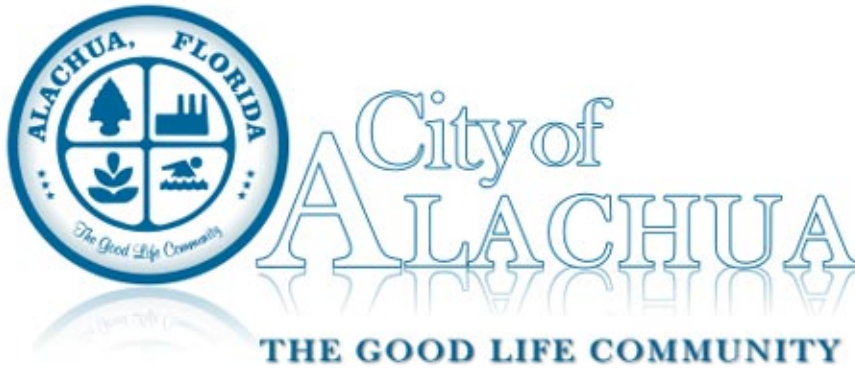




Regular City Commission Meeting Agenda February 13, 2023

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

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: February 13, 2023

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

CITY COMMISSION MEETING

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

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

**APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY
TITLE ONLY**

I. SPECIAL PRESENTATIONS

- A.** Flood Risk Review Meeting

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

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

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

- A.** Parks & Recreation Advisory Board Appointment

IV. PUBLIC HEARINGS AND ORDINANCES

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

V. AGENDA ITEMS

- A.** Children's Trust of Alachua County Contract
- B.** SETTLEMENT AND MUTUAL RELEASE WITH HARVEST
- C.** Termination of Joint Planning Area Interlocal Agreement between Alachua County and City of Alachua - Execution of Deeds

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

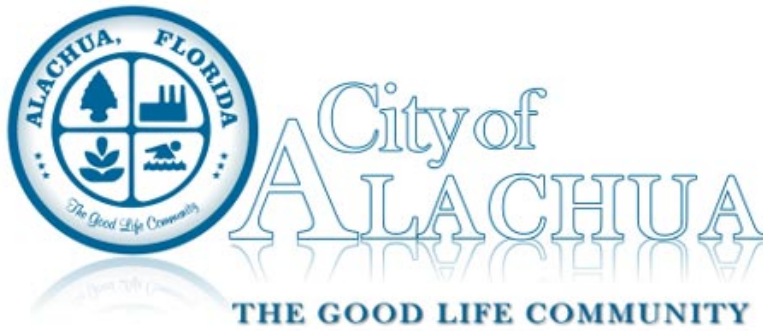
VIII.COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA

CONSENT AGENDA ITEMS

November 14, 2022 City Commission Meeting Minutes
December 12, 2022 City Commission Meeting Minutes
January 9, 2023 City Commission Meeting Minutes
January 23, 2023 City Commission Meeting Minutes
Revision to FY 2023 Compensation Plan



Commission Agenda Item

MEETING DATE: 2/13/2023

SUBJECT: Flood Risk Review Meeting

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Receive the presentation from Leroy Marshall, Chief Professional Engineer with SRWMD.

Summary

The Flood Risk Review meeting is organized to give community officials the chance to review and provide early feedback on draft versions of the preliminary FIRM and FIS report and flood risk products. Using the information provided, community officials can begin identifying mitigation measures for their community and communicating with the public about possible changes in flood risk.

ATTACHMENTS:

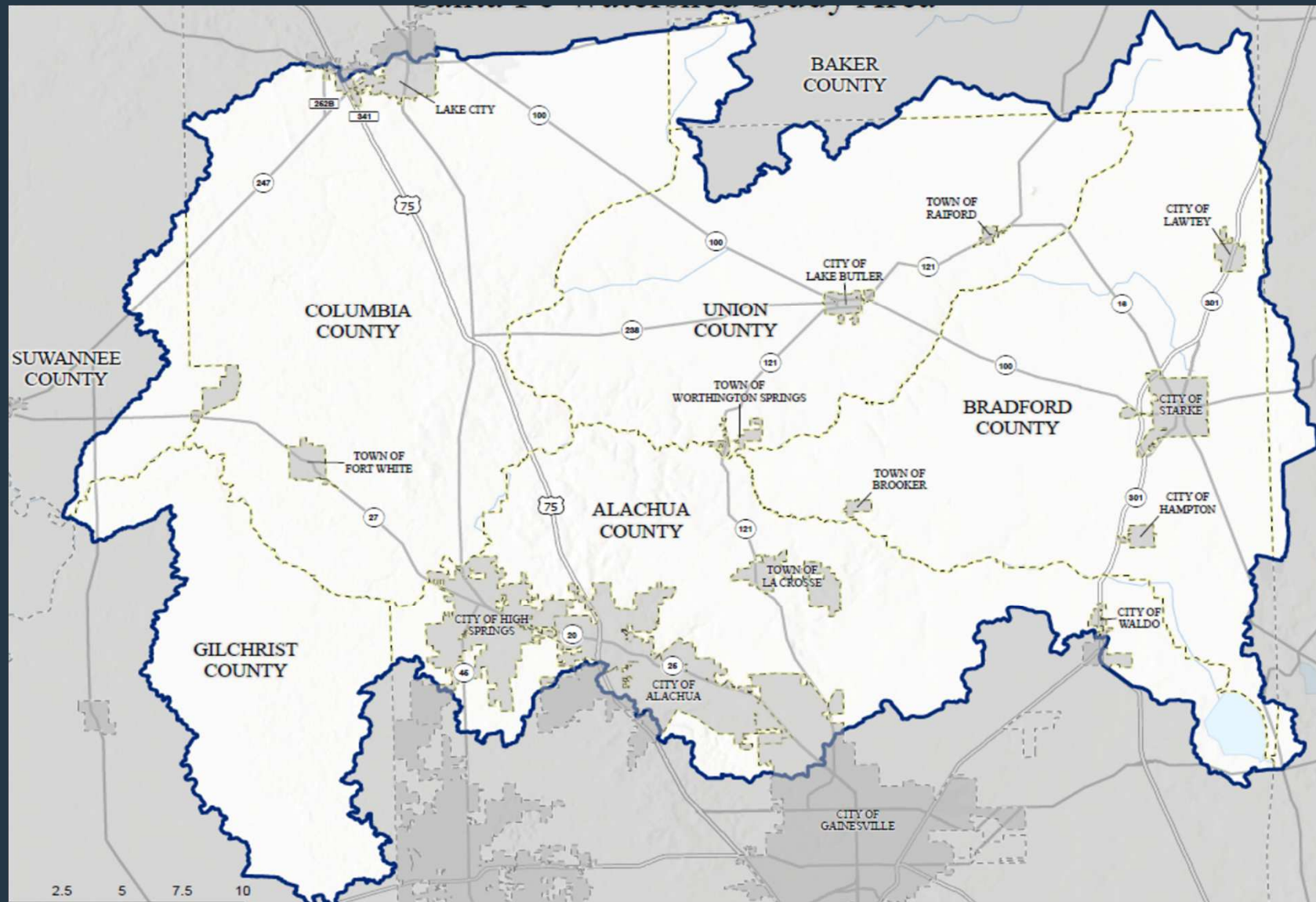
Description

- ▢ Santa Fe Presentation - City of Alachua

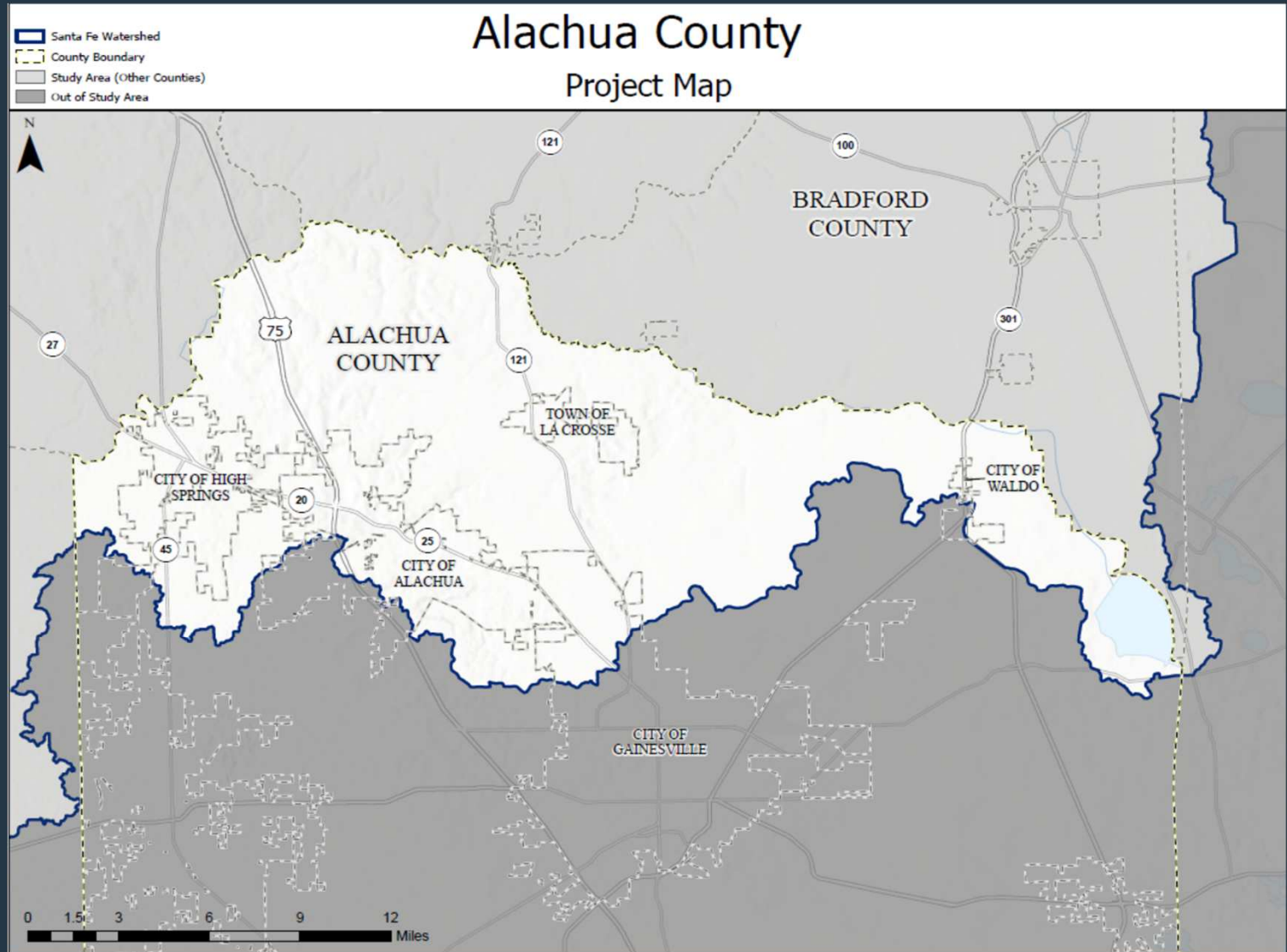
Flood Risk Review Meeting



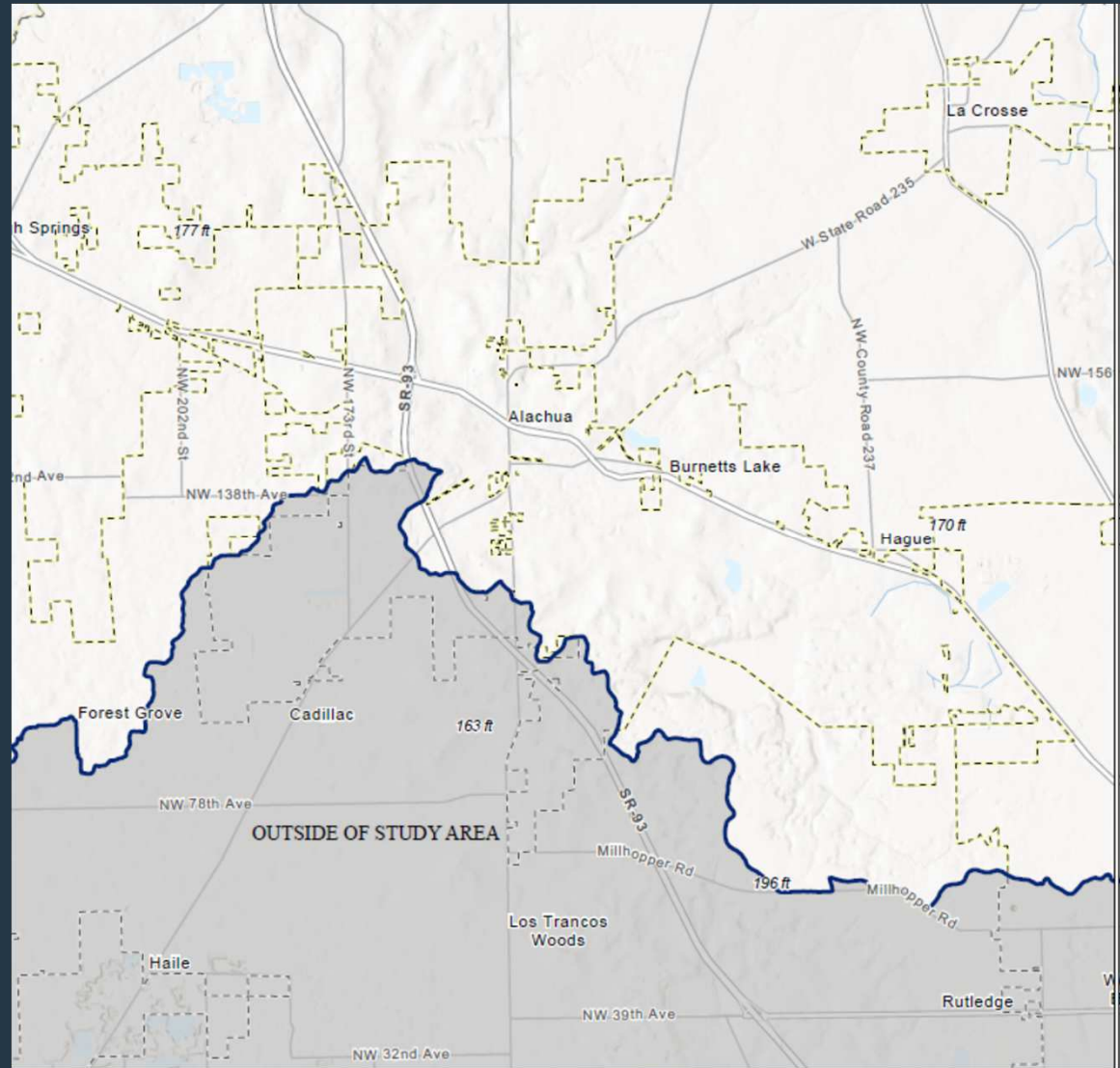
Santa Fe Watershed Study Area



Santa Fe Watershed Study Area



City of Alachua Study Area Detail



Virtual Event Space

Public Engagement Tool



The virtual experience will allow anyone not able to make the meetings to obtain the information and request a meeting with District Staff.



Simply search **SRWMD Virtual Tour** on any search engine.

Flood Risk Review Meetings

February 21

Public Meeting 5-8p

Bradford County

Courthouse

Starke, FL

February 22

Public Meeting 5-8p

James A. Lewis

Chambers

Alachua, FL

February 23

Public Meeting 5-8p

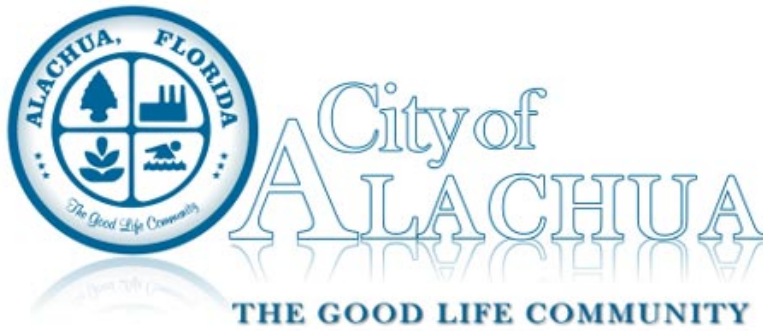
Westside

Community Center

Lake City, FL



For more information about the District, visit www.MySuwanneeRiver.com or follow us on Facebook, Instagram, YouTube and Twitter, search @SRWMD.



Commission Agenda Item

MEETING DATE: 2/13/2023

SUBJECT: Parks & Recreation Advisory Board Appointment

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Appoint two applicants to the Parks & Recreation Advisory Board, for a three-year term expiring February 21, 2026.

Summary

The City of Alachua Code of Ordinances Sec. 2-934 establishes the five-member Parks and Recreation Advisory Board. The purpose of this board is to serve in an advisory role to the City Commission concerning recreation services and potential long-range capital improvements, as well as evaluate existing programs, recommend changes and enhancements, and promote and review citizen participation in planning and utilizing city services and facilities. The Parks & Recreation Advisory Board is made up of five (5) members who serve staggered three (3)-year terms and are appointed by the City Commission.

The Board has two (2) seats, with terms expiring on February 21, 2023. The city advertised for applications for the board in Alachua County Today on January 12 and January 19, 2023. Notice of the vacancies was also posted on community bulletin boards and the city's website. The City received three (3) applications:

Malcolm Dixon, who is seeking reappointment

Jovante Hayes, who is seeking reappointment

Matthew Webster

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

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

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

FINANCIAL IMPACT: No

BUDGETED:No

ATTACHMENTS:

Description

- ▢ App - Dixon, Malcolm
- ▢ App - Hayes, Jovante
- ▢ App - Webster, Matthew
- ▢ Ballot
- ▢ Ad - Alachua County Today



APPLICATION FOR PARKS AND RECREATION
BOARD MEMBERSHIP

NAME Malcolm Dixon DATE Feb 2, 2023

ADDRESS 15114 NW 134th ter Alachua, FL 32615

MAILING ADDRESS _____

PHONE (Daytime) (352) 214-1629

E-MAIL, IF AVAILABLE malcolmdixon13@gmail.com

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

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

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

Letter is attached on the second
page.

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

SIGNATURE: _____

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

APPLICATIONS ARE DUE ON OR BEFORE February 02, 2023.

To whom it may concern,

After one year of success as a member of the City of Alachua Parks and Recreation Board, I'm seeking reappointment for another term. Given my background and my accomplishments being a member of the Parks and Recreation Board, I'm in a great position to make a great contributions during another term.

I have enjoyed assisting the board with Community driven strategic planning. I'm proud of the goals we have achieved and exceeded together. If I am reappointed, I'd like to continue this tradition of success by further streamlining and refining our performance metrics to truly assess and maximize the impact of what we do.

Thank you for reading this reappointment request. I hope to have more opportunities to make significant contributions to this City.

Respectfully yours,

Malcolm Dixon



APPLICATION FOR PARKS AND RECREATION BOARD MEMBERSHIP

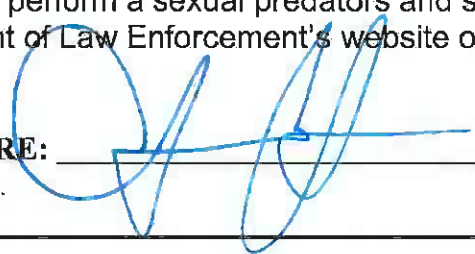
NAME Jovante Hayes DATE 2/2/2023
ADDRESS 15843 Main St Alachua, FL 32615
MAILING ADDRESS 13209 NW Cr 235 Alachua, FL
PHONE (Daytime) 352-363-8890
E-MAIL, IF AVAILABLE Jovante Hayes 3@gmail.com

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

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

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

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

SIGNATURE: 

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

APPLICATIONS ARE DUE ON OR BEFORE February 02, 2023.



APPLICATION FOR PARKS AND RECREATION BOARD MEMBERSHIP

NAME Matthew Webster DATE 01/30/2023

ADDRESS 8504 NW 43rd Street, Gainesville, FL 32653

MAILING ADDRESS _____

PHONE (Daytime) 352-494-2697

E-MAIL, IF AVAILABLE matt@bonneetbelle.com

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

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

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

I have been a City Resident for close to 20 years. I've seen the evolution of the city's parks and how positively they have impacted the community. Parks and recreation are vital to the physical, mental and economic health of the community. With my background in volunteering in the county, I feel I can contribute to the vision, fiscal responsibility, and continue to support the mission of the board. Also, as a Certified General Contractor, I can advise on capital improvement projects along with fiscal planning for the projects.

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

SIGNATURE: 

MATTHEW WEBSTER

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

APPLICATIONS ARE DUE ON OR BEFORE February 02, 2023.

RESUME:**Matthew Webster**

Title:	Principal, Dagobah Consulting LLC
Consulting since:	January 2022
Previous Experience	1999 – 2021, Charles Perry Partners Inc., final position was Executive Vice President and Principal 1995 – 1999, US Army Corp of Engineers, Regular Army Officer
City of Residence:	Gainesville, Florida
Education:	University of Florida – Bachelor of Science, Building Construction with Honors – 1995 Distinguished Military Graduate United States Army Corps of Engineers Office Basic Course Mapping, Charting and Geodesy Officer Course Airborne Qualified
Certifications / Registrations:	Certified General Contractor, Florida - CGC1514331 Certified Plans Examiner, Florida – PX3320 Certified Building Code Inspector, Florida – BN6322 General Contractor, Georgia – GCQA004826 General Contractor, South Carolina – G120758 (CCB1040230) General Contractor, Virginia - 2705163344 LEED Accredited Professional, BD+C Green Globes Professional U.S. Army Corps of Engineers Quality Control Program, 2009 (expired) 30 hr. OSHA Safety Training
Professional Societies & Activities:	FHEA Conference Presenter • Fall 2017 Conference (Team First, Them Project) APPA National Conference Presenter • Summer 2017 Conference (Team First, Them Project) COAA Conference Presenter • Summer 2016 – National Conference (Team First, Them Project) • Fall 2016 – Florida Chapter Conference (Team First, Them Project) ACUHO-I Conference Presenter • 2011 – Construction Management, An Alternative to Hard Bid • 2012 – Convert your resident hall chill water system to VRF in 80 days or less • 2013 – GIGO: Get the Most Out of Your BIM Model 2016 UF Women's Business and Leadership Conference Presenter (Team First, Them Project) 2017 UF Small Business Conference Presenter (Team First, Them Project) 2017 OCPS Small Business Conference Presenter (Team First, Them Project) Leadership Gainesville • Class #35 (2010), • Class Mentor #43 (2016/17) • 2011 – present, LGAA (Leadership Gainesville Alumni Association) Builders Association of North Central Florida 2005 Commercial Builders Council Chair 2005 President's Award 2009 – 2014, Board of Directors, Member 2009 – 2014, Master Trades Committee, Member

	2010 – 13 Executive Board 2010 Treasurer 2010 County Codes Liaison – Chair 2011 – President-Elect 2012 – President 2014 – Builder of the Year 2015 – A.W. Fletcher Service Award 2018 – Present EO Leadership Transition Committee 2010 – 2013, Gainesville Business Community Coalition 2013 to present, UF Rinker School of Building Construction Executive Committee 2016/17/18/19/20 – Curriculum Committee Chair 2021 & 2022 – Vice President 2023 – President 2019 UF Rinker School of Building Construction Distinguished Graduate 2014 – 2020, Community Foundation of N. Central Florida Board Member • 2018 Executive Committee Member • 2019 Executive Committee Member 2014 – 2018, Alachua County Economic Development Advisory Committee 2015 & 2016, Chairman Alachua County Economic Development Advisory Committee 2015 – City of Gainesville Blue Ribbon Committee Appointee to make Gainesville more Economically Competitive. 2015 to Present, Audit Committee Member, Campus USA Credit Union • 2017 Audit Committee Chair • 2018 Audit Committee Chair
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PROJECT EXPERIENCE:

HEALTHCARE

Managed Projects	Shands Hospital Continuing Contracts, Gainesville, Florida - Multiple Projects at ShandsVista - MRI Building Expansion and Tunnel - Shands ENT Clinic Renovation - Shands Radiology Renovation - Nuclear Medicine Renovation - Pediatric Oncology Renovation - AGH Catheter Laboratory Expansion - Medical Plaza LINAC Renovation	Varies	Varies
Managed Project	IVC Clinic Room Renovation, Gainesville, FL	1,000 SF	\$55,000
Managed Project	VA Surgery Suite Renovation, Gainesville, FL		
Executive Management	Springhill Medical Office Building, Gainesville, FL	77,000 SF	\$28,000,000

UNIVERSITY

Managed Projects	University of Florida Continuing Contracts, Gainesville, Florida - Health Science Center Elevators 18 & 19 - McKnight Brain Institute Lab Renovations - College of Veterinary Medicine Isolation Room - College of Veterinary Medicine Small Animal Surgery Room - College of Veterinary Medicine Parking Lot Renovations - Little Hall Convenience Store Expansion - Golf Course Renovation - UAA O'Connell Center Pool Deck Replacement - Reitz Union 1st Floor Renovations - Starbuck's Build-out, 2 locations - Leigh Hall Termite Extermination - Norman Hall Digital Worlds Visualization Renovation (Historic Structure) - Look at the current list of UF DPD Projects	Varies	Varies
Managed Projects	University of Florida Unit Price Lump Sum Contract (Job Order Contract), Gainesville, Florida Completed over 490 projects which included interior renovations, additions, utility Infrastructure and sitework for UF over the past 10 years. Samplings of the projects are listed below. - Medical Science Building 3rd Floor Corridor Lighting Replacement - HUB Chick-Fil-A Removdel - Fine Arts C Room 311 Exhaust Duct Installation - Medical Science Building, Room N216, Chairmans Office Renovation - Racquet Club Dining Facility and Architecture Building Brick Repairs and Waterproofing - Physics Building Roof Repairs - Communicore Building File Server Room Modifications - Campus Security Upgrades - McKnight Brain Institute L1-132 Laboratory Renovation - Black Hall Bat Remediation	100 to 2,000	\$100 to \$100,000
Managed Project	University of Florida, College of Veterinary Medicine Animal Foods Facility, Gainesville, Florida LEED Certified	11,900 SF	\$2,182,085
Managed Project	University of Florida Communicore BSL-3 Renovation, Gainesville, Florida	16,500 SF	\$7,605,080

Managed Project	University of Florida Hub Renovation, Gainesville, Florida LEED Silver	55,000 SF	\$ 6,179,000
Managed Project	University of Florida Pharmacy Wing Renovation Phase I and II, Gainesville, Florida	70,000 sf	\$9,351,093
Managed Project	University of Florida UF Golf Course Clubhouse Renovation, Gainesville, Florida	8,000 SF	\$1,400,000
Managed Project	University of Florida Corry Village Infrastructure Replacement, Gainesville, Florida	10,000 SF	\$1,800,000
Managed Project	University of Florida College of Engineering Renovation, Gainesville, Florida	25,000 SF	\$5,500,000
Managed Project	University of Florida Government House Renovation, St. Augustine, Florida	12,000 SF	\$3,250,000
Managed Project	University of Florida McCarty A Laboratory Renovation	12,000 SF	\$3,500,000
Managed Project	University of Florida Dasburg House Construction – new UF President's Residence	5,500 SF	\$3,800,000
Executive Management	Innovation HUB Phase II, University of Florida	48,280 SF	\$14,500,000
Managed Projects	University of Central Florida Continuing Contracts, Orlando, Florida - ECC Parking Lot Modifications - Student Union Brick Panel Removal/Repair - Psychology Room 136 Window Shade Project - Student Union Boardwalk Deck Replacement - Harris Engineering Solar Panel Installation	Varies	Up to \$2,000,000

COMMUNITY COLLEGE

Managed Projects	Santa Fe College Continuing Contracts, Gainesville, Florida - Zoo Amphitheater Enclosure - Building A Restroom Renovation - Building E Exterior Panel Replacement - Campus Chiller Replacement - Building F Parking Lot Lighting Installation - Building "W" ADA Upgrades - Various Building Panel Replacements - Chiller Plant Cooling Tower Replacement - IPS Skylight Repairs - Building R Restrooms - Look at the current list of SFC DPD Projects	Varies	Up to \$2,000,000
Managed Project	Santa Fe College Building W HVAC Renovation, Gainesville, Florida	84,000 SF	\$4,880,218
Managed Project	Santa Fe College Nancy V. & Charles R. Perry Center for Emerging Technologies, Alachua, Florida	17,000 SF	\$ 8,499,660
Managed Project	Santa Fe College Charles R. Perry Construction Institute, Gainesville, Florida	33,250 SF	\$ 5,374,070
Executive Management	Santa Fe College Institute for Public Safety, Gainesville, Florida	23,500 SF	\$ 5,400,000
Managed Project	Seminole State College Continuing Contracts, Gainesville, Florida - Building B Chiller Replacement - Altamont Springs Parking Lot Expansion - Campus Master Signage Installation - Weldon Building Window Replacement - Oveido Campus Office Modifications	Varies	Varies

K-12

Managed	Alachua County Schools Classroom Renovation, Gainesville, Florida		
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Project	•		
Managed Project	NEFEC Building Expansion, Palatka, Florida	6,500 SF	\$608,886
Managed Project	•		
Managed Project	School Board of Alachua County Task Order Contract		
Executive Management	Savannah-Chatham County Public Schools System Isle of Hope K-8 Replacement School, Savannah, Georgia	121,023 SF	\$20,320,000
Executive Management	Savannah-Chatham County Public Schools System Haven Elementary School, Savannah, Georgia	92,000 SF	\$16,000,000
Executive Management	Pasco County Schools R.B. Cox Elementary Renovation, Dade City, Florida	74,000 SF	\$5,000,000
GOVERNMENT			
Managed Project	CRA Administration and Retail Building, Gainesville, Florida	5,330 SF	\$893,750
Managed Project	•		
Managed Project	CRA 5 th Avenue Street Scape, Gainesville, Florida	n/a	\$737,178
Managed Project	GRU Solar BIPV System Installation, Gainesville, Florida	n/a	\$200,000
Managed Project	GRU Phase II Lobby Renovation, Gainesville, Florida	2,000 sf	\$330,000
Managed Project	GRU Phase I Lobby Renovation, Gainesville, Florida	1,500 sf	\$157,528
Managed Project	GRU Computer Room Renovation, Gainesville, Florida	1,600 sf	\$167,000
Managed Projects	Department of Management Services Continuing Service Contract	Various	Up to \$2,000,000
Managed Projects	Department of Juvenile Justice Continuing Service Contract	Various	Up to \$2,000,000
Managed Projects	Department of Military Affairs(Florida) Continuing Service Contract	Various	Up to \$2,000,000
Executive Management	Alachua Country Public Defenders Office	20,000 SF	\$4,500,000
COMMERCIAL			
Managed Project	Avera & Smith Law Office Renovation, Gainesville, Florida	11,500 SF	\$1,166,612
Managed Project	Ronald McDonald House Room Renovation, Gainesville, FL	4,000 SF	\$256,399
Managed Project	Ronald McDonald Elevator Installation and Courtyard Upgrades, Gainesville, FL	1,500 SF	\$388,184
Managed Project	James Moore Office Renovations, Gainesville, FL	5,000 SF	\$150,421
Managed Project	Stetson Office Building Renovation to a Medical Clinic, Gainesville, FL	8,000 SF	\$417,604
Managed Project	Oak Hammock Deck Construction, Gainesville, FL	10,000 SF	\$486,789
Managed Project	Various minor project tenant improvements		
PARKING STRUCTURE			
Managed Project	• Remediation of various parking structure at UF and UCF		

CHURCHES			
Managed Project	Queen of Peace Classroom Renovations, Gainesville, FL	1,500 SF	\$8,842
Managed Project	St. Francis Baseball Dugout Installation, Gainesville, FL	N/A	\$106,181
HOUSING / MIXED USE			
Managed Project	Access Now Modifications Completed over 15 renovations to existing homes for ADA access	Upto 1,500 sf	\$1,000 to \$25,000
As Principal Ownership of CPPI from 2018 to 2021			
Executive Leadership the Gainesville, Jacksonville, and Savannah Offices at CPPI starting in 2018 to 2021. Provided executive oversight on health care, institutional and K-12 Projects ranging in costs from <\$2,000,000 to over \$100,000,000			
LEED PROJECTS			
	University of Florida, College of Veterinary Medicine Animal Foods Facility, Gainesville, Florida - LEED Certified University of Florida Hub Renovation, Gainesville, Florida - LEED Silver University of Florida, Pugh Hall, Gainesville, Florida - LEED Silver UF Golf Course Club House Renovations, Gainesville, Florida - LEED Silver CRA Administration and Retail Building, Gainesville, Florida - LEED Silver SFC Charles R. Perry Construction Institute, Gainesville, Florida - LEED Gold Mercedes Benz of Gainesville, Gainesville, Florida - LEED Silver College of Engineering, Gainesville, Florida - LEED Silver Corry 289 Renovation All Corry Village projects		
COMMUNITY SERVICE:			
2007	BCN Alumni Club Board Member, Treasurer		
2008	MDA Fund Raiser Volunteer and Top Fund Raiser for North Central Florida UF BCN Industry Focus Group Curriculum Review Board UF Rinker School Professor for a Day UF Mentor / Protégé Program Mentor		
2009	Reichert House Volunteer UF Mentor / Protégé Program Mentor UF BCN Industry Focus Group Curriculum Review Board UF BCN Industry Judge for the Capstone final project American Heart Walk Participant		
2010	UF BCN Industry Focus Group Curriculum Review Board UF Mentor / Protégé Program Mentor M.K. Rawlings Elementary School Career Day Volunteer School Board of Alachua County Volunteer ACEL Kickball Tournament Participant		
2011	UF BCN Industry Focus Group Curriculum Review Board		

	UF Mentor / Protégé Program Member School Board of Alachua County Volunteer The Mission Continues \$10,000 contributor. Co-Chaired a golf tournament to benefit The Mission Continues organization for US Veterans UF Rinker School Professor for a Day		
2012	Rebuild Together North Central Florida UF Mentor / Protégé Program Member American Heart Association Heart Walk Career Day Presenter for the Alachua County Elementary Schools UF Rinker School Professor for a Day ACEL Kickball Tournament Participant		
2013	Habitat for Humanity & BANCf joint renovation project to assist a US veteran UF Mentor / Protégé Program Mentor American Heart Association Heart Walk UF Rinker School Professor for a Day ACEL Kickball Tournament Participant		
2014	UF Mentor / Protégé Program Mentor UF Rinker School Professor for a Day Community Foundation of North Central Florida Board Member		
2015	UF Mentor / Protégé Program Mentor UF Rinker School Professor for a Day American Heart Association Heart Walk St. Jude Walk to End Childhood Cancer participant Talbot Elementary Teacher's Lounge Renovation Community Foundation of North Central Florida Board Member Hillsborough Community College Fund Raising Participant Campus USA Audit Committee Member		
2016	UF Mentor / Protégé Program Mentor UF Rinker School Professor for a Day CFNCF Board Member & Amazing Give Program SBAC Volunteer Hillsborough Community College Fund Raising Participant Santa Fe College Funding Raising Participant UF Women's Business and Leadership Conference Campus USA Audit Committee Member		
2017	UF Mentor / Protégé Program Mentor UF Rinker School Professor for a Day & College of Architecture Professor for a Day. CFNCF Amazing Give Program SBAC Volunteer Hillsborough Community College Fund Raising Participant Santa Fe College Funding Raising Participant LG-43 Mentor Taste of Greater Gainesville participant UF Small Business and Vendor Diversity Program Assistance Campus USA Audit Committee Member		
2018	UF Mentor / Protégé Program Mentor UF College of Architecture Professor for a Day. Campus USA Audit Committee Member		
2019	UF Mentor / Protégé Program Mentor UF College of Architecture Professor for a Day. Habitat for Humanity House Sponsorship (through CPPI) Campus USA Audit Committee Member		
2020	UF Mentor / Protégé Program Mentor UF College of Architecture Professor for a Day. Campus USA Audit Committee Member		
2021	UF College of Architecture Professor for a Day. Campus USA Audit Committee Member		

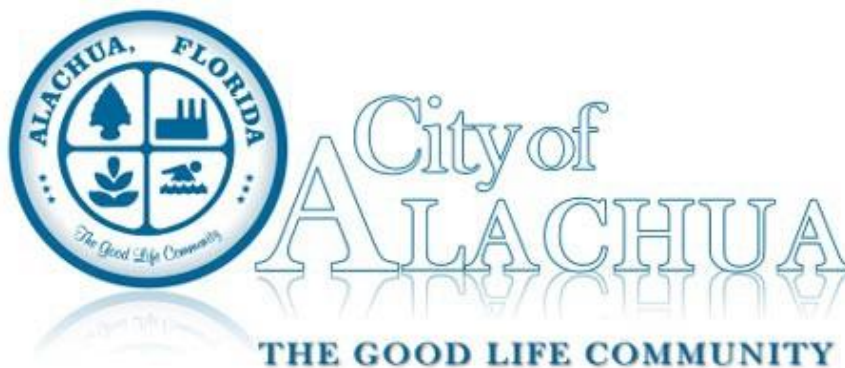
2022	UF College of Architecture Professor for a Day. Campus USA Audit Committee Member		
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CONTACT INFORMATION:

address: 8504 NW 43RD Street. Gainesville, Florida 32606

Phone: (352) 494-2697

Email: matt@dagobahconsulting.com



February 13, 2023 – Parks and Recreation Ballot

_____Malcolm Dixon

_____Jovante Hayes

_____Matthew Webster

Please vote for a maximum of two candidates.

_____February 13, 2023

Signature

The Commissioner will set the term of office by motion to be a three-year term ending February 21, 2026.



Town of **Micanopy** Florida

TOWN OF MICANOPY NOTICE OF PUBLIC HEARING

A public hearing will be conducted by the Town Commission to consider the amendment and enactment of the ordinance adopting the amendment on January 30, 2023, at 5:30pm., or as soon thereafter as the matter can be heard, in Town Hall located at 706 Northeast Chokoloskee Boulevard, Micanopy, Florida. The title of said ordinance reads, as follows

**ORDINANCE NUMBER 2023-01
CHARTER CHANGES**

AN ORDINANCE OF THE TOWN OF MICANOPY,

**Alachua
County
Today
LOCAL
NEWS
Matters
386.462.3355**

**LAW, P.A.
Boukari**
www.boukari.com

**H. BRYAN BOUKARI
ATTORNEY**

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

**FOR A
CONSULTATION
CALL
(386) 462-7LAW
(7529)
14804 Main Street
Alachua, Florida**



City of ALACHUA **NOTICE OF BOARD VACANCY**

The City of Alachua is currently accepting applications for two (2) vacancies on its Parks and Recreation Advisory Board.

Appointments will be for three-year terms. Interested applicants must be residents of Alachua, be willing to attend meetings on at least a quarterly basis and have a keen interest in parks and recreation. To apply, you may obtain an application and information from either our website www.cityofalachua.com or contact the City of Alachua at (386) 418-6100 to obtain a copy. Applications must be received by the City on or before February 02, 2023 for consideration. You may send your application Attention: City Manager's Office P.O. Box 9, Alachua FL 32616.

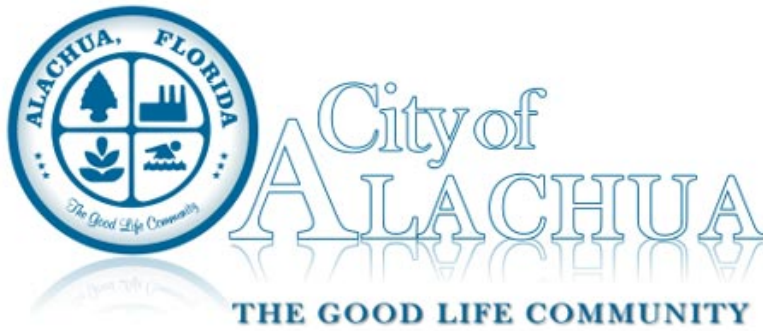
(Published: Alachua County Today - January 12 & 19, 2023)



HORIZON
REALTY OF ALACHUA, INC.

info@HorizonRealtyFL.com





Commission Agenda Item

MEETING DATE: 2/13/2023

SUBJECT: Children's Trust of Alachua County Contract

PREPARED BY: Robert Bonetti, FAS Director

RECOMMENDED ACTION:

Authorize the City Manager to sign all appropriate documents to secure the grant.

Summary

On January 14, 2022, The Children's Trust of Alachua County released RFP 2022-03 last year for summer enrichment programming. As a result of the City's application for funds, the City was awarded a contract for the summer of 2022 with eligibility for renewal.

City staff has submitted a proposal to CTAC for summer funding in FY 23 and received a renewal contract for a grant of \$66,665. This amount is the same as in FY 22.

The Alachua Recreation and Culture Department will hold summer camp, with the exception of the week beginning July 3rd, June 5th through July 28th.

FINANCIAL IMPACT: Yes

BUDGETED:No

AMOUNT:\$66,665

FUNDING SOURCE:Grants

ADDITIONAL FINANCIAL INFORMATION:

The Recreation and Culture Department has held a summer camp at Legacy Park since the summer of 2018. Recreational activities not only enhance the quality of life for families, but also provide for enhanced opportunity to foster the physical, mental, emotional and social growth of our children.

COMMISSION GOALS:

Quality of Life, Community Enhancement, Strengthen Community Services

ATTACHMENTS:

	Description
▣	FY 23 CTAC Renewal Agreement

**FIRST RENEWAL TO AGREEMENT NO. 13386 FOR CTAC
BETWEEN THE CHILDREN'S TRUST OF ALACHUA COUNTY AND
CITY OF ALACHUA**

THIS **FIRST RENEWAL TO AGREEMENT**, made and entered into this _____ day of _____ A.D. 20____, by and between the Children's Trust of Alachua County, a government agency taxing district in Alachua County, hereinafter referred to as the "CTAC," and "CITY OF ALACHUA", a municipality in Alachua organized under the laws of the State of Florida, hereinafter called "Agency." Collectively hereinafter CTAC and the Agency are referred to as the "Parties".

WITNESSETH:

WHEREAS, pursuant to Request for Funding Proposals 2022-03 the Parties hereto previously entered into the *Agreement No. 13386 for CTAC between the Children's Trust of Alachua County and City of Alachua.*, dated April 1, 2023 (the "Agreement") for the provision of the CTAC providing funds to the Agency for their program, Legacy Park Multipurpose Center Summer Camp; and,

WHEREAS, pursuant to the Agreement, the Agency has requested to extend the term of the Agreement through August 31, 2023; and

WHEREAS, the CTAC deems it in the best interest of the Parties to extend the term of the Agreement as requested by the Agency,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows:

SECTION 1. of the Agreement, **Term**, is amended in its entirety to read:

A. This agreement shall commence on April 1st, 2023, and continue through and including August 31st, 2023, unless earlier terminated, as provided herein. CTAC performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Children's Trust of Alachua County. The parties hereto understand that this Agreement is not a commitment of future appropriations.

SECTION 2. Scope of services is amended to include updated scope of services referenced as attachment A.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Agreement between the parties shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this **First** Renewal to Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

CHILDREN’S TRUST OF ALACHUA COUNTY

By: _____
Marsha Kiner
Executive Director
Date: _____

APPROVED AS TO FORM

Alachua County Attorney's Office

AGENCY

ATTEST (By Corporate Officer)
By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____
Date: _____

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

FUNDING SOURCE

<i>Kg</i> FISCAL YEAR	AMOUNT	ACCOUNT NO.
2023	\$66,665	001.15.1500.569.82.22

Attachment A

Section 1: Site Profile: Complete the Site Information and Site Budget Summary for each site requesting funding. Information from each site profile will populate the Site Summary section. At least one site is required for application to be considered complete

1.Site Information

Organization Name			
Site Name			
Site Address			
Site Contact Name/Phone/E-mail:			
Site Enrollment Phone # and Website			
Social Media Links (Facebook/Instagram/Twitter)			
Site Grades Served Note: Grades served should reflect year child would enter in the 2023-24 school year			
Site Dates and Hours of Operations Provide specific dates and hours of operations camp services will be offered	Start Date:	# Of Weeks of Programming:	Additional Details:
	End Date:	Hours of operations:	

Summer 2023

Days of Youth Programming to Be Offered

Please add a "x" for each day summer camp programming will be offered:

June 2023							July 2023							August 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
28	29	30	31*	1	2	3	2	3	4	5	6	7	8			1	2	3	4	5
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
4	5	6	7	8	9	10	9	10	11	12	13	14	15	6	7	8	9	10*	11	12
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
11	12	13	14	15	16	17	16	17	18	19	20	21	22	13	14	15	16	17	18	19
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
18	19	20	21	22	23	24	23	24	25	26	27	28	29	20	21	22	23	24	25	26
☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
25	26	27	28	29	30	1	30	31						27	28	29	30	31		
☐	☐	☐	☐	☐	☐	☐	☐	☐						☐	☐	☐	☐	☐		

*School ends on May 31, 2023

June 19th is Juneteenth

July 4th is Independence Day

*School starts on August 10, 2023

Expected Attendance of Children Describe expected attendance of children at your program. How many days per week will they attend? How many hours in a day will they attend? How many weeks will they attend?	Hours per Day: Days per Week: # of weeks expected to attend:
Site Description: Provide a brief description of the facility, including amenities, number of rooms, maximum occupancy, and any other information to show that the facility can safely meet the needs of children during the summer	
Executive Summary: Provide an executive summary of the program and services offered at this site (100 words or less). This summary will be used in reports and promotional materials developed by CTAC	
Site Staffing: Describe how your site will provide appropriate staffing to ensure safe and enriching programming. Refer to the RFP guidelines as staffing requirements including positions and ratios when completing site staffing.	

1. Site Budget Summary

Site Name			
Budget Item	Description	Request Amount	Additional details to support request including justification of requested amount. This section must be completed.
Enrollment/Registration Fees	CTAC will cover a one-time enrollment and/or registration fee per child receiving a CTAC scholarship. Complete the following fields to calculate request amount: A) Cost per enrollment fee requested from CTAC: B) # Of children to receive enrollment fees: C) Enrollment Fee request amount (A X B=C)		
Scholarships (Full)	CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals, etc.) Complete the following fields to calculate request amount: A) Cost per Scholarships (Full) requested from CTAC: B) # Of children to receive Scholarships (Full): C) # Of weeks children are expected to attend camp: D) Scholarships (Full) Total (A X B X C):		
Scholarships (Partial)	CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals etc.). Complete the following fields to calculate request amount: A) Cost per Scholarships (Partial) requested from CTAC: B) # Of children to receive Scholarships (Partial): C) # Of weeks children are expected to attend camp: D) Scholarships (Partial) Total (A X B X C):		
Materials	CTAC will cover the costs of materials of full/partial scholarship children to participate in summer camp activities. The reimbursement of material is based on the ratio of CTAC sponsored children. The CTAC logo should be added to material where applicable on all SWAG items i.e., water bottles, T-shirts, and bags. The proof/mockup from the vendor must be included with your reimbursement request.		
Fieldtrip	CTAC will cover the costs of full/partial scholarship children to participate in field trips including admission costs. All field trip expenses will include copies of field trip attendance for verification. Proof of attendance must be submitted with the request for reimbursement. Please refer to the checklist and information in the provider handbook before submitting reimbursement request for field trips.		

Transportation	CTAC will only cover the cost of scholarship recipients that attended the day of the field trip. These expenses for buses, vehicle rentals, gas etc. Vehicle rentals are limited to charters and vans Transportation costs excluding gratuity and insurance coverage will be reimbursed. A detailed travel/mileage log documenting vehicle use for necessary summer camp travel must be maintained by the provider. Include this log with transportation reimbursement requests.		
Background Checks	CTAC will cover the costs for all staff to receive Level 2 background checks.		
	Site 1 Total Request:		
Section 2: Site Profile: Skip this section if no more site profiles are needed. Complete the Site Information and Site Budget Summary for each site requesting funding. Information from each site profile will populate the Site and Budget Summary section. At least one site is required for application to be considered complete			
2.Site Information			
Organization Name			
Site Name			
Site Address			
Site Contact Name/Phone/E-mail:			
Site Enrollment Phone # and Website			
Social Media Links (Facebook/Instagram/Twitter)			
Site Grades Served Note: Grades served should reflect year child would enter in the 2023-24 school year			
Site Dates and Hours of Operations Provide specific dates and hours of operations camp services will be offered	Start Date: End Date:	# of Weeks of Programming: Hours of operations:	Additional Details:

Attachment B-1

Section 5: Site and Budget Summary

[illegible]

CONTRACT FOR SERVICES
N0.13386
BETWEEN THE CHILDREN'S TRUST OF ALACHUA COUNTY AND
CITY OF ALACHUA

THIS CONTRACT made and entered into this 3rd day of May, A.D., 2022 by and between the Children's Trust of Alachua County, a government agency taxing district in Alachua County, hereinafter referred to as the "CTAC", and "CITY OF ALACHUA", a municipality in Alachua County, organized under the laws of the State of Florida hereinafter called the "Contractor". Collectively hereinafter CTAC and the Contractor are referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the CTAC is authorized under § 125.901, Fla. Stat., and § 26.01, Fla. Stat., *et. seq.* Alachua County Code of Ordinances, for the purpose of providing children's services throughout Alachua County; and,

WHEREAS, the CTAC Is charged with providing for a number of developmental and supportive services for children as set forth in § 125.901, Fla. Stat.; and,

WHEREAS, CTAC is desirous of entering into an Agreement with "CITY OF ALACHUA" to support programs and its services provided by the Contractor;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

Section 1. Term:

A. This agreement shall commence on April 1st, 2022 and continue through and including September 30th, 2022, unless earlier terminated, as provided herein. CTAC performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Children's Trust of Alachua County. The parties hereto understand that this Agreement is not a commitment of future appropriations.

Section 2. Scope of Services:

A. The Services will be performed by Contractor as specified in **Attachment A: Scope of Services**. Contractor's performance will be measured in accordance with **Attachment E** and as otherwise provided herein.

Section 3, Maximum Indebtedness:

A. The maximum indebtedness under this agreement is (SIXTY-SIX THOUSAND AND SIX HUNDRED-SIXTY-FIVE DOLLARS) (\$66,665) for (2022) contract year.

Section 4. Billing and Compensation:

A. For the performance of the services detailed in Section 2 of this Agreement of the CTAC shall pay the Agency an amount not to exceed (\$66,665) as specified in the Program Budget in **Attachment B**

- B. Compensation. CONTRACTOR will be paid by the CTAC for the Services as follows:
1. Advance Payment - Upon completion of Deliverable 1 in Attachment D the Contractor may invoice the CTAC for an advance payment of 25% of the scholarship amount as listed on Form 2- Site Profile. The Contractor will not receive any additional payments until the advance has been trued up with actual services delivered.
 2. Subsequent payments will be made on a monthly basis based on each site's weekly enrollment. To be considered enrolled, proper demographic information and at least on day of attendance in the week the child is enrolled is required (see Data and Reporting, **Attachment F**)
 3. Enrollment Fees will be reimbursed in the same manner as in #2 above.
 4. Materials and Field Trips will be reimbursed on a cost-reimbursement basis.

C. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the CTAC that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Program, will be paid in full, that the services or expenses have not been reimbursed by another contractor, and that the services provided served a public purpose. The Contractor shall submit invoices via e-mail to invoice@childrenstrustofalachuacounty.us, or to the CTAC at the following address.

Children's Trust of Alachua County
PO Box 5669
Gainesville, FL 32627

D. In the event that the CTAC becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the CTAC may withhold payment of sums then or in the future otherwise due to the Contractor until the inaccuracy, and the cause thereof, is corrected to the CTAC's reasonable satisfaction.

E. Payments for all sums are contingent upon meeting the deliverables described in **Attachment D: Deliverables** and the approval of all supporting documentation required by the CTAC. All invoices shall contain the following statement "This request for payment is subject to Section 837.06 Florida Statutes." Invoices for payment shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act).

F. The Contractor shall submit invoices by the 15th of every month and its final invoice for the grant period by October 15th of each year. The CTAC has no obligation to provide reimbursement to the Contractor for invoices which include expenses incurred in any previous grant period if submitted after October 15, 2022.

G. Invoice payments shall be sent to:
Finance Department
City of Alachua
PO Box 9
Alachua, FL 32616
finance@cityofalachua.org

Section 5. Audit, Records, and Reporting:

A. The Contractor agrees to:

- 1) Maintain financial records and reports relating to the utilization of funds.
- 2) Maintain books, records, documents, invoices, and other evidence and accounting procedures and practices such as will permit the Contractor to sufficiently and properly reflect all direct costs of any nature associated with the program.
- 3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the CTAC.

B. Reports specified in **Attachment F** shall be submitted as described in **Attachment D**. The CTAC reserves the right to change the forms or formats of the reports without prior written notice to the Contractor. The Contractor shall submit these reports via email (dcarruthers@childrenstrustofalachuacounty.us) or to CTAC following address:

Children's Trust of Alachua County
PO Box 5669
Gainesville, FL 32627

C. The CTAC may defer payment to the Contractor for non-compliance with contract deliverables or program requirements.

Section 6. Default and Termination:

A. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the CTAC will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The CTAC will give the Contractor seven (7) days to submit a plan for curing the default. In the event the default situation is not corrected within the allotted time or to the satisfaction of the CTAC, prior to formal termination the Parties agree to mediation of the dispute or disputes and shall participate in good faith. The mediation shall be conducted by a professional mediator mutually agreed to by the parties under the Florida mediation rules. Mediation shall be held no longer than twenty-one (21) days after the notice of default.

B. The CTAC may also terminate the Agreement without cause by providing ten (10) days written notice to the Contractor (hereinafter, "Termination for Convenience"). The CTAC Contract Manager is authorized to provide written notice of Termination for Convenience on behalf of the CTAC. Upon such notice, the Contractor will immediately discontinue all Services affected (unless the notice directs otherwise) and deliver to the CTAC all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, the Contractor's recovery against the CTAC shall be limited to that portion of the Annual Contract Price earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the CTAC, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

C. If funds to finance this Agreement become unavailable, the CTAC may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The CTAC will be the final authority as to the availability of funds. The CTAC will pay the Contractor for all Services completed prior to delivery of notice of termination. In the event of such Termination, the Contractor's recovery against the CTAC shall be limited to that portion of the Annual Contract Price earned through the date of termination, but the Contractor shall not be entitled to any other or further recovery against the CTAC, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

Section 7. Monitoring:

A. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Contractor, the Contractor, by accepting public funds, agrees to permit persons duly authorized by the CTAC to inspect all records, papers, documents, facilities, goods, and services of the Contractor and interview any employees and clients of the Contractor to be assured of

satisfactory performance of the terms and conditions of this Agreement. When applicable, the CTAC will identify any deficiencies to the Contractor in writing and the Contractor will prepare a corrective action plan to rectify all deficiencies noted. The Contractor's failure to correct the deficiencies within the agreed upon time period may result in the CTAC withholding payments or the Contractor being deemed in breach or default resulting in termination of this Agreement.

Section 8. Modifications:

A. This Agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this Agreement, duly executed by both parties. The Parties further agree to renegotiate this Agreement if federal and/or state revision of any applicable laws or regulations makes changes in this Agreement necessary.

Section 9. Notices:

A. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, the Contractor and the CTAC representatives are:

CTAC: Executive Director, Children's Trust of Alachua County
c/o Children's Trust Custodian of Public Records
PO Box 5669
Gainesville, **FL** 32627

Contractor: City of Alachua
City Manager
PO Box 9
Alachua, FL 32616

A copy of any notice shall also be sent to:

Alachua County: J.K. "Jess" Irby, Esq.
Clerk of the Circuit Court
12 S.E. 1st Street
Gainesville, Florida 32602 ·
Attn: Finance and Accounting

Section 10. Assignment of Interest:

A. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

Section 11. Independent Contractor:

A. In the performance of this Agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the CTAC. The Contractor is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Contractor in the full performance of this Agreement. Neither the Contractor nor any of its employees, officers, agents, or any other individual directed to act on behalf of the Contractor for any act related to this Agreement shall represent, act, or purport to act or be deemed to be the agent, representative, employee, or servant of the CTAC.

B. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure workers' compensation coverage under the Florida Workers' Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to workers' compensation benefits.

C. Policies and decisions of the Contractor, which may be represented by the Contractor in performance of this Agreement, shall not be construed to be the policies or decisions of the CTAC.

Section 12. Indemnification:

A. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the CTAC and its officers and employees from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The Contractor agrees that indemnification of the CTAC shall extend to any and all Services performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

B. The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the CTAC or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

C. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the CTAC and the Contractor.

D. Nothing contained herein shall constitute a waiver by the CTAC of sovereign immunity or the provisions or limits of liability of § 768.28, Fla. Stat.

E. Paragraphs A-D do not apply to any Contractor which is a government entity protected by Sovereign Immunity under § 768.28, Fla. Stat. For those Agencies, the Parties agree that each party shall be responsible for their own negligence and that of their employees as provided under § 768.28, Fla. Stat. without any additional waiver of sovereign immunity.

Section 13. Insurance:

A. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Attachment C. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as [Attachment CI].

B. Additionally, proof of automobile insurance will be required in the event the Contractor transports children as part of their program.

Section 14. Laws & Regulations:

A. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the Services required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Services outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines. This section includes, but is not limited to background checks as required under Florida law for direct services involving children.

B. As described in Attachment F, if at any time contractor is aware of or suspects that abuse, neglect, or exploitation of children, disabled persons, or aged persons has occurred, as defined in Chapters 39 and 415, Florida Statutes, he/she is required to report immediately such known or suspected abuse or neglect to the Florida Abuse Registry by calling 1-800-962-2873.

Section 15. E-Verify:

A. Pursuant to Section 448.095, Florida Statutes, the Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement. The Contractor shall include in all contracts with subcontractors performing Work pursuant to this Agreement, an express requirement that subcontractors utilize the federal E-Verify system in accordance with the terms governing use of the system to confirm employment eligibility of all new employees hired by subcontractors during the term of this Agreement. Subcontractor shall provide the Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with unauthorized aliens and the Contractor will provide a copy of such affidavit to the CTAC. If the CTAC has good faith belief that the Contractor has violated this section the CTAC will terminate this Agreement. If the CTAC has good faith belief that a subcontractor violated this section, but the Contractor has otherwise complied with this section, the CTAC will notify the Contractor and the Contractor will terminate its agreement with such subcontractor.

Section 16. Non-Waiver:

A. The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 17. Severability:

A. If any provisions of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 18. Entire Agreement:

A. This Agreement contains all the terms and conditions agreed upon by the Parties.

Section 19. Collusion:

A. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 20. Conflict of Interest:

A. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the CTAC of any conflict of interest due to any other clients, contracts, or property interests.

Section 21. Third Party Beneficiaries:

A. This Agreement does not create any relationship with, or any rights in favor of, any third party.

Section 22. Governing Law and Venue:

A. This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County, Florida in a Court of Competent Jurisdiction.

Section 23. Construction:

A. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

Section 24. Project Records:

A. General Provisions:

1) Any document submitted to the CTAC may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any Contractor per § 119.011(11), Fla. Stat. Any document is subject to inspection and copying unless exempted under § 119, Fla. Stat., or as otherwise provided by law.

2) In accordance with § 119.0701, Fla. Stat., the Contractor, *when acting on behalf of the CTAC*, as provided under § 119.012(2), Fla. Stat., shall keep and maintain public records as required by law and retain them as provided by the General Records Schedule established by the Department of State. Upon request from the CTAC's Custodian of Public Records, provide the CTAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under § 119, Fla. Stat., or as otherwise provided by law. Additionally, they shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the CTAC.

B. Confidential Information:

1) During the term of this Agreement or license, the Contractor may claim that some or all of information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary in accordance with § 812.081, Fla. Stat., or other law, and is exempt from disclosure under § 119, Fla. Stat., the Public Records Law. The Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the CTAC shall use reasonable efforts to maintain the confidentiality of the information properly identified as "Confidential Information" or "CI",

2) The CTAC shall promptly notify the Contractor in writing of any request received by the CTAC for disclosure of the Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the CTAC, its officers, employees, and agents free and harmless from and against any

claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the CTAC, at the Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. The Contractor releases the CTAC from claims or damages related to disclosure by the CTAC. If the Contractor is a Public Contractor under the laws of the State of Florida, there shall be no claim for indemnification, but the Contractor shall identify all confidential information they provide to the CTAC.

C. Project Completion:

1) Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the CTAC* as provided under § 119.011(2), Fla. Stat., shall transfer, at no cost, to the CTAC all public records in possession of the Contractor or keep and maintain public records required by the CTAC to perform the service. If the Contractor transfers all public records to the CTAC upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the CTAC, upon request from the CTAC's Custodian of Public Records, in a format that is compatible with the information technology systems of the CTAC.

D. Compliance:

1) An Applicant who fails to provide the public records to the CTAC within a reasonable time may be subject to penalties under § 119.10, Fla. Stat.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF § 119, Fla. Stat., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CTAC REPRESENTATIVE AT:

E-MAIL: publierecordrequests@childrenstrustofalachuacounty.us

PHONE: (352) 374-1830

ADDRESS: P.O. Box 5669, Gainesville, FL 32627

Section 25. Communications:

A. The Contractor shall maintain a working e-mail address and shall respond to e-mail communications from the CTAC Contract Manager within twenty-four (24) business hours from the time the e-mail was received electronically. The Contractor agrees to notify the CTAC Contract Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within twenty-four (24) hours of the change. The Contractor agrees to add the e-mail and postal mailing

addresses of the CTAC Contract Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like. The contractor is responsible for ensuring that emails from CTAC are not diverted to its SPAM filter.

Section 26. No Religious or Sectarian Requirement:

A. In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, the funding provided under this Agreement may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The program shall not promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

Section 27. Non-Discrimination:

A The parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.

Section 28. Force Majeure:

A Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement due directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, pandemics or health crises, strikes, or labor disputes.

Section 29. Award Acknowledgement of Support:

A. The Contractor agrees to acknowledge the CTAC's support in all materials as specified on the CTAC website at:

<https://www.childrenstrustofalachuacounty.us/funding/page/provider-resources>

Section 30. Electronic Signatures.

A. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one

facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Section 31. Counterparts:

A. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or e-mail with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Contract shall constitute valid and sufficient delivery in order to complete execution and delivery of this Contract and bind the parties to the terms hereof.

Section 32. Contract Documents:

This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- A. This document, as modified by any subsequent signed amendments
- B. Any amendments to the RFP
- C. The RFP as originally issued
- D. Any Purchase Order under the Contract
- E. The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

CHILDREN'S TRUST OF ALACHUA COUNTY

By: Kristy Goldwire

Kristy Goldwire
Acting Executive Director

Date:
May 3, 2022

APPROVED AS TO FORM

Bob Swain
Bob Swain (May 3, 2022 10:08 EDT)

Attorney for the Trust

CONTRACTOR

ATTEST (By Corporate Officer)

By: &
Print: Carol J. Cooper
Title: 40C

By: Mike Daroza
Print: MIKE DAROZA
Title: CITY MANAGER
Date: 5/2/22

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF SIGNATURE AUTHORITY IS PROVIDED, ATTESTATION WILL NOT BE NECESSARY.

FUNDING SOURCE

FISCAL YEAR
2022

AMOUNT
\$66,665

ACCOUNT NO.
001.15.1500.569.82.00

Attachment A

Section 3: Site Profile: Complete the Site Information and Site Budget Summary for each site requesting funding. Information from each site profile will populate the Site Summary section. At least one site is required for application to be considered complete

1. Site Information

Organization Name	City of Alachua		
Site Name	Legacy Park Multipurpose Center		
Site Address	15400 Peggy Road		
Site Contact Name/Phone/E-mail:	Elliot Harris 352-213-4125/eharris@_cityofalachua.eom		
Site Enrollment Phone# and Website	386-462-1610		
Social Media Links(Facebook/Instagram/Twitter	)CitvofAlachua/facebook.com		
Site Grades Served Note: Grades served should reflect year child would enter in the 2022-23 school year	The Legacy Park Summer Adventure Camp will serve grades K-8.		
Site Dates and Hours of Operations Provide specific dates and hours of operations camp services will be offered	Start Date: 6/6/20 End Date: 7/29/22	# of Weeks of Programming? Hours of operations: 7:00am-5:00pm	Additional Details:
Expected Attendance of Children Describe expected attendance of children at your program. How many days per week will they attend? How many hours in a day will they attend? How many weeks will they attend?	Hours per Day: 110	Days per Week: 5	# of weeks expected to attend: 7
Site Description: Provide a brief description of the facility, including amenities, number of rooms, maximum occupancy, and any other information to show that the facility can safely meet the needs of children durin the summer	Legacy Park Multipurpose Center is a 40,000 sq ft. multipurpose recreational/cultural facility that includes 4 full length basketball/volleyball courts. It also has 4 multipurpose classrooms. On the property is an inclusive playground that serves children ages 5-12, two high school dimension soccer fields, and an amphitheater. Maximum capacity for camp would be 150 students Conjoined to Legacy Park is the Hal Brady Recreation Complex. This complex has 3 softball fields, a large playground, 2 baseball fields, skate park, splash park, and an indoor basketball/volleyball court.		
Executive Summary: Provide an executive summary of the program and services offered at this site (100 words or less). This summary will be used in reports and promotional materials developed by CTAC	Through the Legacy Park Summer Adventure Camp children will have the opportunity to challenge their brains and learn new things during the summer break. Each day campers will discover new skills, build self-confidence, make new friends, and feel a sense of achievement. Camp activities include art, music, swimming, character development, games, sports, and outdoor activities.		
Site Staffing: Describe how your site will provide appropriate staffing to ensure safe and enriching programming. Refer to the RFP guidelines as staffing requirements including positions and ratios when completing site staffing.	The Camp Counselors and Camp Administrator (Director) will be highly qualified. We will advertise at our local schools to recruit teachers and paraprofessionals for these positions. These individuals will have general working knowledge of sports activities (softball, basketball, volleyball, soccer, tennis, games), arts and crafts, environmental sciences, cultural arts, etc. Skills in organizing, supervising, and disciplining children, and creating a positive camp environment. They must have the ability to work effectively with children 5-14 years of age. The ratio for the Legacy Park Summer Adventure Camp will be 1:10 counselor to child to ensure a safe and enriching environment.		

1. Site Budget

Attachment B

Site Name Legacy Park Multipurpose Center

Budget Item	Description	Request Amount	Additional details to support request including justification of requested amount
Enrollment/Registration Fees	CTAC will cover a one-time enrollment and/or registration fee per child receiving a CTAC scholarship. Complete the following fields to calculate request amount: A) Cost per enrollment fee requested from CTAC: \$ 78 B) # of children to receive enrollment fees: 100 C) Enrollment Fee request amount (AX B- <i>Read Only</i>): \$ 7,800	\$7,800	Cost of T-shirt, Food/Snacks, and Camp Safety Kit
Scholarships (Full)	CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals, etc.) Complete the following fields to calculate request amount: A) Cost per Scholarships (Full) requested from CTAC: \$ 58 B) # of children to receive Scholarships (Full): 80 C) # of weeks children are expected to attend camp: 7 D) <u>Scholarships (Full) Total (AX BX C- <i>Read only</i>):</u> \$ 32,480	\$ 32 480	Counselors(10)- \$15/hr+3 admin cost+ 16 hours training Camp Director - \$25/hr + 16 Hours of training
Scholarships (Partial)	CTAC will cover weekly camp scholarships for eligible children. Weekly scholarship cost should include all expenses necessary to host a child per week (staffing, overhead, meals etc.). Complete the following fields to calculate request amount: A) Cost per Scholarships (Partial) requested from CTAC:\$ 29 B) # of children to receive Scholarships (Partial): 20 C) # of weeks children are expected to attend camp:7 D) <u>Scholarships (Partial) Total (AX BX C - <i>Read only</i>):</u> \$ 4,060	\$ 4 060	Counselors(10)- \$15/hr+3 admin cost+ 16 hours training Ca_m_p Director - \$25/hr + 16 Hours of training
Materials	CTAC will cover the costs of materials full/partial scholarship children to participate in <u>summer camp</u> activities.	\$3,000	Equipment, arts/crafts supplies
Fieldtrip	CTAC will cover the costs of full/partial scholarship children to participate in fieldtrips including admission costs. All fieldtrip expenses will include copies of fieldtrip attendance for verification.	\$13,000	AMC Movies, Cade Museum, Gainesville Pool, Flip Factory, SeaWorld, Santa Fe Zoo, Skate Station
Transportation	CTAC will cover the cost of transportation for full/partial scholarship children to participate in camp activities including fieldtrips. These expenses for <u>buses, vehicle rentals, gas</u> etc.	\$ 5,500	Gas \$1000 Charter Bus for end of camp \$4500
Background Checks	CTAC will cover the costs for all staff to receive Level 2 background checks	\$ 8251	11 Staff X \$75 per Background Check
Site 1 Total Request:		\$ 66,665	

Attachment B-1

Section 4: Site and Budget Summary

Information from each site profile will populate the Site Summary section below. To make corrections to the summary table, return to previously enter site profile(s).

Site Name	Enrollment/Registration Fees		Scholarships (Full)		Scholarships (Partial)		Materials	Fieldtrips	Transportation	Background Checks	Site Total Request
Legacy Park Multipurpose Center	#of children: 100	Amount: \$7,800	#of children: 80	Amount: \$32,480	#of children: 20	Amount: \$4,060	\$3,000	\$ 13,000	\$5,500	\$ 825	\$66,665
	# of children:	Amount: \$ 0	#of children:	Amount: \$0	#of children:	Amount: \$ 0					\$0
	#of children:	Amount: \$ 0	# of children:	Amount: \$0	#of children:	Amount: \$ 0					\$0
	# of children:	Amount: \$ 0	# of children:	Amount: \$0	#of children:	Amount: \$ 0					\$0
Total	100	\$7,800	80	\$32,480	20	\$4,060	\$3,000	\$13,000	\$5,500	\$3,000	\$66,665

Attachment C: Insurance Requirement
TYPE "B" INSURANCE REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, their agents, representatives, employees, or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$200,000 General Aggregate, \$300,000 Products/Completed Operations Aggregate, \$300,000 Personal and Advertising Injury Liability, \$200,000 each Occurrence, \$50,000 Fire Damage Liability, and \$5,000 Medical Expense.

II. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A. Coverage to apply for all employees at STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

III, PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$200,000 each claim, \$300,000 policy aggregate, required for Capital but not for Services.

IV. OTHER INSURANCE PROVISIONS.

A. All Coverages

1. The Contractor shall provide a Certificate of Insurance to the Children's Trust of Alachua County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under "claims made" form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.
2. Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Children's Trust of Alachua County

Attachment CI: Insurance Requirement
Certificate of Insurance

Attachment D
Deliverables

DATE RANGE	DELIVERABLE	EVIDENCE	DUE DATE(S)
Date of Award-April 1 st , 2022	1. Program Preparation	☐ Certificate of Insurance ☐ Affidavit Letter outlining screening of all staff and volunteers. ☐ Verified in Philanthropy Hub (Nonprofits only)	May 15 th , 2022
April 2022	2. Attend CTAC Summer Provider training	☐ Training attendance	April 20, 2022
May -August 30th, 2022	3. Implement the program in a safe and supportive environment # of days # of students	☐ Sign In/Sign Out Sheets ☐ Monthly Invoice	Due 15 th of every month
May -August 30th, 2022	4. Submit child demographics and weekly program attendance including participation in fieldtrips and family engagement activities as applicable.	☐ Submission on CTAC provided data collection spreadsheets or tools	Due 15 th of every month
August 15 th , 2022	5. Submit End of Program Narrative	☐ End-of-Program Narrative ☐ Satisfaction Surveys	August 15 th , 2022

NOTE: An Affidavit Letter is a letter on Contractor letterhead and clearly states that all staff and volunteers have completed the screening and completed Affidavits of Good Moral Character prior to the commencement of the program.

Attachment E
Performance Measures

Quantity: How much?	FY22 Target
Number of children enrolled-full and partial scholarships	100
Number of program days	35
Quality/Effort: How well are services provided?	FY22 Target
Weekly Attendance 100% of enrolled children who attend at least 1 day per week for the expected program length	90%
Site Monitoring (developed by CTAC staff)	Fully Compliant
Client Benefits: Is anyone better off?	
Children who enjoyed camp activities	80%
Parents satisfied with registration process	75%
Parents satisfied with camp activities	85%
Parents felt their kids were safe at camp	90%
Parents satisfied with camp communication	80%
Families enjoyed the overall camp experience	85%

**Attachment F
Data and Reporting**

PARTICIPANT DATA	
DATA REQUIREMENT	Data Collection Tool
<u>Participant Demographics</u>: Providers are expected to collect and report the following on each child served individually: • Unique Identifier • Scholarship Type (i.e., Full or Partial) • Scholarship Amount (i.e., weekly rate) • Enrollment Criteria for Scholarship (i.e., at or below 200% FPL, IEP and/or 504 plans, in foster care, in kinship care, under in-home case management, family receiving SNAP benefits, between 200% - 400% FPL) • Residence City (note, must be Alachua County) • Residence ZIP (note, must be Alachua County) • Age at Enrollment • Grade (i.e., K-12) • School Name • Race (i.e., American Indian or Alaskan, Asian, Black or African American, Pacific Islander, White, Multiracial, Other) • Ethnicity (i.e., Hispanic or Non-Hispanic) • Gender • Parent Language	Provider will develop, collect, and maintain child enrollment forms to support the collection of deidentified data to be submitted to CTAC. Provider will submit data listed for each individual child through a data collection tool provided by CTAC.
Program Participation: Providers are expected to collect and report the following on each child served individually: • Number of days the child attended the program for each week the program operated • Participation in fieldtrips (if applicable) • Participation in family engagement events/activities (if applicable)	Provider will develop, collect, and maintain attendance forms to support the collection of data to be submitted to CTAC. Provider will submit participation data listed for each individual child through a data collection tool provided by CTAC.

PROGRAM QUALITY MEASURES	
DATA REQUIREMENT	Data Collection Tool
Verification of scholarship eligibility: Providers are expected to verify scholarship eligibility.	Site records
Satisfaction <u>Survey</u> : Providers are expected to administer child/youth and parent satisfaction surveys summer.	
<u>Participant</u> Records: Providers shall maintain a file for each child enrolled including enrollment, program consent, and image release forms.	CTAC provided data collection tool.
	Site records

PROGRAM QUALITY MEASURES	
DATA REQUIREMENT	Data Collection Tool
Personnel Records: Providers shall maintain a personnel file for each staff involved in the program, including in-kind staff and volunteers. Each file should contain, at a minimum, background screening results, proof of required trainings, and any required certifications or licensures, including the Affidavit of Good Moral Character.	Staff Qualifications: Providers are expected to hire and retain staff and subcontractors with the necessary qualifications/credentials. Providers are expected to produce proof of required experience, education, and certifications/licensures as specified in Scope of Services

Summer Camp	Due Date•	What to Report
	15 th of Each Month	- Invoice based on actual attendance and enrollment - Prior month's new participant demographics, attendance data
	September 15th	- Final report - Finalized participant data (demographics, attendance, surveys) - Provider End of Summer Reflection survey - Final invoice

Attachment G

MANDATORY REPORTING OF ABUSE CHECKLIST (JUNE 2020)

I A. WHO NEEDS TO REPORT?

In Florida, everyone is a mandatory reporter. However, there are two types of reporters:

- Mandated Reporter (General):
 - o Any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare is a mandatory reporter.
§ 39.201(1)(a).
 - o Any person, including but not limited to state, county, or municipal criminal justice employees or law enforcement officers, who knows or has reasonable cause to suspect that a vulnerable adult has been or is being abused, neglected, or exploited must make a report. § 415.1034(1)(a)5.
- Mandated Reporter (Professional)
 - o Anyone who is legally obligated to report known abuse and must also identify themselves when reporting. These include:
 - Physician, osteopathic physician, medical examiner, chiropractic physician, nurse, paramedic, emergency medical technician, or hospital personnel engaged in the admission, examination, care, or treatment of persons.
§§ 39.201(1)(d)1 and 415.1034(1)(a)1;
 - Health or mental health professional other than listed in paragraph above;
 - Practitioner who relies solely on spiritual means for healing, §§ 39.201(1)(d)3 and 415.1034(1)(a)3;
 - School teacher or other school official or personnel (child), § 39.201(1)(d)4;
 - Social worker, day care center worker, or other professional childcare, foster care, residential or institutional worker (child), § 39.201(1)(d)5;
 - Nursing home staff; assisted living facilities staff; adult day care center staff etc. (vulnerable adults), § 415.1034(1)(a)4;
 - Employees of Department of Business and Professional Regulation conducting inspections of public lodging establishments, § 415.1034(1)(a)6;
 - Law enforcement officer, §§ 39.201(1)(d)6 and 415.1034(1)(a)5; Judge, § 39.201(1)(d)(7) and 415.1034(1)(a)5; and

- Mediators. § 44.405(4)(a)3.
- Note: An officer or employee of the judicial branch is not required to again provide notice of reasonable cause to suspect child abuse, abandonment, or neglect when that child is currently being investigated by the department, there is an existing dependency case, or the matter has previously been reported to the department, provided that there is reasonable cause to believe that the information is already known to the department. This paragraph applies only when the information has been provided to the officer or employee in the course of carrying out his or her official duties. § 39.201(1)(f)

B. WHAT NEEDS TO BE REPORTED?

- **Child Abuse**
 - o A child in need of supervision who has no parent, legal custodian, or responsible adult. § 39.201(1)(a).
 - o A child abused by his or her parent, caregiver, guardian, or other person responsible for the child's welfare. § 39.201(1)(a).
 - o Child abuse by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare. § 39.201(1)(b).
 - o Childhood sexual abuse or victim of a known or suspected juvenile sex offender. § 39.201(1)(c).
 - o If the report contains information of an instance of known or suspected child abuse involving impregnation of a child under 16 years of age by a person 21 years of age or older, the report shall be made immediately to the appropriate county sheriff's office or other appropriate law enforcement agency. § 39.201(2)(e).
 - o Reports involving surrendered newborn infants shall be made and received by the department. § 39.201(1)(g).
- **Sexual Battery**
 - o Section 794.027 requires a person who observes a sexual battery and who has the ability to seek assistance for the victim without being exposed to a threat of physical violence must make a report. Someone other than the victim or a spouse or close family relative of the victim or offender who is not endangered and who fails to seek assistance by reporting the offense to a law enforcement officer is guilty of a misdemeanor of the first degree.

- **Vulnerable Adult Abuse**

- o Section 415.1034(1)(a)5 states that any person, including, but not limited to any state, county, or municipal criminal justice employee or law enforcement officer, who knows, or has reasonable cause to suspect, that a vulnerable adult has been or is being abused, neglected, or exploited shall immediately report such knowledge or suspicion to the central abuse hotline.

C. WHO DO YOU REPORT IT TO?

- Child and adult abuse should be reported to the Florida Department of Children and Families (DCF) through either the DCF statewide hotline (call 1-800-96-ABUSE)(1-800-962-2873) or through the DCF website at <http://reportabuse.dcf.state.fl.us> The hotline also accepts faxes at 1-800-914-0004 and web-based chats on their website. § 39.201(2)(a).
- If the abuse is by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare, the report will be transferred by hotline staff to the appropriate county sheriff's office. § 39.201(2)(b).
- If the alleged abuse is by a juvenile or involves a child who is in the custody or protective supervision of the department, the report shall be transferred by the hotline to the county sheriff's office. § 39.201(2)(c)1.

D. WHAT HAPPENS IF YOU DON'T REPORT?

- Failure to report child abuse to DCF is a third-degree felony. § 39.205(1).
- Failure to report a sexual battery under § 749.027 is a misdemeanor of the first degree.
- Failure to report a case of known or suspected abuse, neglect, or exploitation of a vulnerable adult or preventing someone else from doing so is a misdemeanor of the second degree. § 415.111(1).

E. WHAT HAPPENS IF YOU MAKE A FALSE REPORT?

A person who knowingly and willfully makes a false report of child abuse, abandonment, neglect, or abuse of a vulnerable adult or who advises another to make a false report is guilty of a felony of the third degree. §§ 39.205(9), 415.111(5). However, anyone making a report who is acting in good faith is immune from any liability. §§ 39.205(9), 415.111(5)(b).

CHILDREN'S TRUST OF ALACHUA COUNTY
RESOLUTION 2022-04
Sunnel' Camp & Enrichment Services RFP 2022-03

WHEREAS, the Children's Trust of Alachua County (CTAC) developed and approved Resolution 2020-12, Procurement Policies; and

WHEREAS, the Trust seeks to expand summer programming for low-income families; and

WHEREAS, the Trust seeks to partner with enrichment providers to offer enriching activities that offer youth the opportunity to learn and explore specialty activities that would otherwise not be available through their out of school time programming; and

WHEREAS, the Trust budgeted \$2,000,000 for summer programming in the FY 21-22 Budget,

NOW THEREFORE, be it ordained by the Board of Children's Trust of Alachua County, in the State of Florida, as follows:

SECTION 1: ADOPTION The scope of service, minimum qualifications, evaluation criteria, and review team attached hereto as Exhibit "A" is hereby adopted in its entirety as provided in Exhibit "A" and incorporated herein by this reference.

SECTION 2: EFFECTIVE DATE This Resolution shall be in full force and effect from 03.14.2022 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CHILDREN'S TRUST OF ALACHUA COUNTY BOARD; this 14th day of March 2022,

	AYE	NAY	ABSENT	NOT VOTING
Dr. Margarita Labatta	_____	_____	_____	_____
Tina Cattan	_____	_____	_____	_____
Lee Pinkson	_____	_____	_____	_____
Ken Cornell	_____	_____	_____	_____
Dr. Nancy Hardt	_____	_____	_____	_____
Dr. Patricia Snyder	_____	_____	_____	_____
Cheryl Twombly	_____	_____	_____	_____

Presiding Officer



Dr. Margarita Labatta, Chair
Children's Trust of Alachua County

Attest



Kristy Goldwire, Acting Secretary
Children's Trust of Alachua County

APPENDIX A- PROGRAM FUNDING

GOAL 1: ALL CHILDREN ARE BORN HEALTHY AND REMAIN HEALTHY		\$538,750
STRATEGY 1.1 SUPPORT MATERNAL AND CHILD HEALTH		
<u>PROGRAM</u>	<u>AGENCY</u>	<u>PROPOSED FUNDING</u>
MATERNAL FAMILY PARTNER	Healthy Start of North Central Florida, Inc.	\$75,000
NEWBORN HOME VISITING PROGRAM	Healthy Start of North Central Florida, Inc.	\$400,000
STRATEGY 1.2 SUPPORT MENTAL HEALTH AND SUBSTANCE ABUSE PREVENTION		
<u>PROGRAM</u>	<u>AGENCY</u>	<u>PROPOSED FUNDING</u>
STRATEGY 1.3 SUPPORT PHYSICAL HEALTH		
<u>PROGRAM</u>	<u>AGENCY</u>	<u>PROPOSED FUNDING</u>
WELLNESS COORDINATOR@ HOWARD BISHOP MS	Children's Home Society of Florida	\$63,750
STRATEGY 1.4 IMPROVE FOOD SECURITY		
<u>PROGRAM</u>	<u>AGENCY</u>	<u>PROPOSED FUNDING</u>
GOAL 2: ALL CHILDREN CAN LEARN WHAT THEY NEED TO BE SUCCESSFUL		\$3,500,639
STRATEGY 2.1 SUPPORT PROFESSIONAL DEVELOPMENT AND CAPACITY-BUILDING		
<u>PROGRAM</u>	<u>AGENCY</u>	<u>PROPOSED FUNDING</u>
TRANSFORMATIVE PROFESSIONAL DEVELOPMENT	Early Learning Coalition of Alachua County	\$250,000
VIOLIN MASTER CLASS SERIES	Business Leadership Institute for Early Learning	\$90,000
ACCREDITATION ACADEMY	Multiple	\$300,000
PROFESSIONAL DEVELOPMENT REGISTRY	The Children's Forum	\$34,650
AFTERSCHOOL CAPACITY-BUILDING	Multiple (via an application process)	\$300,000
STRATEGY 2.2 EXPAND ACCESS TO HIGH QUALITY CHILDCARE, AFTERSCHOOL, AND SUMMER PROGRAMS		
<u>PROGRAM</u>	<u>AGENCY</u>	<u>PROPOSED FUNDING</u>
SUMMER PROGRAMMING (2021-2024)	RFP	\$1,100,000
AFTERSCHOOL PROGRAMMING (RFP 2021-06)	Gainesville Area Tennis Association (Aces In Motion)	\$188,443
AFTERSCHOOL PROGRAMMING (RFP 2021-06)	Kids Count In Alachua County, Inc.	\$143,025
AFTERSCHOOL PROGRAMMING (HFP 2021-06)	Boys and Girls Club of Alachua County	\$142,569
AFTERSCHOOL PROGRAMMING (RFP 2021-06)	Girls Place, Inc.	\$120,238
AFTERSCHOOL PROGRAMMING (RFP 2021-06)	Gainesville Circus Center	\$95,539
AFTERSCHOOL PROGRAMMING (HFP 2021-06)	Deeper Purpose Community Church, Inc.	\$72,175
AFTERSCHOOL PROGRAMMING (2022 - 2025)	RFP	\$150,000
STRATEGY 2.3 SUPPORT LITERACY AND OTHER ACADEMIC SUPPORTS		
<u>PROGRAM</u>	<u>AGENCY</u>	<u>PROPOSED FUNDING</u>
DOLLY PARTON IMAGINATION LIBRARY	Gainesville Thrive	\$14,000
STRATEGY 2.4 IMPROVE CAPACITY TO SUPPORT SPECIAL NEEDS		
<u>PROGRAM</u>	<u>AGENCY</u>	<u>PROPOSED FUNDING</u>
STRATEGY 2.5 SUPPORT CAREER EXPLORATION AND PREPARATION		
<u>PROGRAM</u>	<u>AGENCY</u>	<u>PROPOSED FUNDING</u>
YOUTH SUMMER 1085 PROGRAM	RFP	\$500,000
GOAL 3: ALL CHILDREN HAVE NURTURING AND SUPPORTIVE CAREGIVERS AND RELATIONSHIPS		\$220,000
STRATEGY 3.1 SUPPORT INITIATIVES THAT CONNECT FAMILIES TO RESOURCES		
<u>PROGRAM</u>	<u>AGENCY</u>	<u>PROPOSED FUNDING</u>
HELP ME GROW ALACHUA	RFP 2021-07	\$220,000
STRATEGY 3.2 IMPROVE FAMILY STRENGTHENING AND SUPPORTS		
<u>PROGRAM</u>	<u>AGENCY</u>	<u>PROPOSED FUNDING</u>
GOAL 4: ALL CHILDREN LIVE IN A SAFE COMMUNITY		\$
STRATEGY 4.1 SUPPORT INJURY PREVENTION		
<u>PROGRAM</u>	<u>AGENCY</u>	<u>PROPOSED FUNDING</u>
STRATEGY 4.2 SUPPORT INITIATIVES THAT PREVENT DELINQUENCY /TRUANCY		
<u>PROGRAM</u>	<u>AGENCY</u>	<u>PROPOSED FUNDING</u>
STRATEGY 4.3 SUPPORT VIOLENCE PREVENTION INITIATIVES		
<u>PROGRAM</u>	<u>AGENCY</u>	<u>PROPOSED FUNDING</u>
RECOMMENDED PROGRAM FUNDING		\$4,259,389
REIMAGINE GAINESVILLE		\$50,000
PHILANTHROPY HUB - CFNCFL		\$8,500
SPONSORSHIP		\$25,000
MATCH		\$200,000
UNALLOCATED		\$471,426
TOTAL PROGRAM FUNDING		\$5,014,315
Supports the objectives of the Pritzker Children's Initiative		

Contract-13386

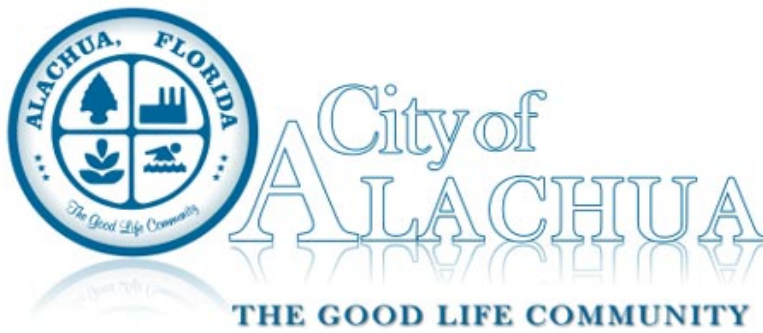
Final Audit Report

2022-05-03

Created:	2022-05-03
By:	Deon Carruthers (dcarruthers@childrenstrustofalachuacounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcQBiwshPIKxnisB33Yyl2JLJp4m2Wf5J

"Contract-13386" History

-  Document created by Deon Carruthers (dcarruthers@childrenstrustofalachuacounty.us)
2022-05-03 - 1:46:39 PM GMT- IP address: 163.120.80.11
-  Document emailed to Bob Swain (bswain@alachuacounty.us) for signature
2022-05-03 - 1:49:19 PM GMT
-  Email viewed by Bob Swain (bswain@alachuacounty.us)
2022-05-03 - 2:06:10 PM GMT- IP address: 163.120.80.69
-  Document e-signed by Bob Swain (bswain@alachuacounty.us)
Signature Date: 2022-05-03 - 2:08:31 PM GMT - Time Source: server- IP address: 163.120.80.69
-  Document emailed to Kristy Goldwire (kgoldwire@childrenstrustofalachuacounty.us) for signature
2022-05-03 - 2:08:33 PM GMT
-  Email viewed by Kristy Goldwire (kgoldwire@childrenstrustofalachuacounty.us)
2022-05-03 - 2:39:26 PM GMT- IP address: 149.19.43.13
-  Document e-signed by Kristy Goldwire (kgoldwire@childrenstrustofalachuacounty.us)
Signature Date: 2022-05-03 - 2:40:50 PM GMT - Time Source: server- IP address: 149.19.43.13
-  Agreement completed.
2022-05-03 - 2:40:50 PM GMT



Commission Agenda Item

MEETING DATE: 2/13/2023

SUBJECT: SETTLEMENT AND MUTUAL RELEASE WITH HARVEST

PREPARED BY: Marian Rush, City Attorney

RECOMMENDED ACTION:

For City Commission to approve Settlement and Mutual Release Agreement in attached exhibit C, and authorize Mayor Gib Coerper and City Manager/Clerk Mike DaRoza to sign it on behalf of the City.

Summary

Harvest DCP of Florida, LLC (herein, “Harvest”) was the purchaser of then tenant in Building C located at 1289 NW Highway 441 in the City of Alachua, Florida (herein, “City”).

Harvest sold the property, but remained the tenant in the building. Harvest wished to do substantial renovations to Building C which were projected to exceed 75% of the value of the building.

Because of the scope of the renovations, the City’s Land Development Regulations (LDR’s) required Harvest to submit a site plan which would bring the property into compliance with the LDR’s.

Harvest did not want to wait until the completion of the work required by a site plan (which had not yet been submitted) before it could pull the building permit and move forward with the renovations.

In order to allow the renovations to move forward and at the same time insure that a site plan would be submitted, approved, and the site plan improvements completed, the City and Harvest entered into a Developer’s Agreement with Harvest dated April 12, 2021 (“Developer Agreement”).

After the City’s approval of the Developer Agreement, Harvest was allowed to pull a

After the City's approval of the Developer Agreement, Harvest was allowed to pull a building permit and commence work on the renovations. The Developer Agreement required submission of a site plan within 30 days and the work required by it be completed within six months of its approval.

By the middle of August 2021, when no site plan had been submitted, it became apparent that Harvest would not meet its time deadline for the completion of the improvements by the middle of October of 2021.

On August 28, 2021, the City and Harvest entered into an Amended and Restated Developer Agreement with Harvest ("Amended Agreement"). The Amended Agreement required the improvements on an approved site plan to be completed by June 1, 2022, subject to a possible extension of this deadline.

It also required that the road depicted on the site plan at or near the back of the property, where Alachua County anticipates constructing a fire station, be completed on or before June 1, 2022.

In order to ensure that the improvements required by the site plan would be completed by Harvest, a condition of the Amended Agreement required Harvest to provide the City with a Common Law Performance Bond in the amount of \$1,851,740.40.

City staff periodically sent inquiries to Harvest representatives inquiring the progress of work being completed as required by the site plan. The City did not receive any response from Harvest.

UPDATE: After the deadlines in the Amended Agreement had passed, the City Commission authorized the City Manager and City Attorney to retain the services of Board-Certified Construction law attorney, Don Niesen, to handle the default under the Amended Agreement.

On June 15, 2022, Don Niesen put the surety, United States Fire Insurance Company, ("USFIC") and Harvest on written notice of the default. Niesen heard back from them and there were numerous phone calls with these two entities and Trulieve, Inc. which merged with Harvest.

It became apparent that none of these entities were up-to-date on what had or had not transpired, as they kept asking for reports of the progress on the construction and copies of the hills

construction and copies of the BMS.

On December 2, 2022, after going back and forth for several months trying to amicably resolve the default for nearly six months, Attorney Niesen provided a final detailed letter to all three potential defendants demanding payment of the full penal sum under bond in the amount of \$1,851,740.40 on or before December 22, 2022, or the complaint would be filed in Eighth Judicial Circuit in and for Alachua County Florida.

Within a few days, Niesen received a phone call from the Surety indicating that a “substantial” offer would be made to the City.

Niesen responded that this was great news as the City could collect this money and then sue Harvest under the Amended Agreement to collect the rest of the money.

The next week, Niesen received a letter from the attorney for Trulieve, Inc. as the successor-by-merger that he is authorized to offer the full amount of the penal sum under the bond, \$1,851,740.40 in full and complete settlement of any claim relating to this matter. **This is the most the City could recover under the bond even if the City went to court.**

The City Attorney and Attorney Niesen negotiated a Settlement and Mutual Release Agreement (“Settlement”) with the USFIC (the bonding company), Harvest, and Trulieve. A copy of this Settlement is attached. It has been signed on behalf of USFIC, Harvest and Trulieve. Under the terms of this

Settlement, Trulieve will pay the City One Million, Eight Hundred Fifty-One Thousand, Seven hundred and Forty Dollars and forty cents (\$1,851,740.40), upon the City executing the Settlement. The terms of the Settlement include the City releasing USFIC, Harvest and Trulieve of any liability against them rising under the Property, The Developer Agreement, the Amended and Restated Developer Agreement, Amended Agreement and the Bond.

No later than the day following the City Commission approving this Settlement, the City Attorney will provide the fully-executed Settlement to Attorney Niesen and he will provide it to the attorney for Trulieve. Payment should be received by Attorney Niesen within 15 days, which the City Attorney will immediately provide to the City.

Back-up documents – Copies of Exhibits:

“A” AMENDED AND RESTATED DEVELOPER AGREEMENT WITH HARVEST, with Exhibits; Note Bond is attached to this as Exhibit E (the last Exhibit);

“B” COPY OF PROPOSED COMPLAINT;

“C” SETTLEMENT AGREEMENT AND MUTUAL RELEASE – SIGNED BY BOND COMPANY, HARVEST AND TRULIEVE (For City to sign).

ATTACHMENTS:

Description

- ☐ 1. Fully executed Amended Developer Agreement
- ☐ 2. Complaint
- ☐ 3. Signature Document

**AMENDED AND RESTATED
DEVELOPER AGREEMENT WITH HARVEST**

THIS AMENDED AND RESTATED DEVELOPER AGREEMENT WITH HARVEST (referred to herein as the “Amended Agreement”) is between HARVEST DCP OF FLORIDA, LLC, a Florida Limited Liability Company (referred to herein as “Harvest”) and the CITY OF ALACHUA, a municipal corporation in the State of Florida (referred to herein as the “City”). Harvest and City may individually also be referred to herein as a “Party” or collectively as the “Parties”.

R E C I T A L S:

WHEREAS, IIP-FL 3 LLC purchased from Harvest the real property described in Exhibit A to the Special Warranty Deed attached as Exhibit 1 (referred to herein as the “Property”) to the affidavit (referred to herein as the “Affidavit”) in Exhibit A attached hereto.

WHEREAS, Harvest is the tenant in Building C which is part of the Property which is locally described as 12895 NW US Highway 441 located in Alachua, Florida.

WHEREAS, Harvest has submitted Commercial Permit Application for Building Permit # 2-21-8139 (referred to herein as the “Permit”) and plans to the City for a remodeling project in Building C located on the Property (referred to herein as the “Remodeling Project”).

WHEREAS, the cost of the Remodeling Project is 75 percent or more than the fair market value of the structure, Building C, therefore, pursuant to Section 8.7.1(C), Building C is required to come 100 percent into compliance with the off-street parking and landscaping standards of the City’s Land Development Regulations (referred to herein as the “LDR’s”).

WHEREAS, in order to bring Building C into compliance with the off-street parking and landscaping standards of the City’s LDR’s, a site plan containing the required improvements consistent with the City’s LDR’s, the City of Alachua Comprehensive Plan and applicable Florida Department of Transportation Regulations) (all jointly referred to herein as the “Site Plan” and more particularly described in Section 3 below) must be submitted to the City by Harvest and be recommended for approval for both the City’s Planning and Zoning Board and the City Commission of the City of Alachua (referred to herein as the “City Commission”).

WHEREAS, Harvest agrees with the Site Plan requirements set forth in the preceding whereas clause, however, Harvest desires to proceed with the Remodeling Project as soon as possible.

WHEREAS, in order to allow the Remodeling Project to move forward and at the same time and make sure that the Site Plan requirements will be met, Harvest and the City are entering into this Amended Agreement.

WHEREAS, at the time of execution of this Amended Agreement Harvest is working in good faith on the Site Plan so it will comply with the LDR's and, therefore, be acceptable to the City, in the City's sole and reasonable discretion.

WHEREAS, since the Site Plan has not yet been approved and the work has not been completed, Harvest is posting a Common Law Performance Bond (referred to herein as the "Bond").

WHEREAS, the Bond shall be in the amount of \$1,851,740.40, which is 120 per cent of the estimated costs of completion for the Roadway Interconnect & Landscaping (\$811,038) and the Parking Paving & Landscaping (\$732,079) submitted by Harvest copies of which are attached hereto and incorporated herein in Exhibits B and C.

WHEREAS, HARVEST agrees that in the event the Site Plan requirements are not satisfied or the improvements contained on the Site Plan are not completed within the time frames required by this Agreement, the City, in its sole and reasonable discretion, shall be entitled to make a claim for payment on the Bond.

WHEREAS, IIP-FL 3 LLC has consented to Harvest undertaking the Remodeling Project and constructing and completing the improvements contained in the Site Plan for and on the Property solely at the expense of Harvest as set forth in the Affidavit.

WHEREAS, on April 12, 2021, City and Harvest entered into that certain Developer Agreement with Harvest (referred to herein as the "Original Agreement"), a copy of which is attached hereto as Exhibit D, in which the Parties agreed, among other things, that Harvest could proceed with the Remodeling Project concurrently with moving along with the Site Plan required on the Property by the LDR's, provided that a final inspection for the issuance of a certificate of occupancy for Building C would not be issued until the improvements required by the Site Plan had been completed and Harvest specifically assumed this risk in moving forward with the Remodeling Project and agreed that the requirements in the Original Agreement did not inordinately burden the use of the Property.

WHEREAS, Harvest requests that the City allow Harvest to complete the Remodeling Project and conduct a final inspection for the Remodeling Project so that the certificate of occupancy for Building C may be issued before the Site Plan has been approved or the improvements on it have been completed.

WHEREAS, Harvest desires to amend the terms of the Original Agreement so a final inspection may be conducted on the Remodeling Project and the certificate of occupancy for Building C and the Remodeling Project may be issued prior to Harvest completing the Site Plan requirement, which includes, but is not limited to, a road which shall provide interconnection between the Property and the adjacent parcel known as Tax Parcel 05844-004-001 from the locations between the red stars shown on attached Exhibit B to the Original Agreement (herein

referred to as the “Road”) and provide access to US Highway 441. The Road shall be constructed in accordance with the Manual of Uniform Minimum Standards for Design, Construction and Maintenance (commonly referred to as the Florida Greenbook), FDOT Standard Specifications for Road & Bridge Construction, latest edition, and the LDR’s. This will require a minimum 50-foot right-of-way width with 12-foot minimum travel lanes along with easements for ingress, egress and utilities. The Road subgrade and asphalt surface shall be designed in accordance with the criteria as set forth in the FDOT Standard Specifications for Road & Bridge Construction for subgrade bases and asphalt thickness. The Road shall be designed to accommodate a 30-ton weight (at a minimum). Any existing paving/surface material and existing subgrade will need to be removed and replaced to ensure that the Road meets minimum requirements. Review of the Road design will be performed during the Site Plan review process by the City Public Services Department and an outside consulting engineer to ensure the standards of the preceding design documents are met and that the design meets acceptable engineering practices for roadway design. The routing of the Road shall be configured to provide safe and convenient interconnectivity from the locations shown on Exhibit B to the Original Agreement through the Property to the intersection of the street and US Highway 441 as more specifically set forth in the Site Plan.

WHEREAS, the City agrees to Harvest’s requested changes to the Original Agreement subject to and contingent upon Harvest complying with the terms and conditions set forth in this Amended Agreement.

WHEREAS, in order to facilitate the amendment to the Original Agreement, Harvest and the City are entering into this “AMENDED AND RESTATED DEVELOPER AGREEMENT WITH HARVEST” which supersedes and replaces the Original Agreement on and after the date of execution of this Amended Agreement.

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

WHEREAS, Harvest acknowledges that this Amended Agreement is a regulatory agreement required as part of the process for the issuance of development permits including the Permit and the Site Plan and, as such, Harvest shall not have any claim for monetary damages against the City in the event of any dispute regarding or in any way arising out of this Amended Agreement.

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

1. **Recitals:** The above recitals are true and correct and are incorporated into this Amended Agreement by reference.

2. **Issuing Permit:** The Parties acknowledge that the Permit has been issued by the City and that Harvest has been allowed to move forward with the Remodeling Project.
3. **Site Plan:** Harvest has submitted a proposed Site Plan to the City which is being revised in order to comply with the LDR's and City staff is using diligent and good faith efforts to provide Harvest with comments to finalize the Site Plan into a form to be recommended for approval by the City staff. Subject to possible extension pursuant to Section 16 of this Amended Agreement, Harvest agrees that the improvements in the Site Plan shall be completed on or before June 1, 2022. Subject to possible extension pursuant to Section 16 of this Amended Agreement, if Harvest does not complete construction of the Road on or before June 1, 2022, the City, in its sole discretion, may declare Harvest in default under this Amended Agreement and make demand for payment under the Common Law Performance Bond provided by Harvest for the completion of the road, as further described in Section 4 below.
4. **Surety:** Harvest shall provide the City with a Common Law Performance Bond in the form and substance of Exhibit E attached hereto, which shall be issued by an insurance company listed on the U.S. Department of Treasury's listing of approved sureties (Department Circular 5707) which is authorized to transact business in the State of Florida and is doing business through an agent authorized to transact business in the State of Florida in the amount of \$1,851,740.40 prior to the City Commission approving this Amended Agreement. The Bond shall remain in full force and effect for the warranty period which is for a period of one year after the completion of the Site Plan improvements and satisfaction of any deficiencies to the improvements depicted in the Site Plan which are found within the one-year period following completion of the improvements depicted in the Site Plan. The City will periodically perform inspections on the Road during construction and promptly perform a final inspection of the Road when Harvest advises that the Road is complete. Upon the completion of the warranty period, the City Manager is authorized to and shall promptly provide written notification to both Harvest and the surety providing the Bond that Harvest has complied with all of the requirements of this Amended Agreement and that the Bond is to be discharged and terminated. The notice described in the preceding sentence is to be sent to all addresses appearing on the face of the Bond in accordance with the manner in which notice is to be provided in Section 14.
5. **Compliance:** Harvest shall complete the Remodeling Project and the improvements depicted on the Site Plan solely at the expense of Harvest and in compliance with: 1) the terms of Permit, including any revisions to the Permit, 2) the Site Plan, 3) the LDR's, and 4) all other applicable rules, regulations, laws and ordinances.
6. **Certificate of Occupancy for Remodeling Project:** Upon the approval of this Amended Agreement and a satisfactory inspection (conducted in accordance with all applicable laws and regulations) of the Remodeling Project by the City, a certificate of occupancy for the Remodeling Project and Building C may be issued before the completion of the Site Plan improvements.

7. **Effective Date:** This Amended Agreement shall be effective upon it being executed by Harvest and approved by the City Commission.
8. **No Inordinate Burden on Land:** Harvest agrees that the requirements under this Amended Agreement in no way inordinately burdens any existing use of the Property including Building C or any vested right to specific use of the Property including Building C.
9. **Compliance with Other Laws:** Nothing contained in this Amended Agreement shall relieve Harvest 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 completion of the Remodeling Project or the completion of the Site Plan and the improvements reflected on it. .
10. **Police Powers:** In the event Harvest or its agents, contractor, subcontractors, or anyone else acting on behalf of Harvest or its 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 issue a stop work until appropriate corrective measures are taken, without limiting any other remedies available to the City.
11. **Indemnity:** Harvest shall indemnify and hold harmless the City, its officers, agents, employees, attorneys, or anyone's 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, downtime of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent or wrongful act or omission on the part of Harvest or its agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of Harvest for whose acts Harvest or its agent, contractors, or subcontractors may be liable or responsible. Harvest further agrees that Harvest 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. Harvest shall remain liable to the City notwithstanding any attempt by Harvest to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.
12. **Payments:** Any payments due from Harvest to the City hereunder shall be made either by bank check or cashier's check payable to the City and provided to the City at the address in Section 14 below.
13. **Amended Agreement Runs with Land:** This Amended Agreement shall run with the land. If Harvest does not complete work to be performed under this Amended

Agreement, the City has the option, but not the obligation to record this Amended Agreement in the Public Records of Alachua County, Florida so that it is binding upon any successors or assigns of the Property.

14. **Notices:** Except as otherwise provided in this Amended 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

Harvest: HARVEST DCP OF FLORIDA, LLC
Attn: General Counsel
1155 W. Rio Salado Parkway
Suite 201
Tempe, Arizona 85281
leaseadmin@harvestinc.com

15. **Binding Effect:** The City and Harvest each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Amended Agreement.
16. **Further Extension:** Nothing in this Amended Agreement shall preclude Harvest from requesting an additional extension of any time frames contained in this Amended Agreement.
17. **Severability:** If any provision of this Amended Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
18. **Not Assignable Without Approval:** This Amended Agreement shall not be assignable by Harvest without the written approval of the City Commission.
19. **Enforcement:** The failure of either City or Harvest to exercise any right under this Amended Agreement shall not waive such right in the event of any future default or non-compliance with this Amended Agreement.

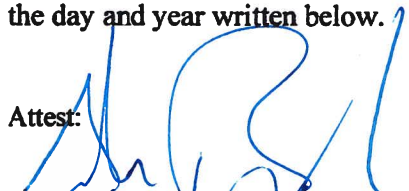
20. **Jurisdiction and Venue:** This Amended Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.
21. **Amendment:** This Amended Agreement may only be amended by mutual written agreement by the City and Harvest with prior approval of the City Commission.
22. **Legal Advice:** Harvest and the City have each had the advice of their respective attorneys before entering into this Amended Agreement.
23. **Joint Preparation:** This Amended Agreement has been drafted with participation of the City and Harvest and shall not be construed against either the City or Harvest on account of draftsmanship.
24. **Captions and Headings:** Paragraph/section headings are for convenience only and shall not be used to construe or interpret this Amended Agreement.
25. **Time of Essence:** Time is of the essence in complying with the terms of this Amended Agreement.
26. **Entire Agreement:** This Amended Agreement constitutes the entire agreement of the City and Harvest and supersedes all prior written or oral agreements, understanding or representations.
27. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Amended Agreement, the sole and exclusive remedy of Harvest against the City, after Harvest exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Harvest specifically waives all other remedies it may have against the City. In no event shall Harvest have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Amended Agreement.
28. **Sovereign Immunity:** The City does not waive its sovereign immunity in entering into this Amended 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.
29. **Counterparts; Facsimile and PDF Signatures:** This Amended Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document. A facsimile or portable document format (PDF) signature on this Amended Agreement shall be equivalent to, and have the same force and effect as, an original signature.
30. **Force Majeure:** Neither Party shall be in default of this Amended Agreement by reason of its delay in the performance of or failure to perform any of its obligations under this Amended Agreement if such delay or failure is caused by acts of God, riots, civil unrest or insurrection, pandemic, war, terrorism, or any other unforeseeable cause

or event beyond a Party's control and without its fault or gross negligence (any such event, a "Force Majeure Event"). The delayed Party shall notify the other Party as soon as possible and shall use commercially reasonable efforts to remedy the non-performance as soon as possible, and the period for the performance shall be extended for an interval equivalent to the period of such delay.

[Signature Pages Follow]

IN WITNESS WHEREOF, City and Harvest have hereunto set their hands and seals
the day and year written below.

Attest:


Adam Boukari, City Manager/Clerk

CITY OF ALACHUA

By:

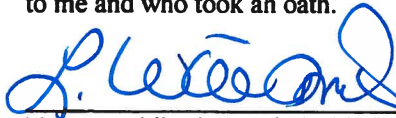

Gib Coerper, Mayor

Date

6-28-2021

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING DEVELOPER AGREEMENT WITH HARVEST DCP OF
FLORIDA, LLC was sworn and subscribed before me, by means of ☒ physical presence or ___
online notarization, on this 28 day of June 2021 by GIB COERPER, who is personally known
to me and who took an oath.


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

LEANNE WILLIAMS
Commission # GG 191426
Expires July 1, 2022
Bonded Thru Budget Notary Services

Approved as to form:


Marian B. Rush, City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

Witnesses:

Name: Robert Denais

HARVEST DCP OF FLORIDA, LLC

By: Steve White, CEO

Date 6/23/2021

STATE OF ARIZONA
COUNTY OF MARICOPA

THE FOREGOING DEVELOPERS AGREEMENT WITH HARVEST DCP OF FLORIDA, LLC was sworn to and subscribed before me, by means of X physical presence or _____ online notarization, on this 23 day of June, 2021 by Steve White, as CEO of HARVEST DCP OF FLORIDA, LLC, who is personally known to me or who produced a valid Driver's License as identification, and who took an oath.

Allison McBride
Notary Public

Commission No.:

Expiration:

[SEAL]

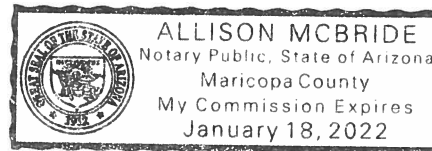


EXHIBIT A

SECOND CONSENT AFFIDAVIT OF IIP-FL 3 LLC

[See attached]

SECOND AFFIDAVIT OF CONSENT OF IIP-FL 3 LLC

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

BEFORE ME personally appeared Brian Wolfe, who after first being duly sworn upon oath deposes and states:

1. I, Brian Wolfe, am over the age of 21, have personal knowledge of the statements contained in this affidavit, and am *sui juris*.

2. I am presently employed in the position of Vice President, General Counsel and Secretary at IIP-FL 3 LLC. I am authorized to execute this Affidavit on behalf of IIP-FL 3 LLC.

3. IIP-FL 3 LLC is incorporated under the laws of the State of Delaware, its principal place of business is in San Diego, California, and it is registered as a Foreign Limited Liability Company with the Division of Corporations of the Office of the Florida Secretary of State

4. IIP-FL 3 LLC purchased Property described in Exhibit A to the Special Warranty Deed (referred to as the "Property") attached hereto as Exhibit 1 from Harvest DCP of Florida, LLC (referred to as "Harvest").

5. Harvest is a tenant in the Property.

6. Harvest has applied to the City of Alachua (referred to as the "City") for a Commercial Building Permit # 2-21-8139 for a remodeling project in Build C ("Remodeling Project"), located at 12895 NW US Highway 441, Alachua Florida (referred to as the "Building Permit"), which is part of the Property.

7. IIP-FL 3 LLC approved previously approved the Remodeling Project.

8. In conjunction with the Remodeling Project, Harvest also entered into a Developer Agreement With Harvest with the City in order to allow Harvest to commence the Remodeling Project prior to the completion of a site plan required by the Remodeling Project.

9. It is my understanding that Harvest is now amending the Developer Agreement with Harvest by entering into an Amended and Restated Developer Agreement With Harvest ("Amended Agreement") in order to allow Harvest to obtain a certificate of occupancy before the completion of the Site Plan improvements.

10. IIP-FL 3 LLC agrees, consents to and authorizes that if Harvest does not complete the construction required by the Site Plan and Amended Agreement, the City is authorized by IIP-FL 3 LLC to record the Amended

Agreement in the Public Records of Alachua County, Florida.

11. IIP-FL 3 LLC also agrees if Harvest defaults under the Amended Agreement by failing to properly construct or complete the road in the Site Plan as required in the Amended Agreement, that IIP-FL 3 LLC consents to the City entering upon the Property and completing the construction of the road. The payment of this construction shall be from the Common Law Performance Bond provided by Harvest for this purpose under the Amended Agreement.

12. IIP-FL 3 LLC acknowledges that the Amended Agreement is a valid exercise of the City's police powers, that the sole and exclusive remedy for any dispute arising out of or related to that Amended Agreement shall be an action for declaratory judgment and that no monetary remedy is available against the City for any dispute under the Amended Agreement.

13. IIP-FL 3 LLC agrees and acknowledges that the City's requirements for Building Permit # 2-21-8139, the Site Plan and the Amended Agreement do not inordinately burden the Property.

FURTHER AFFIANT SAYETH NAUGHT



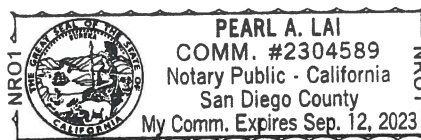
Brian Wolfe

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

Sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, on this 10th day of June 2021 by Brian Wolfe who ☐ is personally known to me or ☒ has produced a valid California Driver License as identification, and who took an oath.

Pearl A. Lai 
Notary Public, State of California
Print Name: Pearl A. Lai
Commission No.: 2304589
Expiration: Sept. 12, 2023 [SEAL]



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3312256 8 PG(S)

1/25/2021 10:13 AM
BOOK 4852 PAGE 1515
J.K. JESS IRBY, ESQ.

Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 992282
Doc Stamp-Mort: \$0.00
Doc Stamp-Deed: \$186,600.00
Intang. Tax: \$0.00

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL AND SEND
TAX BILLS TO:

IIP-FL 3 LLC
11440 West Bernardo Court
Suite 100
San Diego, CA 92127
Attn: General Counsel

PERMANENT PARCEL NUMBERS:
05855004000 and 05855004001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

This DEED is made and entered into as of the 22 day of January, 2021, by Harvest DCP of Florida, LLC, a Florida limited liability company, having an address of 1155 West Rio Salado Parkway, Suite 201, Tempe, Arizona 85281 Attention: Assistant General Counsel, Real Estate ("Grantor"), to for the benefit of IIP-FL 3 LLC, a Delaware limited liability company, having an address of 11440 West Bernardo Court, Suite 100, San Diego, California 92127 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL unto the Grantee the following described real estate, situated in the County of Alachua and the State of Florida, (the "Property") more particularly described as follows:

See Exhibit A attached hereto and hereby made a part hereof.

Subject however, to any real estate taxes or assessments for the year 2020 and all subsequent years, applicable zoning, laws and governmental regulations and the conditions, restrictions, reservations, covenants, easements, rights of way, and other agreements of record affecting title to the Property set forth on Exhibit B attached hereto, however this provisions shall not reimpose any of the same (the "Permitted Exceptions").

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its successors and assigns forever. The Grantor hereby specially warrants the title to the Property, subject to the Permitted Exceptions, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but against none other.

EXHIBIT 1 to Second Affidavit of
Consent of IIP-FL 3 LLC



IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day and year first above written.

Witness Signatures:

William M. Kocio
Name: William M. Kocio

Robert Dennis
Name: Robert Dennis

GRANTOR:

HARVEST DCP OF FLORIDA, LLC,
a Florida limited liability company

By: [Signature]
Name: Steve White
Title: CEO

STATE OF ARIZONA)
COUNTY OF MARICOPA)

SS.

I, The undersigned, a Notary Public for said County and state, do hereby certify that Steve White, the CEO of Harvest DCP of Florida, LLC, a Florida limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such CEO of Harvest DCP of Florida, LLC, a Florida limited liability company, he signed and delivered the said instrument as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal or stamp, this 19 day of January, 2021.

[Signature]
Notary Public

My commission expires:

1/18/2022

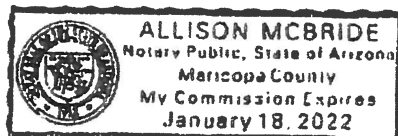


EXHIBIT A
TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF REAL PROPERTY

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch rebar and cap (#3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing Moltech Manufacturing building with said right-of-way line and the Point of Beginning; thence, leaving said right-of-way line, North 23 degrees 59 minutes 25 seconds East, along said projected line, a distance of 664.68 feet to a set rebar and cap (#3524); thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet to a set nail and disk (#3524); thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet to a set 5/8 inch rebar and cap (#3524); thence North 65 degrees 49 minutes 12 seconds West, a distance of 500.01 feet to a set 5/8 inch rebar and cap (#3524); thence North 24 degrees 11 minutes 00 seconds East, a distance of 870.43 feet to a set 5/8 inch rebar and cap (#3524) marking the intersection with the South line of the Seaboard Coast Line Railroad (200 foot right-of-way); thence North 58 degrees 45 minutes 42 seconds West, along said right-of-way, a distance of 881.26 feet to a found 5/8 inch rebar and cap (#3524); thence South 23 degrees 50 minutes 23 seconds West, a distance of 2014.63 feet to a found 4 inch x 4 inch concrete monument; thence South 01 degrees 33 minutes 25 seconds West, a distance of 169.02 feet to a found 5/8 inch rebar and cap (#3524); thence South 66 degrees 13 minutes 12 seconds East, a distance of 305.43 feet to a found 1 inch open pipe; thence South 22 degrees 09 minutes 10 seconds West, a distance of 158.74 feet to a found 1 inch open pipe marking a point on the North right-of-way line of U.S. Highway 441; thence South 66 degrees 00 minutes 17 seconds East, along said right-of-way line, a distance of 1251.02 feet to the Point of Beginning, more or less.

Less the following-described Parcel (Cemetery Lot):

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 65 degrees 56 minutes 44 seconds West a distance of 867.12 feet to a found 5/8 inch rebar and cap (#3524); thence leaving said right-of-way line North 15 degrees 03 minutes 32 seconds West a distance of 187.96 feet to a found 5/8 inch rebar and cap (#3524); thence North 24 degrees 10 minutes 22 seconds East a distance of 626.55 feet to a found 5/8 inch rebar and cap (#3524); thence North 24 degrees 10 minutes 33 seconds East a distance of 41.51 feet to a set 5/8 inch rebar and cap (#3524); thence North 16 degrees 37 minutes 33 seconds East a distance of 129.54 feet to a found 5/8 inch rebar and cap (#3524) and the Point of Beginning; thence North 02 degrees 02 minutes 12 seconds East a distance of 200.81 feet to a point; thence North 79 degrees 51 minutes 54 seconds West a distance of 58.29 feet to a point; thence North 02 degrees 52 minutes 48 seconds East a distance of 66.89 feet to a point; thence South 86 degrees 13 minutes 09 seconds West a distance of 165.25 feet to a point; thence South 10 degrees 05 minutes 22 seconds West a

distance of 240.68 feet to a point; thence South 83 degrees 17 minutes 12 seconds East a distance of 255.69 feet to the Point of Beginning.

AND LESS AND EXCEPT: (Laser Parcel)

A portion of Parcel A as recorded in Official Records Book 3527, Page 1217 of the Public Records of Alachua County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet; thence North a distance of 218.99 feet to a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West on said North right-of-way line a distance of 171.11 feet to the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing and distance of North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence Northwesterly on the arc of said curve a distance of 1369.44 feet; thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to the Southeast corner of said Parcel A; thence on the boundary of said Parcel A the following Seven (7) courses and distances: 1) leaving said North right-of-way line, North 23 degrees 59 minutes 25 seconds East, a distance of 664.68 feet; 2) thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet; 3) thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet; 4) thence North 63 degrees 49 minutes 12 seconds West, a distance of 500.01 feet to the Point of Beginning of the following described Parcel of land; 5) thence North 24 degrees 11 minutes 00 seconds East, a distance of 870.43 feet to a point on the South right-of-way line of the Seaboard Coast Line Railroad (200 foot right-of-way); 6) thence North 58 degrees 45 minutes 42 seconds West, on said South right-of-way line, a distance of 881.26 feet; 7) thence South 23 degrees 50 minutes 23 seconds West, a distance of 1504.88 feet; thence leaving said boundary South 65 degrees 30 minutes 13 seconds East, a distance of 699.02 feet; thence North 24 degrees 02 minutes 31 seconds East, a distance of 530.00 feet to a point on the Northwesterly projection of the boundary of said Parcel A; thence South 65 degrees 49 minutes 12. seconds East on said Northwesterly projection, a distance of 167.86 feet to the Point of Beginning.

AND LESS AND EXCEPT: (Harvest Parcel)

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being a portion of Parcel A as recorded in Official Records Book 3527, Page 1217 of the Public Records of Alachua County, Florida and more particularly described as follows:

Commence at a found iron pin marking the Southeast Corner of Section 20, Township 8 South Range 19 East, Alachua, County, Florida; thence West a distance of 1313.40 feet to a Point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a Point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida D.O.T.) marking the Point of Curvature of a curve Concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a Radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida D.O. T.); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch rebar and cap. (#3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing Moltech Manufacturing Building with said right-of-way line and the Point of Beginning of said Parcel A; thence on the boundary of said Parcel A the following Five (5) courses and distances: 1) continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 828.95 feet to the Point of Beginning of the following described Parcel of land; 2) thence continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 422.07 feet; 3) thence North 22 degrees 09 minutes 10 seconds East, a distance of 158.74 feet; 4) thence North 66 degrees 13 minutes 12 seconds West, a distance of 305.43 feet; 5) thence North 01 degrees 33 minutes 25 seconds East, a distance of 116.27 feet; thence North 23 degrees 50 minutes 23 seconds East on a line 20 feet Easterly of and parallel with the Westerly line of said Parcel A, a distance of 558.33 feet to a Point on the Southerly most South line of the lands described in Official Records Book 4637, Page 2216 of said Public Records; thence South 65 degrees 30 minutes 13 seconds East on said South line, a distance of 679.02 feet to the Southerly most Southeast corner of said lands; thence South 24 degrees 02 minutes 31 seconds West, a distance of 184.54 feet; thence South 49 degrees 29 minutes 39 seconds East, a distance of 103.97 feet; thence South 23 degrees 59 minutes 52 seconds West, a distance of 603.28 feet to a Point on said North right-of-way line and the Point of Beginning.

AND LESS AND EXCEPT: (Parcel for Hague Fire Station Contract)

A parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Southeast corner of lands as described and recorded in Official Records Book 3527, at Page 1217, of the Public Records of Alachua County, Florida, said corner being on the North right of way line of U.S. Highway 441, (State Road number 25/20, 200 foot wide right of way); thence run North 66 degrees 00 minutes 17 seconds West, along said right of way line a distance of 101.41 feet to the Point of Beginning; thence run North 66 degrees 00 minutes 17 seconds West, along said right of way line, a distance of 188.59 feet to the Easterly easement line of a Duke Energy 160 foot wide right of way, (formerly Florida Power Corporation) as described and recorded in Official Records Book 219, at Page 571, Public Records of Alachua County, Florida; thence run North 23 degrees 58 minutes 26 seconds East, departing from said right of way line and along said easement line, a distance of 237.92 feet; thence run South 66 degrees 00 minutes 17 seconds East, departing said easement line, a distance of 188.71 feet; thence run South 24 degrees 00 minutes 13 seconds West, a distance of 237.92 feet to the Point of Beginning.

AND LESS AND EXCEPT: (20 FOOT WIDE STRIP)

A 20 foot wide strip of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being a portion of Parcel A as recorded in Official Records Book 3527, Page 1217, of the Public Records of Alachua County, Florida, and more particularly described as follows:

Commence at the Southeast corner of said Parcel A, being on the North right-of-way line of U.S. Highway 441; thence on the boundary of said Parcel A the following five (5) courses and distances: 1) North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 1,251.02 feet; 2) thence North 22 degrees 09 minutes 10 seconds East, a distance of 158.74 feet; 3) thence North 66 degrees 13 minutes 12 seconds West, a distance of 305.43 feet; 4) thence North 01 degrees 33 minutes 25 seconds East, a distance of 116.27 feet to the Point of Beginning; 5) thence continue North 01 degrees 33 minutes 25 seconds East, a distance of 52.75 feet to a point on the Westerly line of said Parcel A; thence North 23 degrees 50 minutes 23 seconds East on said Westerly line, a distance of 509.75 feet to a point on the Southerly most South line of the lands described in Official Records Book 4637, Page 2216, of said public records; thence South 65 degrees 30 minutes 13 seconds East on said South line, a distance of 20.00 feet; thence South 23 degrees 50 minutes 23 seconds West on a line 20 feet East of and parallel with said Westerly line, a distance of 558.33 feet to the Point of Beginning.

TOGETHER WITH:

A 50 feet wide outfall storm drainage easement located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch re bar and cap (#3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing moltech manufacturing building with said right-of-way line; thence, leaving said right-of-way line, North 23 degrees 59 minutes 25 seconds East, along said projected line, a distance of 664.68 feet to a set rebar and cap (#3524); thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet to a set nail and disk (#3524); thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet to a set 5/8 inch rebar and cap (#3524); thence continue North 24 degrees 28 minutes 46 seconds East, a distance of 292.58 feet to a point marking the Point of Beginning; thence South 65 degrees 21 minutes 28 seconds East, a distance of 700.27 feet to a point; thence South 23 degrees 19 minutes 09 seconds East, a distance of 245.10 feet to a point; thence South 18 degrees 09 minutes 39 seconds East, a distance of 132.02 feet to a point; thence South 15 degrees 32 minutes 29 seconds West, a distance of 265.88 feet to a point; thence South 74 degrees

27 minutes 31 seconds East, a distance of 50.00 feet to a point; thence North 15 degrees 32 minutes 29 seconds East, a distance of 281.02 feet to a point; thence North 18 degrees 09 minutes 39 seconds West, a distance of 149.41 feet to a point; thence North 23 degrees 19 minutes 09 seconds West, a distance of 266.56 feet to a point; thence North 65 degrees 21 minutes 28 seconds West, a distance of 734.70 feet to a point marking the intersection with the waters edge of Lake Ursula; thence along the said waters edge of Lake Ursula, a distance of 50.00 feet to a point; thence, leaving said waters edge, South 65 degrees 21 minutes 28 seconds East, a distance of 15.22 feet to the Point of Beginning.

AND TOGETHER WITH:

Lake Ursula storm drainage easement located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch rebar and cap #3524 marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing moltech manufacturing building with said right-of-way line; thence leaving said right-of-way line, North 23 degrees 59 minutes 25 seconds East, along said projected line, a distance of 664.68 feet to a set rebar and cap (#3524); thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet to a set nail and disk #3524; thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet to a set 5/8 inch rebar and cap (#3524) and the Point of Beginning; thence North 65 degrees 49 minutes 12 seconds West, a distance of 500.01 feet to a set 5/8 inch rebar and cap (#3524); thence North 24 degrees 11 minutes 00 seconds East, a distance of 870.43 feet to a set 5/8 inch rebar and cap (#3524) marking the intersection with the South line of the seaboard coast line railroad (200 foot right-of-way); thence South 58 degrees 45 minutes 42 seconds East, a distance of 508.03 feet to a point; thence South 24 degrees 28 minutes 46 seconds West, a distance of 808.02 feet to the Point of Beginning.

AND TOGETHER WITH:

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being a portion of Parcel A as recorded in Official Records Book 3527, Page 1217 of the Public Records of Alachua County, Florida and more particularly described as follows:

Commence at a found iron pin marking the Southeast Corner of Section 20, Township 8 South Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a Point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a Point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida D.O.T.) marking the Point of Curvature of a curve Concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a Radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida D.O. T.); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch rebar and cap. (#3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing Moltech Manufacturing Building with said right-of-way line and the Point of Beginning of said Parcel A; thence on the boundary of said Parcel A the following Five (5) courses and distances: 1) continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 828.95 feet to the Point of Beginning of the following described Parcel of land; 2) thence continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 422.07 feet; 3) thence North 22 degrees 09 minutes 10 seconds East, a distance of 158.74 feet; 4) thence North 66 degrees 13 minutes 12 seconds West, a distance of 305.43 feet; 5) thence North 01 degrees 33 minutes 25 seconds East, a distance of 116.27 feet; thence North 23 degrees 50 minutes 23 seconds East on a line 20 feet Easterly of and parallel with the Westerly line of said Parcel A, a distance of 558.33 feet to a Point on the Southerly most South line of the lands described in Official Records Book 4637, Page 2216 of said Public Records; thence South 65 degrees 30 minutes 13 seconds East on said South line, a distance of 679.02 feet

to the Southerly most Southeast corner of said lands; thence South 24 degrees 02 minutes 31 seconds West, a distance of 184.54 feet; thence South 49 degrees 29 minutes 39 seconds East, a distance of 103.97 feet; thence South 23 degrees 59 minutes 52 seconds West, a distance of 603.28 feet to a Point on said North right-of-way line and the Point of Beginning.

Tax Parcel No: A portion of 05855-004-000

ADDRESS: 12895 NW US Highway 441
Alachua, Florida

EXHIBIT B
TO SPECIAL WARRANTY DEED
PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 2021 and subsequent years, which are not yet due and payable.
2. Easement granted to Florida Power Corporation as set forth in document recorded in Official Records Book 219, Page 571, of the Public Records of Alachua County, Florida; Supplement to Easement recorded in Official Records Book 349, Page 472, of the Public Records of Alachua County, Florida.
3. Ordinance No. 0-90-21 of the City of Alachua extending corporate limits recorded in Official Records Book 1786, Page 815, of the Public Records of Alachua County, Florida.
4. Right of way of the "community road" as referenced in Official Records Book 1923, Page 140, Public Records of Alachua County, Florida. (As to Parcel 1)
5. Notice recorded in Official Records Book 2138, Page 2461, of the Public Records of Alachua County, Florida. (As to Parcel 2)
6. Terms and conditions contained in Drainage Easement between Lithium Nickel Asset Holding Company I, Inc., a Delaware corporation, and Phoenix Commercial Park, LLLP, a Florida limited liability limited partnership, recorded in Official Records Book 3527, Page 1206, of the Public Records of Alachua County, Florida.
7. Distribution Easement granted to Duke Energy Florida, Inc., d/b/a Duke Energy, recorded in Official Records Book 4308, Page 685, of the Public Records of Alachua County, Florida.
8. Ordinance 18-14 of the City of Alachua, Florida, extending corporate limits to encompass subject property recorded in Official Records Book 4617, Page 1019, of the Public Records of Alachua County, Florida.
9. Easement granted to the City of Alachua, recorded in Official Records Book 4668, Page 800, of the Public Records of Alachua County, Florida.
10. Terms and conditions contained in Easement granted to Harvest DCP of Florida, LLC, recorded in Official Records Book 4682, Page 646, of the Public Records of Alachua County, Florida.
11. Easement granted to Duke Energy of Florida, LLC d/b/a Duke Energy recorded in Official Records Book 4746, Page 1719, of the Public Records of Alachua County, Florida.
12. Easement for ingress and egress over and across subject property for access to any burial lots or cemetery located on adjacent lands.
13. Terms, covenants, conditions and provisions of that certain unrecorded lease by and between IIP-FL 3 LLC, as landlord, and San Felasco Nurseries, Inc., a Florida corporation.

EXHIBIT B

**ESTIMATED COSTS OF COMPLETION FOR THE ROADWAY INTERCONNECT &
LANDSCAPING**

[See attached]

HARVEST - Alachua

Roadway Interconnect & Landscaping

Facility Size Metrics	3,424	Lanscaping SF
	65,988	Paved SF
Facility Cost Metrics	\$ 811,038	TOTAL COST
	\$ 12	Cost/Total SF

Paving & Landscaping

DIV 02 - Existing Conditions	\$0
DIV 03 - Concrete	
-Site Concrete (Curbs, etc)	\$0
DIV 31 - Earthwork	
- Asphalt demo	\$65,988
-Grading	\$68,727
DIV 32 - Exterior Improvements	\$0
-Roadway Paving & Base	\$547,700
-Landscaping	\$42,392
DIV 33 - Utilities	\$0
-Stormwater Piping	\$0
	\$0
Design	\$13,750
GCs and CM Fee	\$72,481
CONTINGENCY	\$0
TOTAL INFRASTRUCTURE	\$811,038



Rob Davis, PE

EXHIBIT C

ESTIMATED COSTS OF COMPLETION FOR THE PARKING PAVING & LANDSCAPING

[See attached]

Parking Paving & Landscaping

Paving & Landscaping

**EXHIBIT C to Amended and Restated
Developer Agreement with Harvest**

EXHIBIT D

[ORIGINAL] DEVELOPER AGREEMENT WITH HARVEST

[See attached]

DEVELOPER AGREEMENT WITH HARVEST

THIS DEVELOPER AGREEMENT (referred to herein as "Agreement") is between HARVEST DCP OF FLORIDA, LLC, a Florida Limited Liability Company (referred to herein as "Harvest") and the CITY OF ALACHUA, a Florida municipal corporation (referred to herein as the "City").

R E C I T A L S:

WHEREAS IIP-FL 3 LLC purchased property described in Exhibit A to the Special Warranty Deed attached as Exhibit 1 (referred to herein as the "Property") to the affidavit (referred to herein as the "Affidavit") in Exhibit A attached hereto.

WHEREAS Harvest is the tenant in Building C which is part of the Property which is locally described as 12895 NW US Highway 441 located in Alachua, Florida.

WHEREAS, Harvest has submitted Commercial Permit Application for Building Permit # 2-21-8139 (referred to herein as the "Permit") and plans to the City for a remodeling project on the Property (referred to herein as the "Remodeling Project").

WHEREAS, the cost of the remodeling project is 75 percent or more than the fair market value of the structure, Building C, therefore, pursuant to Section 8.7.1(C), Building C is required to come 100 percent into compliance with the off-street parking and landscaping standards of the City's Land Development Regulations (referred to herein as the "LDR's");

WHEREAS, in order to bring Building C into compliance with the off-street parking and landscaping standards of the City's LDR's, a site plan containing the required improvements consistent with the City's LDR's and comprehensive plan (referred to herein as the "Site Plan Construction" and more particularly described in Section 3 below) must be submitted to the City by Harvest and approved by the City's Planning and Zoning Board;

WHEREAS Harvest agrees with the Site Plan Construction set forth in the preceding paragraph; however, Harvest wishes to proceed with the Remodeling Project as soon as possible;

WHEREAS, in order to allow the Remodeling Project to move forward and at the same time insure that the Site Plan Construction will be completed, Harvest and the City are entering into this Agreement;

WHEREAS, IIP has consented to Harvest undertaking the Remodeling Project and the Site Plan Construction on the Property solely at the expense of Harvest as set forth in the affidavit attached hereto as Exhibit A);

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

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

NOW THEREFORE, in consideration of the foregoing recitals, the Harvest 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. **Issuing Permit:** Upon the execution of this Agreement by Harvest, upon completion of the review of the Permit, this Permit may be issued by the City. If the Permit is not issued by the City within 30 days of the approval of this Agreement, Harvest shall be relieved of all obligations under this Agreement.
3. **Site Plan Construction:** Harvest shall submit the site plan within 30 days of the approval of this Agreement by the City Commission of the City of Alachua (referred to herein as the "Commission") and shall complete the work required by the site plan within 6 months of Commission approval. The site plan shall include, but is not limited to, a road constructed in accordance with FDOT standards or other standards deemed acceptable by the City in the City's sole discretion. This road shall provide interconnection between the Property and the adjacent parcel known as Tax Parcel 05844-004-001 from the locations between the red stars shown on attached Exhibit B and provide access to US Highway 441. The routing of the street shall be configured to provide safe and convenient interconnectivity from the locations shown on Exhibit B through the Property to the intersection of the street and US Highway 441. All of the foregoing is referred to herein as the "Site Plan Construction".
4. **Compliance:** Harvest shall complete the Remodeling Project and the Site Plan Construction solely at the expense of Harvest and in compliance with: 1) the terms of the Permit, 2) the approved site plan, 3) and the City's LDR's and comprehensive plan along with all other applicable rules, regulations, laws and ordinances.
5. **Harvest Assuming Risk:** The Site Plan Construction shall be completed before the City will conduct a final inspection of the Remodeling Project, which is required before a certificate of occupancy can be issued for the remodeled portion of Building C. Accordingly, Harvest will not be able to utilize the space in Building C which it remodeled pursuant to the Permit until the site plan construction has been substantially completed. Substantial completion of the Site Plan Construction will have occurred if the roadway is sufficiently complete for the interconnection of the locations shown on Exhibit B. Harvest is knowingly assuming the risk that it must complete the Site Plan Construction before it will be able to use the remodeled portion of Building C.

6. **Effective Date:** This Agreement shall be effective upon being approved by the Commission and execution on behalf of the City and Harvest.
7. **No Inordinate Burden on Land:** Harvest agrees that the requirements under this Agreement in no way inordinately burdens any existing use of the Property including Building C or any vested right to specific use of the Property including Building C.
8. **Compliance with Other Laws:** Nothing contained in this Agreement shall relieve the Harvest 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 completion of the Remodeling project or the Site Plan Construction.
9. **Police Powers:** In the event Harvest or its agents, contractor, subcontractors, or anyone else acting on behalf of the Harvest or its 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 issue a stop work until appropriate corrective measures are taken, without limiting any other remedies available to the City.
10. **Indemnity:** Harvest shall indemnify and hold harmless the City, its officers, agents, employees, attorneys, or anyone's 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, downtime of equipment, or any claim that may arise from bodily injury, sickness, disease or death, or the injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or in part by a negligent or wrongful act or omission on the part of the Harvest or its agent, contractor, subcontractors, or anyone directly or indirectly employed or working on behalf of the Harvest for whose acts the Harvest or its agent, contractors, or subcontractors may be liable or responsible. The Harvest further agrees that the Harvest 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. Harvest shall remain liable to the City notwithstanding any attempt by the Harvest to pass any responsibility set forth herein to its contract, subcontractors, or other agent or employee.
11. **Payments:** Any payments due from Harvest 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 13 below.
12. **Agreement Runs with Land:** This Agreement shall run with the land. If Harvest does not complete work to be performed under this Agreement, the City has the option, but not the obligation to record this Agreement so that it is binding upon any successors or assigns of the Property.

13. **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

Harvest: HARVEST DCP OF FLORIDA, LLC
Attn: General Counsel
1155 W. Rio Salado Parkway
Suite 201
Tempe, Arizona 85281
leaseadmin@harvestinc.com

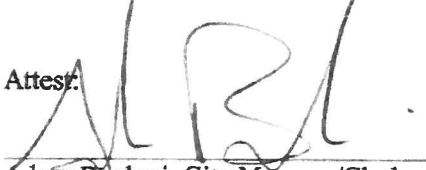
14. **Binding Effect:** The City and Harvest each bind the other and their respective successors and assigns to all of the terms, conditions, covenants and provisions of this Agreement.
15. **Severability:** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
16. **Not Assignable Without Approval:** This Agreement shall not be assignable by the Harvest without the written approval of the Commission.
17. **Enforcement:** The failure of either City or Harvest 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.
18. **Jurisdiction and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any action regarding this Agreement shall be in the Circuit Court in Alachua County, Florida.
19. **Amendment:** This Agreement may only be amended by mutual written agreement by the City and Harvest with prior approval of the Commission.

20. **Legal Advice:** Harvest and the City have each had the advice of their respective attorneys before entering into this Agreement.
21. **Joint Preparation:** This Agreement has been drafted with participation of the City and Harvest and shall not be construed against either the City or Harvest on account of draftsmanship.
22. **Captions and Headings:** Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement.
23. **Time of Essence:** Time is of the essence in complying with the terms of this Agreement.
24. **Entire Agreement:** This Agreement constitutes the entire agreement of the City and Harvest and supersedes all prior written or oral agreements, understanding or representations.
25. **Exclusive Remedy:** In the event of any question or dispute arising out of or related to this Agreement, the sole and exclusive remedy of Harvest against the City, after Harvest exhausts all administrative remedies in the City's LDRs, shall be an action for declaratory judgment. Harvest specifically waives all other remedies it may have against the City. In no event shall Harvest have a cause of action for monetary damages against the City for anything in any way related to or arising out of this Agreement.
26. **Sovereign Immunity:** The City does not waive its sovereign immunity in entering into this Agreement. Nothing herein, expressed or implied, waives or should be construed to be a waiver or an attempt to waive the sovereign immunity of the City under the Florida Constitution and the laws of the State of Florida.

[Signature Pages Follow]

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

Attest:

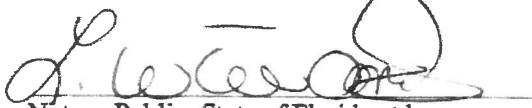

Adam Beukari, City Manager/Clerk

CITY OF ALACHUA

By:  4-12-21
Gib Coerper, Mayor Date

STATE OF FLORIDA
COUNTY OF ALACHUA

THE FOREGOING DEVELOPER AGREEMENT WITH HARVEST DCP OF FLORIDA, LLC was sworn and subscribed before me, by means of ☒ physical presence or ☐ online notarization, on this 12 day of April 2021 by GIB COERPER, who is personally known to me and who took an oath.



Notary Public, State of Florida at large

Commission No.:

Expiration:



LEANNE WILLIAMS

Commission # GG 191426
Expires July 1, 2022
Bonded Thru Budget Notary Services

Approved as to form:


Marian B. Rush, City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

Witnesses:

Bryan White
BRYAN WHITE

HARVEST DCP OF FLORIDA, LLC

By:

Steve White, CEO

4/12/2021
Date

STATE OF ARIZONA
COUNTY OF MARICOPA

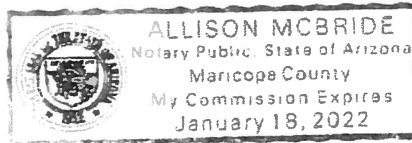
THE FOREGOING DEVELOPERS AGREEMENT WITH HARVEST DCP OF FLORIDA, LLC was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, on this 12 day of April, 2021 by Steve White who is personally known to me or who produced a valid California Driver's License as identification, and who took an oath.

Allison McBride
Notary Public

Commission No.:

Expiration:

[SEAL]

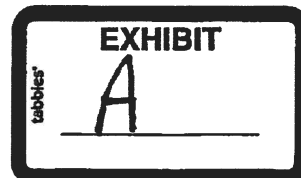


AFFIDAVIT OF CONSENT OF IIP-FL 3 LLC

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

BEFORE ME personally appeared Brian Wolfe, who after first being duly sworn upon oath deposes and states:

1. I, Brian Wolfe, am over the age of 21, have personal knowledge of the statements contained in this affidavit, and am *sui juris*.
2. I am presently employed in the position of Vice President, General Counsel and Secretary at IIP-FL 3 LLC. I am authorized to execute this Affidavit on behalf of IIP-FL 3 LLC.
3. IIP-FL 3 LLC is incorporated under the laws of the State of Delaware, its principal place of business is in San Diego, California, and it is registered as a Foreign Limited Liability Company with the Division of Corporations of the Office of the Florida Secretary of State.
4. IIP-FL 3 LLC purchased Property described in Exhibit A to the Special Warranty Deed (referred to as the "Property") attached hereto as Exhibit 1 from Harvest DCP of Florida, LLC (referred to as "Harvest").
5. Harvest is a tenant in the Property.
6. Harvest has applied to the City of Alachua (referred to as the "City") for a Commercial Building Permit # 2-21-8139 for a remodeling project in Build C, located at 12895 NW US Highway 441, Alachua Florida (referred to as the "Building Permit"), which is part of the Property.
7. It is my understanding that the scope of that remodeling requested by Harvest in the Building Permit triggers the requirement of the submission of a site plan under the City of Alachua's Land Development Regulations in order for the Building to come into compliance with these Land Development Regulations.
8. IIP-FL 3 LLC is aware of the scope for the proposed remodeling project.
9. As the owner of Building C, IIP-FL 3 LLC agrees to and authorizes Harvest undertaking this remodeling project and ratifies the Commercial Permit Application 2-21-8139 Harvest has submitted to the City of Alachua for this remodeling project. Harvest will be solely responsible for paying for this remodeling.



10. As the owner of Building C, IIP-FL 3 LLC also agrees to and authorizes Harvest to submit a site plan to the City of Alachua required by the remodeling project in order for this project to be in compliance with the City of Alachua's Land Development Regulations and Comprehensive Plan. Harvest will be solely responsible for paying all of the costs of the site plan and the construction of the improvements contained on the site plan.

11. It is my understanding that Harvest has entered into Developer Agreement with the City in order to allow Harvest to commence construction of the remodeling project before the required site plan has been submitted and the improvements on it completed. A condition of the Developer Agreement is that the final inspection will not be performed on the remodeling project until all of the improvements on the site plan have been complete.

12. IIP-FL 3 LLC agrees and authorizes that if Harvest does not complete the construction required by the site plan in the timeframe allowed, that the Developer Agreement between the City and Harvest may be recorded in the public records of Alachua County, Florida.

13. IIP-FL 3 LLC acknowledges that the Developer Agreement is a valid exercise of the City's police powers, that the sole and exclusive remedy for any dispute arising out of or related to that Developer Agreement shall be an action for declaratory judgment and that no monetary remedy is available against the City for any dispute under the Developer Agreement.

14. IIP-FL 3 LLC agrees and acknowledges that the City's requirements for Building Permit # 2-21-8139, the site plan and the Developer Agreement do not inordinately burden the Property.

FURTHER AFFIANT SAYETH NAUGHT

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

Brian Wolfe

Sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, on this 12 day of April 2021 by Brian Wolfe who ☐ is personally known to me or ☐ has produced a valid California Driver License as identification, and who took an oath.

Notary Public, State of California

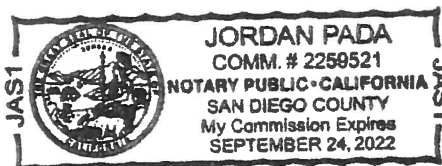
Print Name:

Commission No.:

Expiration:

Jordan Pada

[SEAL]



1/25/2021 10:13 AM
BOOK 4852 PAGE 1515

J.K. JESS IRBY, ESQ.

Clerk of the Court, Alachua County, Florida

RECORDED Receipt # 992282

Doc Stamp-Mort: \$0.00

Doc Stamp-Deed: \$186,600.00

Intang. Tax: \$0.00

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL AND SEND
TAX BILLS TO:

IIP-FL 3 LLC
11440 West Bernardo Court
Suite 100
San Diego, CA 92127
Attn: General Counsel

PERMANENT PARCEL NUMBERS:
05855004000 and 05855004001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

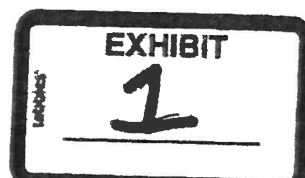
This DEED is made and entered into as of the 22 day of January, 2021, by Harvest DCP of Florida, LLC, a Florida limited liability company, having an address of 1155 West Rio Salado Parkway, Suite 201, Tempe, Arizona 85281 Attention: Assistant General Counsel, Real Estate ("Grantor"), to for the benefit of IIP-FL 3 LLC, a Delaware limited liability company, having an address of 11440 West Bernardo Court, Suite 100, San Diego, California 92127 ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL unto the Grantee the following described real estate, situated in the County of Alachua and the State of Florida, (the "Property") more particularly described as follows.

See Exhibit A attached hereto and hereby made a part hereof.

Subject however, to any real estate taxes or assessments for the year 2020 and all subsequent years, applicable zoning, laws and governmental regulations and the conditions, restrictions, reservations, covenants, easements, rights of way, and other agreements of record affecting title to the Property set forth on Exhibit B attached hereto, however this provisions shall not reimpose any of the same (the "Permitted Exceptions").

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its successors and assigns forever. The Grantor hereby specially warrants the title to the Property, subject to the Permitted Exceptions, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but against none other.



IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day and year first above written.

Witness Signatures:

William M. Leslie

Name: William M. Leslie

Robert Dennis

Name: Robert Dennis

GRANTOR:

HARVEST DCP OF FLORIDA, LLC,
a Florida limited liability company

By: Steve White

Name: Steve White
Title: CEO

STATE OF ARIZONA)

COUNTY OF MARICOPA)

SS.

I, The undersigned, a Notary Public for said County and state, do hereby certify that Steve White, the CEO of Harvest DCP of Florida, LLC, a Florida limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such CEO of Harvest DCP of Florida, LLC, a Florida limited liability company, he signed and delivered the said instrument as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal or stamp, this 19 day of January, 2021.

[Signature]
Notary Public

My commission expires:

1/18/2022

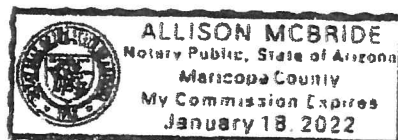


EXHIBIT A
TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF REAL PROPERTY

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch rebar and cap (#3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing Mottech Manufacturing building with said right-of-way line and the Point of Beginning; thence, leaving said right-of-way line, North 23 degrees 59 minutes 25 seconds East, along said projected line, a distance of 664.68 feet to a set rebar and cap (#3524); thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet to a set nail and disk (#3524); thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet to a set 5/8 inch rebar and cap (#3524); thence North 65 degrees 49 minutes 12 seconds West, a distance of 500.01 feet to a set 5/8 inch rebar and cap (#3524); thence North 24 degrees 11 minutes 00 seconds East, a distance of 870.43 feet to a set 5/8 inch rebar and cap (#3524) marking the intersection with the South line of the Seaboard Coast Line Railroad (200 foot right-of-way); thence North 58 degrees 45 minutes 42 seconds West, along said right-of-way, a distance of 881.26 feet to a found 5/8 inch rebar and cap (#3524); thence South 23 degrees 50 minutes 23 seconds West, a distance of 2014.63 feet to a found 4 inch x 4 inch concrete monument; thence South 01 degrees 33 minutes 25 seconds West, a distance of 169.02 feet to a found 5/8 inch rebar and cap (#3524); thence South 66 degrees 13 minutes 12 seconds East, a distance of 305.43 feet to a found 1 inch open pipe; thence South 22 degrees 09 minutes 10 seconds West, a distance of 158.74 feet to a found 1 inch open pipe marking a point on the North right-of-way line of U.S. Highway 441; thence South 66 degrees 00 minutes 17 seconds East, along said right-of-way line, a distance of 1251.02 feet to the Point of Beginning, more or less.

Less the following-described Parcel (Cemetery Lot):

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 65 degrees 56 minutes 44 seconds West a distance of 867.12 feet to a found 5/8 inch rebar and cap (#3524); thence leaving said right-of-way line North 15 degrees 03 minutes 32 seconds West a distance of 187.96 feet to a found 5/8 inch rebar and cap (#3524); thence North 24 degrees 10 minutes 22 seconds East a distance of 626.55 feet to a found 5/8 inch rebar and cap (#3524); thence North 24 degrees 10 minutes 34 seconds East a distance of 41.51 feet to a set 5/8 inch rebar and cap (#3524); thence North 16 degrees 37 minutes 33 seconds East a distance of 129.54 feet to a found 5/8 inch rebar and cap (#3524) and the Point of Beginning; thence North 02 degrees 02 minutes 12 seconds East a distance of 200.81 feet to a point; thence North 79 degrees 51 minutes 54 seconds West a distance of 58.29 feet to a point; thence North 02 degrees 52 minutes 48 seconds East a distance of 66.89 feet to a point; thence South 86 degrees 13 minutes 09 seconds West a distance of 165.25 feet to a point; thence South 10 degrees 05 minutes 22 seconds West a

distance of 240.68 feet to a point; thence South 83 degrees 17 minutes 12 seconds East a distance of 255.69 feet to the Point of Beginning.

AND LESS AND EXCEPT: (Laser Parcel)

A portion of Parcel A as recorded in Official Records Book 3527, Page 1217 of the Public Records of Alachua County, Florida being more particularly described as follows:

Commence at the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet; thence North a distance of 218.99 feet to a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West on said North right-of-way line a distance of 171.11 feet to the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing and distance of North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence Northwesterly on the arc of said curve a distance of 1369.44 feet; thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to the Southeast corner of said Parcel A; thence on the boundary of said Parcel A the following Seven (7) courses and distances: 1) leaving said North right-of-way line, North 23 degrees 59 minutes 25 seconds East, a distance of 664.68 feet; 2) thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet; 3) thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet; 4) thence North 65 degrees 49 minutes 12 seconds West, a distance of 500.01 feet to the Point of Beginning of the following described Parcel of land; 5) thence North 24 degrees 11 minutes 00 seconds East, a distance of 870.43 feet to a point on the South right-of-way line of the Seaboard Coast Line Railroad (200 foot right-of-way); 6) thence North 58 degrees 45 minutes 42 seconds West, on said South right-of-way line, a distance of 881.26 feet; 7) thence South 23 degrees 50 minutes 23 seconds West, a distance of 1504.88 feet; thence leaving said boundary South 65 degrees 30 minutes 13 seconds East, a distance of 699.02 feet; thence North 24 degrees 02 minutes 31 seconds East, a distance of 530.00 feet to a point on the Northwesterly projection of the boundary of said Parcel A; thence South 65 degrees 49 minutes 12. seconds East on said Northwesterly projection, a distance of 167.86 feet to the Point of Beginning.

AND LESS AND EXCEPT: (Harvest Parcel)

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being a portion of Parcel A as recorded in Official Records Book 3527, Page 1217 of the Public Records of Alachua County, Florida and more particularly described as follows:

Commence at a found iron pin marking the Southeast Corner of Section 20, Township 8 South Range 19 East, Alachua, County, Florida; thence West a distance of 1313.40 feet to a Point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a Point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida D.O.T.) marking the Point of Curvature of a curve Concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a Radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida D.O. T.); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch rebar and cap. (#3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing Moltech Manufacturing Building with said right-of-way line and the Point of Beginning of said Parcel A; thence on the boundary of said Parcel A the following Five (5) courses and distances: 1) continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 828.95 feet to the Point of Beginning of the following described Parcel of land; 2) thence continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 422.07 feet; 3) thence North 22 degrees 09 minutes 10 seconds East, a distance of 158.74 feet; 4) thence North 66 degrees 13 minutes 12 seconds West, a distance of 305.43 feet; 5) thence North 01 degrees 33 minutes 25 seconds East, a distance of 116.27 feet; thence North 23 degrees 50 minutes 23 seconds East on a line 20 feet Easterly of and parallel with the Westerly line of said Parcel A, a distance of 558.33 feet to a Point on the Southerly most South line of the lands described in Official Records Book 4637, Page 2216 of said Public Records; thence South 65 degrees 30 minutes 13 seconds East on said South line, a distance of 679.02 feet to the Southerly most Southeast corner of said lands; thence South 24 degrees 02 minutes 31 seconds West, a distance of 184.54 feet; thence South 49 degrees 29 minutes 39 seconds East, a distance of 103.97 feet; thence South 23 degrees 59 minutes 52 seconds West, a distance of 603.28 feet to a Point on said North right-of-way line and the Point of Beginning.

AND LESS AND EXCEPT: (Parcel for Hague Fire Station Contract)

A parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Southeast corner of lands as described and recorded in Official Records Book 3527, at Page 1217, of the Public Records of Alachua County, Florida, said corner being on the North right of way line of U.S. Highway 441, (State Road number 25/20, 200 foot wide right of way); thence run North 66 degrees 00 minutes 17 seconds West, along said right of way line a distance of 101.41 feet to the Point of Beginning; thence run North 66 degrees 00 minutes 17 seconds West, along said right of way line, a distance of 188.59 feet to the Easterly easement line of a Duke Energy 160 foot wide right of way, (formerly Florida Power Corporation) as described and recorded in Official Records Book 219, at Page 571, Public Records of Alachua County, Florida; thence run North 23 degrees 58 minutes 26 seconds East, departing from said right of way line and along said easement line, a distance of 237.92 feet; thence run South 66 degrees 00 minutes 17 seconds East, departing said easement line, a distance of 188.71 feet; thence run South 24 degrees 00 minutes 13 seconds West, a distance of 237.92 feet to the Point of Beginning.

AND LESS AND EXCEPT: (20 FOOT WIDE STRIP)

A 20 foot wide strip of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being a portion of Parcel A as recorded in Official Records Book 3527, Page 1217, of the Public Records of Alachua County, Florida, and more particularly described as follows:

Commence at the Southeast corner of said Parcel A, being on the North right-of-way line of U.S. Highway 441; thence on the boundary of said Parcel A the following five (5) courses and distances: 1) North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 1,251.02 feet; 2) thence North 22 degrees 09 minutes 10 seconds East, a distance of 158.74 feet; 3) thence North 66 degrees 13 minutes 12 seconds West, a distance of 305.43 feet; 4) thence North 01 degrees 33 minutes 25 seconds East, a distance of 116.27 feet to the Point of Beginning; 5) thence continue North 01 degrees 33 minutes 25 seconds East, a distance of 52.75 feet to a point on the Westerly line of said Parcel A; thence North 23 degrees 50 minutes 23 seconds East on said Westerly line, a distance of 509.75 feet to a point on the Southerly most South line of the lands described in Official Records Book 4637, Page 2216, of said public records; thence South 65 degrees 30 minutes 13 seconds East on said South line, a distance of 20.00 feet; thence South 23 degrees 50 minutes 23 seconds West on a line 20 feet East of and parallel with said Westerly line, a distance of 558.33 feet to the Point of Beginning.

TOGETHER WITH:

A 50 feet wide outfall storm drainage easement located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch re bar and cap #3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing moltech manufacturing building with said right-of-way line; thence, leaving said right-of-way line, North 23 degrees 59 minutes 25 seconds East, along said projected line, a distance of 664.68 feet to a set rebar and cap (#3524); thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet to a set nail and disk #3524); thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet to a set 5/8 inch rebar and cap (#3524); thence continue North 24 degrees 28 minutes 46 seconds East, a distance of 292.58 feet to a point marking the Point of Beginning; thence South 65 degrees 21 minutes 28 seconds East, a distance of 700.27 feet to a point; thence South 23 degrees 19 minutes 09 seconds East, a distance of 245.10 feet to a point; thence South 18 degrees 09 minutes 39 seconds East, a distance of 132.02 feet to a point; thence South 15 degrees 32 minutes 29 seconds West, a distance of 265.88 feet to a point; thence South 74 degrees

27 minutes 31 seconds East, a distance of 50.00 feet to a point; thence North 15 degrees 32 minutes 29 seconds East, a distance of 281.02 feet to a point; thence North 18 degrees 09 minutes 39 seconds West, a distance of 149.41 feet to a point; thence North 23 degrees 19 minutes 09 seconds West, a distance of 266.56 feet to a point; thence North 65 degrees 21 minutes 28 seconds West, a distance of 734.70 feet to a point marking the intersection with the waters edge of Lake Ursula; thence along the said waters edge of Lake Ursula, a distance of 50.00 feet to a point; thence, leaving said waters edge, South 65 degrees 21 minutes 28 seconds East, a distance of 15.22 feet to the Point of Beginning.

AND TOGETHER WITH:

Lake Ursula storm drainage easement located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at a found iron pin marking the Southeast corner of Section 20, Township 8 South, Range 19 East, Alachua County, Florida; thence West a distance of 1313.40 feet to a point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida Department of Transportation) marking the Point of Curvature of a curve concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida Department of Transportation); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch rebar and cap #3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing moltech manufacturing building with said right-of-way line; thence leaving said right-of-way line, North 23 degrees 59 minutes 25 seconds East, along said projected line, a distance of 664.68 feet to a set rebar and cap (#3524); thence North 66 degrees 04 minutes 35 seconds West, a distance of 265.85 feet to a set nail and disk #3524); thence North 24 degrees 28 minutes 46 seconds East, a distance of 680.88 feet to a set 5/8 inch rebar and cap (#3524) and the Point of Beginning; thence North 65 degrees 49 minutes 12 seconds West, a distance of 500.01 feet to a set 5/8 inch rebar and cap (#3524); thence North 24 degrees 11 minutes 00 seconds East, a distance of 870.43 feet to a set 5/8 inch rebar and cap #3524) marking the intersection with the South line of the seaboard coast line railroad (200 foot right-of-way); thence South 58 degrees 45 minutes 42 seconds East, a distance of 508.03 feet to a point; thence South 24 degrees 28 minutes 46 seconds West, a distance of 808.02 feet to the Point of Beginning.

AND TOGETHER WITH:

A Parcel of land located in Section 20, Township 8 South, Range 19 East, Alachua County, Florida, being a portion of Parcel A as recorded in Official Records Book 3527, Page 1217 of the Public Records of Alachua County, Florida and more particularly described as follows:

Commence at a found iron pin marking the Southeast Corner of Section 20, Township 8 South Range 19 East, Alachua, County, Florida; thence West a distance of 1313.40 feet to a Point; thence North a distance of 218.99 feet to a found 3/4 inch iron pin marking a Point on the North right-of-way line of U.S. Highway No. 441 (200 foot right-of-way); thence North 72 degrees 51 minutes 47 seconds West along said North right-of-way line a distance of 171.11 feet to a found 5/8 inch iron pin (Florida D.O.T.) marking the Point of Curvature of a curve Concave to the Northeast having a delta of 06 degrees 52 minutes 05 seconds, a Radius of 11424.66 feet and a chord bearing North 69 degrees 24 minutes 13 seconds West, 1368.62 feet; thence along the arc of said curve a distance of 1369.44 feet to a found 6 inch x 6 inch concrete monument (Florida D.O. T.); thence North 66 degrees 00 minutes 17 seconds West, a distance of 58.98 feet to a set 5/8 inch rebar and cap. (#3524) marking the intersection with the Southerly projection of a line offset 10 feet from the face of an existing Moltech Manufacturing Building with said right-of-way line and the Point of Beginning of said Parcel A; thence on the boundary of said Parcel A the following Five (5) courses and distances: 1) continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 828.95 feet to the Point of Beginning of the following described Parcel of land; 2) thence continue North 66 degrees 00 minutes 17 seconds West on said right-of-way line, a distance of 422.07 feet; 3) thence North 22 degrees 09 minutes 10 seconds East, a distance of 158.74 feet; 4) thence North 66 degrees 13 minutes 12 seconds West, a distance of 305.43 feet; 5) thence North 01 degrees 33 minutes 25 seconds East, a distance of 116.27 feet; thence North 23 degrees 50 minutes 23 seconds East on a line 20 feet Easterly of and parallel with the Westerly line of said Parcel A, a distance of 558.33 feet to a Point on the Southerly most South line of the lands described in Official Records Book 4637, Page 2216 of said Public Records; thence South 65 degrees 30 minutes 13 seconds East on said South line, a distance of 679.02 feet

to the Southerly most Southeast corner of said lands; thence South 24 degrees 02 minutes 31 seconds West, a distance of 184.54 feet; thence South 49 degrees 29 minutes 39 seconds East, a distance of 103.97 feet; thence South 23 degrees 59 minutes 52 seconds West, a distance of 603.28 feet to a Point on said North right-of-way line and the Point of Beginning.

Tax Parcel No: A portion of 05855-004-000

ADDRESS: 12895 NW US Highway 441
Alachua, Florida

EXHIBIT B
TO SPECIAL WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 2021 and subsequent years, which are not yet due and payable.
2. Easement granted to Florida Power Corporation as set forth in document recorded in Official Records Book 219, Page 571, of the Public Records of Alachua County, Florida; Supplement to Easement recorded in Official Records Book 349, Page 472, of the Public Records of Alachua County, Florida.
3. Ordinance No. 0-90-21 of the City of Alachua extending corporate limits recorded in Official Records Book 1786, Page 815, of the Public Records of Alachua County, Florida.
4. Right of way of the "community road" as referenced in Official Records Book 1923, Page 140, Public Records of Alachua County, Florida. (As to Parcel 1)
5. Notice recorded in Official Records Book 2138, Page 2461, of the Public Records of Alachua County, Florida. (As to Parcel 2)
6. Terms and conditions contained in Drainage Easement between Lithium Nickel Asset Holding Company I, Inc., a Delaware corporation, and Phoenix Commercial Park, LLLP, a Florida limited liability limited partnership, recorded in Official Records Book 3527, Page 1206, of the Public Records of Alachua County, Florida.
7. Distribution Easement granted to Duke Energy Florida, Inc., d/b/a Duke Energy, recorded in Official Records Book 4308, Page 685, of the Public Records of Alachua County, Florida.
8. Ordinance 18-14 of the City of Alachua, Florida, extending corporate limits to encompass subject property recorded in Official Records Book 4617, Page 1019, of the Public Records of Alachua County, Florida.
9. Easement granted to the City of Alachua, recorded in Official Records Book 4668, Page 800, of the Public Records of Alachua County, Florida.
10. Terms and conditions contained in Easement granted to Harvest DCP of Florida, LLC, recorded in Official Records Book 4682, Page 646, of the Public Records of Alachua County, Florida.
11. Easement granted to Duke Energy of Florida, LLC d/b/a Duke Energy recorded in Official Records Book 4746, Page 1719, of the Public Records of Alachua County, Florida.
12. Easement for ingress and egress over and across subject property for access to any burial lots or cemetery located on adjacent lands.
13. Terms, covenants, conditions and provisions of that certain unrecorded lease by and between IIP-FL 3 LLC, as landford, and San Felasco Nurseries, Inc., a Florida corporation.



NW 89 ST

NW US HWY 441

SOURCE: Esri, DigitalGlobe, GeoEye, Earthstar, Geographic
Information Systems, Inc., and the U.S. Coast Guard

Prepared by the City of Alachua
Planning & Community Development Department
Prepared April 2021

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

Legend

 Parcels

 Interconnection Location

0 250 500 1,000 Feet

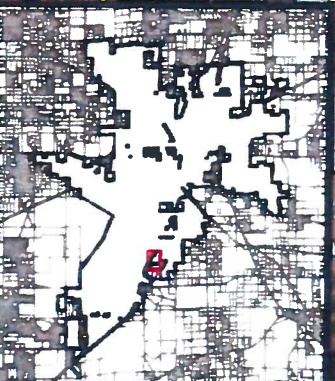


EXHIBIT
B

EXHIBIT E

COMMON LAW PERFORMANCE BOND

[See attached]

CITY OF ALACHUA
COMMON LAW PERFORMANCE BOND

COPY

PRINCIPAL (Legal name and business address): Harvest DCP of Florida, LLC, a Florida limited liability company (also known in the referenced Amended and Restated Developer Agreement with Harvest as “Developer”)

SURETY (Name and business address):
United States Fire Insurance Company
305 Madison Avenue, Morristown, NJ 07962
1-800-690-5520

OBLIGEE:

The City of Alachua, Florida, a municipal corporation in the State of Florida (herein “City”)
P.O. Box 9
Alachua, FL 32616

INSURANCE AGENT AUTHORIZED TO TRANSACT BUSINESS IN FLORIDA:

Daryl LaForge
Senior Vice President - NFP
360 Mt. Kemble Avenue – 3rd Floor
Morristown, NJ 07960
212-233-0010

PENAL SUM OF BOND: \$1,851,740.40

WHEREAS, PRINCIPAL (Developer) has entered into an Amended and Restated Developer Agreement with Harvest (herein “Amended Agreement”) with the City for developing a Project in the City at the real property locally described as 12895 NW US Highway 441 located in Alachua, Florida (“Project”) which Amended Agreement is incorporated herein by reference. Subject to possible extension as set forth in the Amended Agreement, the Amended Agreement requires, among other things, that Developer complete the improvements for the Project on or before June 1, 2022 and requires that this Common Law Performance Bond remain in full force and effect until the satisfactory completion of the maintenance period in the Amended Agreement. The Surety will promptly release and extinguish this Bond upon receipt of notice from the City that this Bond is to be discharged and terminated.

OBLIGATION:

We, the Principal and Surety, are firmly bound to the City in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. The Surety binds itself, jointly and severally with the Principal, for the payment of the penal sum. The limit of liability is the full amount of the penal sum.

This Bond shall remain in effect until the conditions herein including all of the requirements of the Agreement have been fulfilled.

FINAL Common Law Performance Bond

**EXHIBIT E to Amended and Restated
Developer Agreement with Harvest**

This Bond shall remain in effect until the conditions herein including all of the requirements of the Agreement have been fulfilled.

CONDITIONS:

The **PRINCIPAL** has entered into the Agreement identified above. THEREFORE: The above obligation is void if the **PRINCIPAL**:

(a) Performs and fulfills all the understandings, covenants, terms, conditions, and agreements of the Agreement during the original term of the Agreement and any extensions thereof that are granted by City, with or without notice of the Surety and during the life of any guaranty required under the contract, and

(b) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the Agreement that hereafter are made. Notice of those modifications to the Surety are waived.

This Bond is governed in accordance with the laws of the State of Florida and any dispute regarding it shall be in the Circuit Court of Alachua County, Florida.

No right of action shall accrue on this Surety Bond to or for the use of any person or corporation other than the **PRINCIPAL** named hereunder or the heirs, executors, administrators or successors of the **PRINCIPAL** and the City.

Signed and sealed this 24th day of June, 2021.

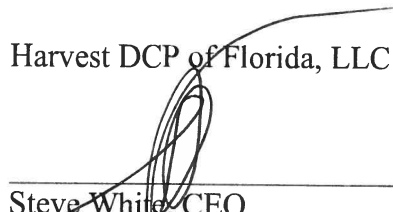


(witness)

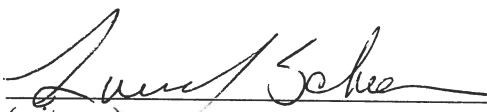
Robert Dennis
(print name)

By:

Harvest DCP of Florida, LLC



Steve White, CEO



(witness)

Lourdes Scheel
(print name)

By:

United States Fire Insurance Company

Name: Daryl LaForge

Title: Attorney-In-Fact

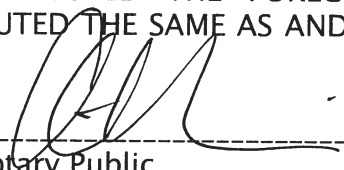
Contact Name: Katherine Stanton
Phone: 1-800-690-5520

ACKNOWLEDGEMENT FOR PRINCIPAL

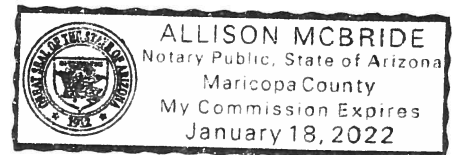
ACKNOWLEDGEMENT FOR PRINCIPAL, IF A LIMITED LIABILITY COMPANY

STATE OF Arizona,
COUNTY OF Maricopa,

ON THE 25 DAY OF June, 2021, BEFORE ME PERSONALLY
APPEARED Steve White TO ME KNOWN AND KNOWN TO ME TO BE
THE CEO OF Harvest DCP of Florida, LLC, A LIMITED LIABILITY
COMPANY, DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND
ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED
OF SAID LIMITED LIABILITY COMPANY.



Notary Public

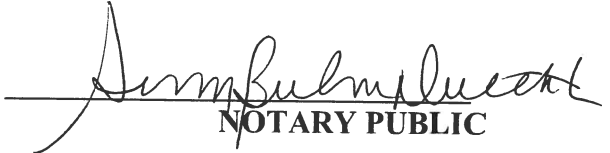


ACKNOWLEDGEMENT OF ANNEXED INSTRUMENT

Acknowledgement by Surety

STATE OF NJ
COUNTY OF Morris

On this 24th day of June , 2021 before me personally came Daryl LaForge who, being by me duly sworn, did depose and say that he/she is an Attorney-In-Fact of United States Fire Insurance Company and knows the corporate seal thereof; that the seal affixed to said instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he/she signed said instrument as an Attorney-In-Fact of said Company by like authority.


NOTARY PUBLIC

Susan Bulman-Ditchkus NOTARY PUBLIC STATE OF NEW JERSEY ID # 2406166 MY COMMISSION EXPIRES March 24, 2026

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

06410439421

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Daryl LaForge, Susan Bulman-Ditchkus, Thomas J. Henn, John P. Hyland

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



A. R. Slimowicz

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 24th day of June 2021

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2020

<u>ASSETS</u>	
Bonds (Amortized Value).....	1,271,745,314
Preferred Stocks (Market Value).....	12,500,000
Common Stocks (Market Value).....	1,367,179,277
Mortgage Loans (Market Value).....	129,482,676
Cash, Cash Equivalents, and Short Term Investments.....	872,418,743
Derivatives.....	22,295,392
Other Invested Assets.....	381,854,569
Investment Income Due and Accrued.....	10,633,412
Premiums and Considerations.....	361,050,764
Amounts Recoverable from Reinsurers.....	37,752,224
Funds Held by or Deposited with Reinsured Companies.....	9,551,031
Current Income Taxes Recoverable.....	99,753
Net Deferred Tax Asset.....	189,212,579
Electronic Data Processing Equipment.....	2,976,676
Receivables from Parent, Subsidiaries and Affiliates.....	66,045,263
Other Assets.....	83,625,922
TOTAL ASSETS.....	\$ 4,818,423,595

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,773,113,441
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	96,184,770
Loss Adjustment Expenses.....	379,712,166
Commissions Payable, Contingent Commissions and Other Similar Charges.....	10,938,946
Other Expenses (Excluding Taxes, Licenses and Fees).....	74,050,735
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	19,112,482
Unearned Premiums.....	711,160,035
Advance Premium.....	10,524,196
Ceded Reinsurance Premiums Payable.....	39,739,814
Funds Held by Company under Reinsurance Treaties.....	27,831,610
Amounts Withheld by Company for Account of Others.....	111,982,736
Provision for Reinsurance.....	1,603,526
Payable to Parent, Subsidiaries and Affiliates.....	11,258,344
Other Liabilities.....	32,706,068
TOTAL LIABILITIES.....	\$ 3,299,918,869
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,657,074,940
Unassigned Funds (Surplus).....	(157,350,214)
Surplus as Regards Policyholders.....	1,518,504,726
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 4,818,423,595

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2020, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

Carmine Scaglione

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 8th day of March, 2021.
UNITED STATES FIRE INSURANCE COMPANY



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

CITY OF ALACHUA, FLORIDA,

CASE NO.:

Plaintiff,

vs.

HARVEST DCP OF FLORIDA, LLC,
a Florida limited liability company;
TRULIEVE, INC., a Florida corporation; and
UNITED STATES FIRE INSURANCE
COMPANY, a foreign corporation.

Defendants,

_____ /

COMPLAINT

Plaintiff, CITY OF ALACHUA, FLORIDA, (“CITY”), by and through its undersigned counsel, sues Defendants, HARVEST DCP OF FLORIDA, LLC., (“HARVEST”), TRULIEVE, INC. (“TRULIEVE”), and UNITED STATES FIRE INSURANCE COMPANY, (“USFIC”) and alleges:

Common Allegations

1. This is an action for damages exceeding \$30,000.00, excluding interest, attorneys’ fees and costs.
2. CITY is a Florida municipal corporation, existing under the laws of the State of Florida, and is situated in Alachua County, Florida.
3. HARVEST is a Florida corporation, with its principal place of business located in Leon County, Florida.
4. HARVEST is a wholly owned subsidiary of Harvest Health & Recreation Inc., a British Columbia (Canada) corporation.

5. Harvest Health & Recreation Inc. is a wholly owned subsidiary of Trulieve Cannabis Corp., a British Columbia (Canada) corporation.
6. TRULIEVE is a Florida corporation, with its principal place of business located in Leon County, Florida.
7. TRULIEVE is a wholly owned subsidiary of Trulieve Cannabis Corp., a British Columbia (Canada) corporation.
8. USFIC is a foreign insurance company authorized to conduct business in the State of Florida. Pursuant to Section 624.422, *Florida Statutes*, service of process against USFIC may be made upon the Chief Financial Officer of the State of Florida.
9. Non-party IIP-FL 3 LLC (“IIP”) is a foreign (Delaware) corporation, with its principal place of business is in San Diego County, California.
10. IIP is owned and operated by Innovative Industrial Properties, Inc., a California real estate investment trust corporation in the business of providing real estate capital to the regulated cannabis industry.
11. Venue is proper in Alachua County, Florida, as that is where all acts and events complained of occurred, and that is where CITY is situated.

Property Transfer, Building “C” Lease, and Remodeling Project

12. During 2019, HARVEST purchased the real estate at 12895 NW US Highway 441, Alachua, Florida, which is currently identified as tax parcels 05855-004-000 and 05855-004-001 (the “Property”).
13. The Property is within the city limits of CITY.

14. During January, 2021, HARVEST conveyed the Property to IIP, by way of a Special Warranty Deed recorded in the official records of Alachua County, Florida at Book 4852, Page 1515, Instrument # 3312256. A copy of the eight page Deed is attached to this Complaint as part of **Exhibit “B”** (see Exhibit 1 of the “Affidavit of Consent of IIP_FL 3 LLC” – described below in paragraph 26).
15. IIP remains the fee simple owner of the Property.
16. Immediately after conveying the Property to IIP, HARVEST entered into a commercial lease, by which tenant HARVEST leased part of the Property from landlord IIP, specifically, Building “C.”
17. HARVEST applied to CITY for a Commercial Building Permit, requesting to remodel Building “C” at the Property.
18. The scope of the remodeling proposed by HARVEST in the permit application required the submission of a site plan under CITY’s Land Development Regulations (“LDR”).
19. The remodeling project was seventy-five percent or more of the fair market value of the structure, Building “C”, therefore, Section 8.7.1(C) of the LDR required Building “C” to come one hundred percent into compliance with the off-street parking and landscaping standards of the LDRs.
20. HARVEST was required by the LDRs to submit a proposed Site Plan, containing and describing the required improvements, for CITY’s review and approval.
21. HARVEST requested permission from CITY to proceed with the remodeling project as soon as possible, before a Site Plan was submitted or approved, and before all LDR requirements had been fully satisfied by HARVEST.

The Original Developer Agreement

22. In order to allow HARVEST to move forward with the remodeling project and, at the same time, ensure the Site Plan improvements would eventually be completed, HARVEST and CITY entered into a written Developer Agreement.
23. A copy of the “Developer Agreement With Harvest,” (the “Agreement”), dated April 12, 2021, is attached to this Complaint as **Exhibit “A”**.
24. The Agreement was signed on behalf of CITY by Mayor Gib Coerper and City Manager Adam Boukari.
25. The Agreement was signed on behalf of HARVEST by CEO Steve White.
26. As part of the Agreement, IIP submitted an “Affidavit of Consent of IIP-FL 3 LLC”, dated April 12, 2021, signed by Brian Wolfe, as Vice President, General Counsel and Secretary of IIP, (“First IIP Affidavit”). A copy of the First IIP Affidavit is attached to this Complaint as **Exhibit “B”**.
27. The First IIP Affidavit included the following factual statements:
 - a. IIP purchased the Property from HARVEST, attaching a copy of the Special Warranty Deed.
 - b. Harvest is a tenant in the Property.
 - c. IIP “is aware of the scope for the proposed remodeling project.”
 - d. IIP “agrees to and authorizes Harvest undertaking this remodeling project and ratifies the Commercial Permit Application 2-21-8139 Harvest has submitted to the City of Alachua for this remodeling project.”
 - e. IIP “also agrees to and authorizes Harvest to submit a site plan to the City of Alachua required by the remodeling project in order for this project to be in compliance with

- the...Land Development Regulations and Comprehensive Plan;” and
- f. Harvest will be solely responsible for paying all of the costs of the site plan and the construction of improvements contained on the site plan.”

The Amended Developer Agreement and Performance Bond

28. During May, 2021, HARVEST and CITY together decided the Agreement should be modified. HARVEST and CITY began negotiating the terms and language to the “Amended and Restated Developer Agreement With Harvest,” (“Amended Agreement”).
29. During CITY’s and HARVEST’s negotiations and drafting, HARVEST submitted a “Second Affidavit of Consent of IIP-FL 3 LLC”, (“Second IIP Affidavit”), dated June 10, 2021. A copy of the Second IIP Affidavit is attached to this Complaint as **Exhibit “C”**.
30. The Second IIP Affidavit, like the first, was signed by Brian Wolfe as Vice President, General Counsel, and Secretary of IIP.
31. The Second IIP Affidavit repeated most of the text of the original Affidavit, and additionally acknowledged HARVEST would be providing a Common Law Performance Bond to secure funding of the Site Plan improvements.
32. The Second IIP Affidavit was later attached as Exhibit A to the Amended Agreement.
33. On or about June 28, 2021, HARVEST and CITY entered into the Amended Agreement. A copy of the Amended Agreement is attached to this Complaint as **Exhibit “D”**.
34. The Amended Agreement was signed on behalf of CITY by Mayor Gib Coerper and City Manager Adam Boukari.
35. The Amended Agreement was signed on behalf of HARVEST by its CEO Steve White.
36. The Amended Agreement “supersedes and replaces the Original Agreement...”
37. As part of the Amended Agreement (page two), HARVEST agreed to post a Common

Law Performance Bond (“Bond”) in the amount of \$1,851,740.40, to secure the estimated costs of completion of “the Roadway Interconnect & Landscaping (\$811,038) and the Parking Paving & Landscaping (\$732,079) submitted by Harvest....”

38. As part of the Amended Agreement (page two), HARVEST agreed “that in the event the Site Plan requirements are not satisfied or the improvements contained on the Site Plan are not completed within the time frames required by this Agreement, the City, in its sole and reasonable discretion, shall be entitled to make a claim for payment on the Bond.”
39. As part of the Amended Agreement (page four, paragraph 4), CITY and HARVEST agreed the “Bond shall remain in full force and effect for the warranty period which is for a period of one year after the completion of the Site Plan improvements and satisfaction of any deficiencies to the improvements depicted in the Site Plan.”
40. As part of the Amended Agreement (page four, paragraph 5), CITY and HARVEST agreed “HARVEST shall complete the Remodeling Project and the improvements depicted on the Site Plan solely at the expense of Harvest and in compliance with: 1) the terms of the Permit, including any revisions to the Permit, 2) the Site Plan, 3) the LDR’s, and 4) all other applicable rules, regulations, laws and ordinances.”
41. As part of the Amended Agreement (page four, paragraph 3), CITY and HARVEST agreed “that the improvements in the Site Plan shall be completed on or before June 1, 2022.”
42. As part of the Amended Agreement, HARVEST and USFIC issued a Common Law Performance Bond, dated June 24, 2021. A copy of the bond is attached to this Complaint as **Exhibit “G”**.
43. The Bond was signed for HARVEST by its CEO, Steve White.

- 44. The Amended Agreement was incorporated by reference into the Bond.
- 45. The Bond noted “the Amended Agreement requires, among other things, that Developer complete the improvements for the Project on or before June 1, 2022....”
- 46. The Bond was incorporated as part of the Amended Agreement and was attached to the Amended Agreement as its Exhibit D.

Corporate Ownership Changes & Related Companies

- 47. After HARVEST and CITY entered into the Amended Agreement on June 28, 2021, HARVEST and its parent company were acquired by another corporation.
- 48. On October 1, 2021, Trulieve Cannabis Corp. acquired the parent company and owner of HARVEST: Harvest Health & Recreation Inc.
- 49. As a result of the above acquisition, as of October 1, 2021, HARVEST was a wholly owned subsidiary of Trulieve Cannabis Corp.
- 50. HARVEST continues to exist and carry-on business as it did prior to being purchased by Trulieve Cannabis Corp.
- 51. HARVEST last filed an annual report with the Florida Secretary of State on April 26, 2022. Its principal place of business and mailing address are 3494 Martin Hurst Road, Tallahassee, Florida 32312. HARVEST Managers are Kimberly Rivers and Raymond Eric Powers.
- 52. As part of the acquisition of HARVEST by Trulieve Cannabis Corp., the lease between IIP, as landlord, and HARVEST, as tenant, was assigned to TRULIEVE, as the new tenant.
- 53. TRULIEVE last filed an annual report with the Florida Secretary of State on April 24, 2022. Its principal place of business and mailing address are 3494 Martin Hurst Road,

Tallahassee, Florida 32312. The TRULIEVE CEO is Kimberly Rivers. The TRULIEVE Secretary, Treasurer and Director is Raymond Eric Powers.

54. TRULIEVE is the successor in interest to HARVEST as to all the HARVEST obligations under the Amended Agreement and the Bond.

The Site Plan

55. As part of the Amended Agreement (page four), HARVEST “submitted a proposed Site Plan to the City.”
56. HARVEST further agreed “that the improvements in the Site Plan shall be completed on or before June 1, 2022.”
57. As part of the HARVEST submission of the Site Plan to CITY, HARVEST included and proposed a set of detailed plans and specifications, titled “Site Plan Second Re-Submittal for The Harvest – Building C,” prepared by Wood Environment and Infrastructure Solutions, Inc., consisting of twenty-one (21) pages. (“the Plans”).
58. As part of the HARVEST submission of, and application for approval of, the Site Plan to CITY, HARVEST included the “Affidavit of Eric Powers,” dated October 11, 2021. (“Powers Affidavit”) A copy of the Powers Affidavit is attached to this Complaint as **Exhibit “E”**.
59. The Powers Affidavit included the following factual statements:
- a. I am the Corporate Secretary of HARVEST, the Corporate Secretary of TRULIEVE, and the Corporate Secretary and Chief Legal Officer of Trulieve Cannabis Corp.
 - b. As part of the acquisition of HARVEST by Trulieve Corp., the lease for the Property was assigned to TRULIEVE, which is now the tenant at the Property.
 - c. HARVEST has provided a Common Law Performance bond in the amount of

\$1,851,740.00 (herein “BOND”) to the City as a security instrument for the completion of the terms of the Agreement, including the Site Plan. A copy of the Bond is attached hereto as Exhibit 2.

- d. TRULIEVE, the new tenant at the Property, is the successor in interest to all of the obligations under the [Amended Agreement], however, all entities are ultimately owned or controlled by Trulieve Corp.
 - e. The City requires certain conditions to be met as conditions for the approval of the Site Plan. A copy of the conditions is attached hereto as Exhibit 3. All of those obligations are now the obligations of HARVEST and TRULIEVE.
 - f. I affirm that on behalf of TRULIEVE that TRULIEVE and Trulieve Corp, through its affiliates and subsidiaries, are the successors in interest to any and all obligations under the [Amended Agreement], along with HARVEST.
 - g. On behalf of TRULIEVE, I affirm that HARVEST, TRULIEVE and Trulieve Corp. agree to the terms of the conditions on the attached Exhibit 3 and that those conditions are part of the Site Plan referenced in the Agreement for which HARVEST provided the City with the Bond for the completion of the Site Plan.
60. The Site Plan, as submitted by HARVEST, consisted of:
- a. The set of detailed plans and specifications, titled “Site Plan Second Re-Submittal for The Harvest – Building C,” prepared by Wood Environment and Infrastructure Solutions, Inc., consisting of twenty-one (21) pages. (“the Plans”); and
 - b. Exhibit A to IIP-FL 3 LLC Site Plan Staff Report, (also identified as Exhibit 3 of the Powers Affidavit), consisting of eight numbered paragraphs on two (2) pages.
61. A complete copy of the Site Plan is attached to this Complaint as **Exhibit “F”**.

COUNT I
BREACH OF CONTRACT BY HARVEST AND TRULIEVE

62. CITY realleges and incorporates Paragraphs 1 through 61 above, as if fully set forth herein.
63. The Amended Agreement was a contract between CITY and HARVEST.
64. As part of the Amended Agreement (page four, paragraph 3), CITY and HARVEST agreed “that the improvements in the Site Plan shall be completed on or before June 1, 2022.”
65. As part of the acquisition of HARVEST by Trulieve Corp., the lease for the Property was assigned to TRULIEVE, which is now the tenant at part of the Property.
66. TRULIEVE, the new tenant at part of the Property, is the successor in interest as to all of HARVEST’s obligations under the Amended Agreement and the performance bond.
67. HARVEST and TRULIEVE were required by the Amended Agreement to complete all improvements in the Site Plan on or before June 1, 2022.
68. HARVEST and TRULIEVE failed to make any good faith effort to complete the improvements in the Site Plan by June1, 2022. The fact they failed to make any good faith effort to complete the improvements is evidenced by the fact that in the almost fourteen months between the approval of the Amended Agreement on April 12, 2021, and the June 1, 2022, deadline for completion, neither HARVEST nor TRULIEVE commenced any work on these improvements.
69. HARVEST and TRULIEVE have refused numerous demands by CITY for HARVEST and/or TRULIEVE to either complete the improvements depicted in the Site Plan or to compensate CITY for the expense of same.

70. As a result of HARVEST's and TRULIEVE's breach of the contract, CITY has incurred or will incur expenses for completion of the work depicted in the approved Site Plan.
71. CITY has satisfied all conditions precedent to bringing this action or they have otherwise been excused or waived.

WHEREFORE Plaintiff, THE CITY OF ALACHUA, FLORIDA, demands judgment against the Defendants, HARVEST DCP OF FLORIDA, LLC., and TRULIEVE, INC. for damages, costs, pre and post judgment interest, and such other relief as this court may direct.

COUNT II
BREACH OF PERFORMANCE BOND AGAINST
USFIC, HARVEST & TRULIEVE

72. CITY realleges and incorporates Paragraphs 1 through 61, and 63 through 71 above, as if fully set forth herein.
73. As a term of the Contract between CITY and HARVEST, HARVEST was required to execute with a surety, and deliver to CITY, a performance bond.
74. On or about June 24, 2021, HARVEST and USFIC jointly executed and tendered to CITY a Common Law Performance Bond. A copy of the Common Law Performance Bond is attached to this Counterclaim as **Exhibit "G"**.
75. TRULIEVE, the new tenant at part of the Property, is the successor in interest to all of HARVEST's obligations under the Amended Agreement and the performance bond.
76. Under the terms of the bond, USFIC, HARVEST and TRULIEVE are jointly and severally liable for full performance of the duties and obligations of the Contract and the Common Law Performance Bond.
77. HARVEST's, and TRULIEVE's breach of the Contract and failure to remedy the default

under the bond, constitutes a breach of HARVEST's, TRULIEVE's and USFIC's obligations under the performance bond.

78. On June 15, 2022, CITY served on HARVEST its "Notice of Principal / Developer Default & Demand for Surety Performance Pursuant to Performance Bond," (hereinafter "Notice") dated June 14, 2022. A copy of the Notice is attached to this Complaint as **Exhibit "H"**.
79. The Notice was delivered to HARVEST electronically on June 15, 2022, with FedEx delivery of the original documents on June 16, 2022.
80. On August 26, 2022, CITY provided a supplemental notice to HARVEST, TRULIEVE and USFIC. The supplemental notice of default under the bond and demand for cure, specifically demanded full payment of the penal sum of the bond, \$1,851,740.40. A copy of the supplemental notice is attached to this Complaint as **Exhibit "I"**.
81. HARVEST, TRULIEVE, and USFIC are in default of their obligations under the bond.
82. HARVEST, TRULIEVE, and USFIC have refused numerous requests by CITY for the defendants to cure the default and/or tender full payment of the bond penal sum.
83. CITY has been damaged by the default / breach by HARVEST, TRULIEVE and USFIC.
84. In bringing this action, CITY has been required to engage the services of the undersigned attorney and has become obligated to pay reasonable attorney fees.
85. HARVEST, TRULIEVE and USFIC are liable for attorney fees incurred by CITY in bringing this action, in accordance with §627.428 and §627.756, *Fla. Stat.*

WHEREFORE Plaintiff, THE CITY OF ALACHUA, FLORIDA, demands judgment against the Defendants, HARVEST DCP OF FLORIDA, LLC.; TRULIEVE, INC.; and UNITED STATES FIRE INSURANCE COMPANY, for damages, costs, pre and post judgment interest, attorneys fees, and such other relief as this court may direct.

Donald A. Niesen, FL Bar No.: 0773298
Ashleigh Beatty, Florida Bar No.: 1030695
NIESEN, PRICE, WORTHY, CAMPO, P.A.
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(P) 352/373-9031; (F) 352/373-9099
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ashleigh@npw-law.com
Assistant: mary@npw-law.com
ATTORNEYS FOR CITY OF ALACHUA

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Settlement Agreement”), dated this ____ **day of February, 2023**, by and among HARVEST DCP OF FLORIDA, LLC (hereinafter “Harvest”), TRULIEVE, INC. (hereinafter “Trulieve”), UNITED STATES FIRE INSURANCE COMPANY, (hereinafter “USFIC”), and CITY OF ALACHUA, a municipality located in Alachua County, Florida (hereinafter “City”), each individually referred to as “Party” and collectively referred to as the “Parties”;

R E C I T A L S

WHEREAS, during 2019, Harvest purchased the real estate at 12895 NW US Highway 441, Alachua, Florida, which is currently identified as tax parcels 05855-004-000 and 05855-004-001, all within the city limits of City (hereinafter the “Property”);

WHEREAS, during January, 2021, Harvest conveyed the Property to IIP-FL 3 LLC (hereinafter “IIP”);

WHEREAS, immediately after conveying the Property to IIP, Harvest entered into a commercial lease, by which tenant Harvest leased part of the Property from landlord IIP, specifically, Building “C”;

WHEREAS, Harvest and City entered into a written Developer Agreement, titled “Developer Agreement with Harvest,” (hereinafter the “Agreement”), dated April 12, 2021;

WHEREAS, on or about June 28, 2021, Harvest and City entered into the “Amended and Restated Developer Agreement With Harvest,” (hereinafter “Amended Agreement”);

WHEREAS, as part of the Amended Agreement Harvest “submitted a proposed Site Plan to the City” and further agreed “that the improvements in the Site Plan shall be completed on or before June 1, 2022”;

WHEREAS, Harvest later assigned its interests in the commercial lease on the Property to Trulieve, which is currently a tenant at the Property;

WHEREAS, as part of the Amended Agreement, on or about June 24, 2021, Harvest and USFIC jointly executed and tendered to City a Common Law Performance Bond No. 615114661 (hereinafter the “Bond”).

WHEREAS, City has made certain claims against Harvest, Trulieve and USFIC, arising out of and related to the Agreement, the Amended Agreement and the Bond.

WHEREAS, the Parties believe that the amount of the Bond will not cover the obligations of Harvest, Trulieve and USFIC under the Amended Agreement and the Bond;

WHEREAS, the Parties deny liability to one another for any and all claims regarding the business dealings among the Parties arising out of or related to the Agreement, the Amended Agreement and the Bond;

WHEREAS, the Parties to this Settlement Agreement wish to fully settle and resolve all existing and potential disputes pertaining to the Agreement, the Amended Agreement and the Bond.

NOW, THEREFORE, in consideration of each and all of the mutual covenants, promises, and considerations set forth herein, the sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

1. Incorporation by reference. The above RECITALS are true and correct and are incorporated as material terms of this Settlement Agreement by reference.

2. Non-admission of liability. This Settlement Agreement is the compromise of disputed claims, and that any payment made hereunder is not to be construed as an admission of liability, fault, or responsibility as to any claims or allegations on the part of any Party, which

liability is and has been expressly denied.

3. Settlement Payment. In consideration of the Releases set forth below:

a. Trulieve agrees to make payment, as set forth below, in settlement of this matter within fifteen (15) calendar days of the date of approval of this Settlement Agreement by the City Commission of the City of Alachua (hereafter “City Commission”);

b. Trulieve agrees to make payment to “The City of Alachua” the sum of **One Million, Eight Hundred Fifty-One Thousand, Seven Hundred Forty and 40/100 Dollars (\$1,851,740.40)** (the “Settlement Amount”). In exchange for payment of the Settlement Amount to the City, all Parties waive and release all claims to any other compensation for any amounts owed on the Agreement, the Amended Agreement, and the Bond, including any liens, bond claims, and any invoices or amounts owed to third parties. The Parties acknowledge that amounts owed by each Party to any other Party are being compromised in consideration for the settlement of the claims related to their business dealings, and no Party shall seek any future compensation, of any sort, from any other Party to this Settlement Agreement.

4. Releases. Upon the City’s receipt of the Settlement Amount:

a. Harvest, on behalf of itself, and its past, present, and future attorneys, agents, servants, contractors, subcontractors, suppliers, representatives, insurers, successors in interest, and assigns of all of them, releases and forever discharge the City, its affiliates, subsidiaries, related municipal corporations, predecessors, successors and/or assigns, contractors, subcontractors or affiliates, employees, former employees, agents, attorneys, officers, directors, principals, and elected officials from any and all claims of whatever nature or description, whether now known or arising in the future, and whether arising from contract, indemnity, warranty, express or implied, in contract or tort, relating to their business dealings

on the Property, the Agreement, the Amended Agreement and the Bond.

b. Trulieve, on behalf of itself, and its past, present, and future attorneys, agents, servants, contractors, subcontractors, suppliers, representatives, insurers, successors in interest, and assigns of all of them, releases and forever discharge the City, its affiliates, subsidiaries, related municipal corporations, predecessors, successors and/or assigns, contractors, subcontractors or affiliates, employees, former employees, agents, attorneys, officers, directors, principals, and elected officials from any and all claims of whatever nature or description, whether now known or arising in the future, and whether arising from contract, indemnity, warranty, express or implied, in contract or tort, relating to their business dealings on the Property, the Agreement, the Amended Agreement and the Bond.

c. USFIC on behalf of itself, and its past, present, and future attorneys, agents, servants, contractors, subcontractors, suppliers, representatives, insurers, successors in interest, and assigns of all of them, releases and forever discharge the City, its affiliates, subsidiaries, related municipal corporations, predecessors, successors and/or assigns, contractors, subcontractors or affiliates, employees, former employees, agents, attorneys, officers, directors, principals, and elected officials from any and all claims of whatever nature or description, whether now known or arising in the future, and whether arising from contract, indemnity, warranty, express or implied, in contract or tort, relating to their business dealings on the Property, the Agreement, the Amended Agreement and the Bond.

d. City, on behalf its employees, representatives, attorneys, agents, servants, contractors, subcontractors, suppliers, representatives, insurers, successors in interest, and assigns of all of them, releases and forever discharge Harvest, Trulieve, the Bond, and USFIC, their affiliates, subsidiaries, related companies, predecessors, successors

and/or assigns, subcontractors or affiliates, employees, former employees, agents, attorneys, officers, directors, principals, shareholders, and members from any and all claims of whatever nature or description, whether now known or arising in the future, and whether arising from contract, bond, indemnity, warranty, express or implied, in contract or tort, relating to their business dealings on the Property, the Agreement, the Amended Agreement and the Bond.

5. City's Continuing Jurisdiction Over the Property. The Parties acknowledge that by entering into this Settlement Agreement, the City has not and is not waiving any of its jurisdiction over or power to regulate the Property now or in the future. The use of the Property by any subsequent purchaser, tenant, or user shall be subject to all federal, state and local laws and regulations, including, but not limited to, the City of Alachua Land Development Regulations and Comprehensive Plan. Because the Settlement Amount is not sufficient to cover the costs of the improvements required in the Amended Agreement and site plan, and the former use of the Property has ceased and may change, the Parties agree that the City Commission may use the Settlement Amount as it deems is in the best interest of the City. This Settlement Agreement cannot and does not operate as a waiver or release of the City's inherent authority to enforce the requirements of Florida law and/or local government regulations concerning the Property in the future.

6. Voluntary Execution/Role of Legal Counsel. The Parties acknowledge that this Settlement Agreement is freely and voluntarily executed after they have been apprised of all relevant information concerning this Settlement Agreement and that they have had the opportunity to consult with and receive the advice of their respective legal counsel in entering into this Settlement Agreement. In executing this Settlement Agreement, the Parties acknowledge that they do not rely on any inducements, promises, or representations other

than those contained herein. In this regard, the Parties acknowledge that this Settlement Agreement is the product of mutual negotiation and no doubtful or ambiguous provision that may exist in this Settlement Agreement is to be construed against any of the Parties based upon a claim that one of the Parties drafted the Settlement Agreement, or that the language of the Settlement Agreement was intended to favor one of the Parties.

7. Governing Law & Venue. This Settlement Agreement shall be deemed to have been made and to be performed, and shall be interpreted, construed, and enforced, in accordance with the laws of the State of Florida. Any action brought in connection with this Settlement Agreement shall be brought in the Circuit Court in and for Alachua County, Florida and at no other location. This provision is mandatory and is not permissive.

8. Attorney's Fees. In the event that any litigation or other dispute resolution proceeding is commenced that involves, arises out of or relates to this Settlement Agreement, then the prevailing party shall be entitled to an award of taxable court costs, other related but non-taxable costs and expenses, and reasonable attorney's fees from the time that the proceeding was commenced until all appeals, if any, are final. This paragraph shall apply where the proceeding seeks a declaration of rights, damages for default, damages for misrepresentation or other legal or equitable remedies.

9. Complete Agreement. The Parties acknowledge that in deciding to execute this Settlement Agreement and then in executing this Settlement Agreement, they have not relied upon any agreement, statement, or representation that is not specifically set forth herein, that this Settlement Agreement contains the entire agreement between the Parties hereto regarding the resolution of their disputes, and that the terms of the Settlement Agreement are contractual and not mere recitals.

10. Modifications. This Settlement Agreement cannot be amended, modified, or amplified except by agreement and written document, which is signed by all Parties hereto and any modification on behalf of the City must first be approved by the City Commission. No oral statement made by any person shall operate to modify this Settlement Agreement in any manner or otherwise affect its terms and provisions.

11. Paragraph Headings. Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement.

12. Severability. In the event that any term or provision of this Settlement Agreement is deemed unenforceable or unlawful for any reason, the remainder of the Settlement Agreement shall be deemed enforceable and in effect.

13. Enforceability. This Settlement Agreement is effective upon the execution of the last of the Parties hereto.

14. Non-Waiver. The failure of any Party to enforce at any time any of the provisions of this Settlement Agreement shall not constitute a waiver of any such provisions.

15. Authority to Bind. Each Party expressly covenants, warrants, and acknowledges to the other that it has the right and authority to execute this Settlement Agreement. Specifically, each individual signing on behalf of a corporate party represents and warrants that he or she has all requisite corporate power and authority to execute, deliver, and perform the corporate party's obligations under this Settlement Agreement; that his or her execution, delivery, and performance on the corporate party's behalf have been duly authorized by all necessary corporate action; and that this Settlement Agreement has been duly and validly executed and delivered by the corporate party's authorized agent or representative and binds the corporate party.

16. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same Settlement Agreement. This Settlement Agreement, to the extent delivered by means of facsimile or electronic delivery, shall be treated in all manner and respects as an original Settlement Agreement to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of Electronic Delivery as a defense to the formation of a Settlement Agreement, and each Party hereto waives any such defense except to the extent that such defense relates to lack of authenticity.

17. No Third-Party Reliance. This Settlement Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Settlement Agreement.

18. Reservation of Rights. This Settlement Agreement shall not alter or diminish any rights of USFIC under the General Indemnity Agreement executed by Harvest and its indemnitors on or about August 25, 2019, or any other agreements to which USFIC, Harvest, or Harvest's indemnitors are a party.

IN WITNESS WHEREOF, the undersigned hereby execute this Settlement Agreement on the date(s) set forth below.

SIGNATURES FOR CITY OF ALACHUA

Attest:

CITY OF ALACHUA

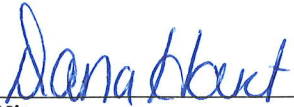
City Manager/Clerk

by: _____
The Hon. Gib Coerper, Mayor

Date: _____

**SIGNATURES FOR
HARVEST DCP OF FLORIDA, LLC**

Attest:


Witness

Date: 1/25/2023

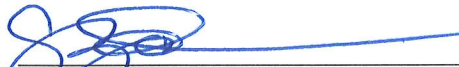
HARVEST DCP OF FLORIDA, LLC

by: 
Eric Powers, Corporate Secretary

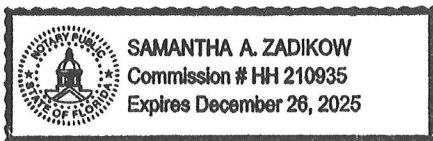
NOTARY

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, on this 25th day of January, 2023, by Eric Powers, who ☒ is personally known to me or ☐ who has produced a valid Driver's License as identification, and who took an oath.


Notary Public

Samantha A. Zadikow
(Print or Type Name)
Commission No.: HH210935
Expiration: 12/26/2025 [SEAL]



SIGNATURES FOR TRULIEVE, INC.

Attest:

Sana Hart
Witness

TRULIEVE, INC.

by: [Signature]
Eric Powers, Corporate Secretary

Date: 1/25/2023

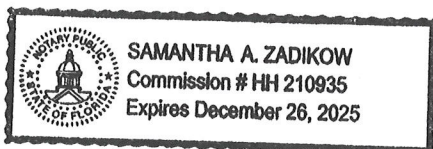
NOTARY

STATE OF Florida
COUNTY OF Leon

Sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, on this 25th day of January, 2023, by Eric Powers, who ☒ is personally known to me or ☐ who has produced a valid Driver's License as identification, and who took an oath.

[Signature]
Notary Public

Samantha A. Zadikow
(Print or Type Name)
Commission No.: HH210935
Expiration: 12/26/2025 [SEAL]



SIGNATURES FOR UNITED STATES FIRE INSURANCE COMPANY

Attest:

UNITED STATES FIRE INSURANCE CO.

Charlene J. Mele
Witness

by: Beth J. Rotenberg
AVP, Safety Claims

Date: 1-30-23

NOTARY

STATE OF New Jersey
COUNTY OF Morris

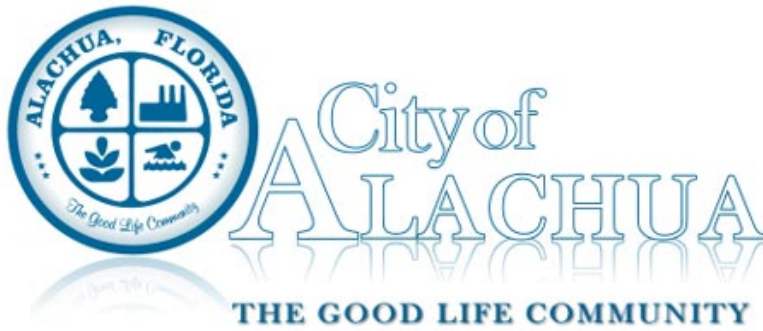
Sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, on this 30th day of January, 2023, by Beth J. Rotenberg, who ☒ is personally known to me or ☐ who has produced a valid Driver's license as identification, and who took an oath.

[Signature]
Notary Public

Matthew A. Snyder
(Print or Type Name)
Commission No.:
Expiration: [SEAL]

Matthew A. Snyder
NOTARY PUBLIC
State of New Jersey
ID # 50097350
My Commission Expires 1/22/2024

1/22/2024



Commission Agenda Item

MEETING DATE: 2/13/2023

SUBJECT: Termination of Joint Planning Area Interlocal Agreement between Alachua County and City of Alachua - Execution of Deeds

PREPARED BY: Mike DaRoza, City Manager

RECOMMENDED ACTION:

The recommended action is to authorize the Mayor to execute two deeds attached to the County: 1) conveying Northwest 59th Street, as per Right-of-way Map, and 2) conveying 93rd Avenue, as per Right-of-way Map, and, the City Manager or designee to return the deeds to Alachua County.

Summary

On December 11, 2018, the City of Alachua and Alachua County entered into the Joint Planning Area Agreement (the "Agreement") in order to resolve the County's objection to the City's annexation of property known as "Rattlesnake Ranch."

A copy of the Agreement is attached as Exhibit A. By entering into this Agreement, the County waived its objection to the City's annexation. As part of the Agreement, the County conveyed and the City accepted the property, right of ways, conveyed in the two deeds dated February 8, 2019, copies of which are attached as exhibits B and C.

At its August 9, 2022, meeting, the Alachua County Commission terminated the Agreement pursuant to Article 15 of it. On August 16, 2022, the Chairperson of the County Commission sent a letter to the City advising that the letter was the initiation of the 180-day termination clause.

A copy of this letter is attached as exhibit D. By terminating the Agreement, the property originally transferred to the City reverts to the County and the County assumes maintenance and responsibilities for the rights-of-ways.

Alachua County has provided the two deeds for the City to sign which convey back to the County what the County conveyed to the City. Once the deeds are executed by the City, they will be provided to the County. The County will sign each deed

accepting them. The deeds will then be recorded in the public records of Alachua County and the County will provide the City with copies of the recorded deeds.

ATTACHMENTS:

Description

- ▢ LETTER 220816-With Interlocal Agreement
- ▢ RECORDED JPA Interlocal Agreement bw Alachua County and City of Alachua
- ▢ DEED 190208 NW 59th St to Alachua
- ▢ DEED 190208 NW 93rd Ave to Alachua



Alachua County Board of County Commissioners

Marihelen Wheeler, *Chair*
Anna Prizzia, *Vice Chair*
Charles S. Chestnut, IV
Ken Cornell
Raemi Eagle-Glenn

Administration
Michele L. Lieberman
County Manager

August 16, 2022

mdaroza@cityofalachua.com

Mr. Mike DaRoza, City Manager
City of Alachua
15100 NW 142 Terrace
Alachua, FL 32615

Dear Mr. DaRoza:

On August 9, 2022, the Alachua County Board of County Commissioners approved a motion to initiate the 180-day termination clause under Article 15 of the Joint Planning Area Interlocal Agreement between Alachua County and the City of Alachua, which was entered into on December 11, 2018. Please regard your receipt of this letter as the required written notice of termination, per the Agreement.

Please coordinate with the Alachua County Public Works Department to prepare the proper documents to transfer the rights of way for NW 59th St and NW 93rd Ave back to the County as provided in Article 15 of the Agreement.

Sincerely,

Marihelen Wheeler, Chair
Alachua County Commission
Chr22.038

MW/JH/mrc

Enclosures: Joint Planning Area Interlocal Agreement between Alachua County and the City of Alachua

cc: City of Alachua Attorney Marian Rush
City of Alachua Mayor and Commissioners
City of Gainesville Mayor and Commissioners
City of Gainesville Interim City Manager Cynthia Curry
Board of County Commissioners
Michele L. Lieberman, County Manager
Sylvia Torres, County Attorney
Mari K. Daniels, Acting Assistant County Manager
Ramon Gavarrete, P.E., Public Works Director

**JOINT PLANNING AREA INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND
THE CITY OF ALACHUA**

This Joint Planning Area Interlocal Agreement ("JPA" or "Agreement") is made and entered into this 11th day of December, 2018 between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), and the City of Alachua, a municipal corporation created under the laws of Florida, by and through the City Commission of the City of Alachua (the "City"). Hereinafter, the County and the City may be each individually referred to as "Party" or collectively referred to as the "Parties."

WHEREAS, the County and the City wish to provide for better intergovernmental relations and coordinate planning efforts, as authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Part II of Chapter 163, Florida Statutes, addresses the need for an efficient and orderly system of planning and growth management by and among governmental entities and subdivisions thereof to ensure continued growth while preserving and enhancing the public welfare; and

WHEREAS, Section 163.01(4) and (5), Florida Statutes, provides that a public agency of the State, as defined by Section 163.01(3), Florida Statutes, may contract with any other public agency of the State to exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the County and the City are public agencies within the meaning of Section 163.01(3), Florida Statutes; and

WHEREAS, Section 163.3171(3), Florida Statutes, addresses the concept of joint planning pursuant to mutual agreement, including procedures for joint action and the preparation and adoption of the comprehensive plans, procedures for the administration of land development regulations or the land development codes applicable thereto, and the manner of representation of any joint body that may be created under the joint agreement; and

WHEREAS, on July 23, 2018, the City adopted Ordinance Number 18-15 on second reading, annexing approximately 148.24 acres of unincorporated property into the jurisdiction of the City (the "Annexation" or "Annexed Property"); and

WHEREAS, on August 14, 2018, the County initiated the intergovernmental conflict resolution process, pursuant to Chapter 164, Florida Statutes, due to the configuration of the Annexation and concerns regarding service delivery; and

WHEREAS, the County and the City are currently participating in the intergovernmental conflict resolution process; and

WHEREAS, the Parties agree that entering into this JPA resolves the existing intergovernmental conflict by establishing a framework to address future annexations in the defined joint planning area and address the Parties' concerns regarding the efficient provision of services in areas subject to this JPA; and

WHEREAS, the County and the City recognize that mutual coordination of land use densities and designations is necessary to maintain community character, support urban infrastructure, accommodate future populations, and protect rural areas within the County; and

WHEREAS, the County and the City recognize that the coordination and subsequent planned transition of services and capital improvements from the County to the City is part of the shared goal of providing efficient and effective public services and facilities to all residents within the JPA; and

WHEREAS, the County and the City have: (i) full power and authority to enter into this Agreement; (ii) taken all necessary actions and obtained all necessary approvals to enter into this Agreement and to perform the terms and conditions of this Agreement; and (iii) duly authorized, executed, and delivered this Agreement such that this Agreement constitutes the legal, valid, and binding obligations of the County and City; and

WHEREAS, this Agreement does not conflict with, and is not prohibited or limited by, any agreement or instrument to which the County or City is a party, or by which the County or City is bound, or any statute, law, ordinance, rule, or regulation applicable to the Parties or by which they are bound; and

WHEREAS, the County and the City acknowledge that the current intergovernmental conflict resolution process between the Parties will conclude with the execution of this JPA and the execution of the deeds for rights-of-way provided for in Article 6 of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the County and the City do hereby agree as set forth below:

ARTICLE 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made part of this Agreement.

ARTICLE 2. PURPOSE AND AUTHORITY OF AGREEMENT. This Agreement is executed pursuant to Chapters 125, 163, and 166, Florida Statutes. The purpose of this Agreement is to accomplish the following:

- a. Confirm that the County and the City have jointly approved the boundaries of the Joint Planning Area;
- b. Set forth the conditions and procedures under which the City will accomplish annexation;
- c. Set forth the conditions and procedures under which the County and City will accomplish joint planning and service delivery within the Joint Planning Area;
- d. Transfer ownership of two rights-of-way from the County to the City upon execution of this Agreement; and

- e. Set forth a mechanism for the City to improve the intersection of NW 93rd Avenue and NW 43rd Street in the event that a certain threshold of impact exists, as defined in Article 6 below.

ARTICLE 3. DESIGNATION OF JOINT PLANNING AREA.

- a. The Joint Planning Area, as illustrated on **Map 1: Joint Planning Area Boundaries**, includes all outlined unincorporated and incorporated parcels (**Attachment A**).
- b. Any change in the boundary of the Joint Planning Area must be made by amendment of this Agreement and is not effective unless jointly approved by both County and City.

ARTICLE 4. TERM. This Agreement is effective upon the later date of execution of the Parties hereto and will remain in effect for a period of 20 years from that date. At its expiration, this Agreement will automatically renew for additional 20-year terms, unless either Party has notified the other Party in writing, at least 180-calendar days prior to the expiration of the current term, of its intent not to renew this Agreement. Notice of intent not to renew this Agreement does not constitute a termination pursuant to Article 15 of this Agreement. In the event of expiration of this Agreement, the transfers of rights-of-way contained in Article 6 of this Agreement are not nullified and ownership and maintenance responsibilities for the listed rights-of-way remain with the City beyond the expiration. This Agreement expires upon the complete annexation or contraction of all areas within the designated Joint Planning Area.

ARTICLE 5. ANNEXATION. The City may annex lands inside the boundary of the Joint Planning Area consistent with this Agreement without objection from the County.

- a. For annexations within the Joint Planning Area, the City must provide notice to the County of all annexations within the Joint Planning Area in accordance with Chapter 171, Florida Statutes.
- b. The County will not object to the City's annexations within the Joint Planning Area that fail to meet the strict requirements of Chapter 171, Florida Statutes, regarding enclaves, contiguity, and compactness.
- c. Nothing contained in this Agreement limits the County's ability to challenge annexations by the City outside of the designated Joint Planning Area. If the County challenges a City annexation outside of the Joint Planning Area, that will not in any way affect or impact this Agreement or the rights of the Parties contained herein.

ARTICLE 6. INFRASTRUCTURE AND IMPACT FEES. To provide more efficient and economical public services to the residents of the County and the City, particularly those residents within the Joint Planning Area, the County and the City agree to plan for and execute the transition and effective provision for public infrastructure in and around the Joint Planning Area, as delineated in **Attachment A**.

- a. Effective immediately, the County offers and the City accepts ownership of that portion of the NW 93rd Avenue right-of-way, including the underlying fee and the improvements thereon, west of NW 43rd Street and currently owned by the County. Transfer of ownership will be effectuated through the execution of a deed transferring ownership of the right-of-way, executed by the chairperson of each Party and recorded within 60 calendar days of the effective date of this Agreement. Upon transfer of ownership from the County to the

City, the County retains no responsibilities for ongoing maintenance of NW 93rd Avenue. Provided, however, within six months from the date of execution of this Agreement, the County will repair all potholes and deficiencies in the current roadway surface of the portion of NW 93rd Avenue accepted herein by the City and apply a thin bituminous surface treatment to said roadway surface.

- b. Effective immediately, the County offers and the City accepts ownership of the NW 59th Street right-of-way, including the underlying fee and the improvements thereon, south of NW 93rd Avenue. Transfer of ownership will be effectuated through the execution of a deed transferring ownership of the right-of-way, executed by the chairperson of each Party and recorded within 60 calendar days of the effective date of this Agreement. Upon transfer of ownership from the County to the City, the County retains no responsibilities for ongoing maintenance of NW 59th Street.
- c. For any proposed development generating at least 25 peak hour trips and located within the Joint Planning Area, the City shall require the developer to submit to the City a formal traffic methodology letter and traffic study that is signed and sealed by a professional engineer, to evaluate the intersection of NW 93rd Avenue and NW 43rd Street. Within 10 business days of receipt of the formal traffic methodology letter, the City shall provide such signed and sealed letter and traffic study to the County Manager for review and comment. County staff shall submit any comments to City staff within 10 business days and City staff shall submit the County's comments into the record during any hearing held by the City on the application. The traffic study must address operational and safety improvements attributable to the proposed development, and include a roundabout justification report. As a condition of the development plan, the City shall cause the developer of the proposed development to construct, or pay the full costs of, the necessary improvements including turn lanes, turn lane storage, acceleration/deceleration lanes, traffic control devices, traffic signals, and bicycle and pedestrian facilities, as warranted based on the traffic study. If the foregoing provision is found to be illegal by a court of competent jurisdiction or if the City is unable or unwilling to cause the developer to construct or pay for the necessary improvements, the City shall cause the construction, or payment of the full costs, of the necessary improvements outlined in this Article through some alternative means. All necessary traffic control devices must be installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and FDOT roadway and traffic design standards. All left-turn storage lanes, at a minimum must include the addition of paved shoulders and a full-width overlay.

If the County disagrees with the process or findings of the traffic study and traffic methodology letter, the County shall notify the City Manager of such dispute and the County Manager, or designee, and City Manager, or designee, shall meet within 30 calendar days to resolve the dispute. If the County Manager and City Manager are unable to resolve the dispute over the traffic study and methodology, the County Manager and City Manager shall select a mutually agreeable third-party expert to make a traffic study methodology determination that is binding on the Parties and must be used in the review of the proposed development. Any costs associated with hiring the third-party expert will be evenly shared between the Parties.

- d. If the County permits development within the unincorporated portions of the Joint Planning Area that will increase trips on collector or arterial rights-of-way owned or maintained by the City within two miles of the County-permitted development, the County shall pay the City the value of the proportionate share of any impact fee, or equivalent fee, associated with the subject development and collected by the County. The payment may come from any legally available funding source deemed appropriate by the County. The proportionate share of the fee will be based on the percentage of trips projected to impact City owned or maintained collector or arterial rights-of-way compared to the percentage of trips projected on other roads. Any money paid by the County to the City under this paragraph must be used by the City for an impact related project within 20 years of the County's payment to the City or any portion not used for an impact related project will be returned to the County.

ARTICLE 7. JOINT PLANNING AND SERVICE DELIVERY.

- a. **Fire Services.** The Parties acknowledge that the County currently provides fire services within the jurisdictional boundaries of the City and unincorporated Alachua County. Therefore, there is not a concern regarding inefficient provision of fire services within the Joint Planning Area. If the City pursues fire services through an alternative means and no longer utilizes the Alachua County Fire Department, then the County Manager and the City Manager shall meet in order to develop a mutually acceptable provision of fire services. If the City pursues fire services through an alternative means, the County and the City agree to reciprocate fire services as dispatched by the Combined Communication Center.
- b. **Waste Collection.** The Parties acknowledge that at the time of execution of this Agreement, the County currently contracts with a third party waste provider for the unincorporated portions of the Joint Planning Area and cannot unilaterally allow the City to extend its waste collection services into the unincorporated areas subject to this Agreement. When appropriate and able, the County will seek to negotiate its waste services contract to allow the City and its waste provider to extend services into the unincorporated portions of the Joint Planning Area.
- c. **Law Enforcement Services.** The Parties acknowledge that the City currently operates the Alachua Police Department within the City's jurisdiction and that the Alachua County Sheriff is an independent, constitutional officer with no direct oversight from the County. The Parties recognize that it may be more efficient for the Alachua Police Department to respond to emergency calls within the Joint Planning Area than it is for the Alachua County Sheriff's Office to respond. To address the efficient provision of law enforcement services within the Joint Planning Area, the City will send a letter to the Alachua County Sheriff, inviting the Sheriff to negotiate service arrangements within the Joint Planning Area. The City will send such letter to the Alachua County Sheriff within one year of the effective date of this Agreement.
- d. **Water and Sewer Connection.** New development within the Joint Planning Area shall be required to connect to centralized water and sewer services, unless economically or technically infeasible. New residential development at a density lower than one dwelling unit per two acres, or consisting of six or fewer lots, shall be exempt from this requirement.
- e. **Land Use and Development.** The Parties acknowledge that development approved by one Party within the Joint Planning Area may affect other portions of the Joint Planning Area, including those portions within the jurisdiction of the other Party. As such, the Parties

desire consistent and compatible development within the Joint Planning Area and across the Parties' jurisdictional boundaries.

1. Within 10 calendar days of receiving a complete application for (i) a rezoning, (ii) a comprehensive plan amendment, or (iii) a development approval, the Party receiving the application must notify the other Party of the application and provide a copy of the application and related materials upon request of the other Party. The Party receiving the application will permit the other Party 30 calendar days from the date the notification was received to submit comments on the application and will introduce those comments into the public record of any hearing for the application.
2. The Parties recognize the value of joint planning between the County and the City and will continue working toward a future goal of an agreement under Part II, Chapter 171, Florida Statutes, which encompasses the entirety of the City and adjacent unincorporated areas.

ARTICLE 8. RELATIONSHIP TO EXISTING LAWS AND STATUTES. In meeting the commitments encompassed in this Agreement, the Parties will comply with the requirements of all applicable State or local law. Furthermore, the County and the City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and the City do not purport to abrogate the decision-making responsibility vested in them by law. Nothing in this Agreement constitutes a waiver by either Party of its rights to challenge the action of the other Party under state, federal, or local law, unless specifically waived in this Agreement.

ARTICLE 9. INDEMNIFICATION AND LIABILITY. Each party is solely responsible for the negligent or wrongful acts of its employees, agents, commissions, or officers. Nothing herein constitutes a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

ARTICLE 10. DISPUTE RESOLUTION. The Parties agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this Article.

- a. The County Manager, or designee, and the City Manager, or designee, shall meet within 30 calendar days of notice of the dispute. At this meeting, the Managers, or their designees, shall work towards a resolution of any dispute arising out of the application, interpretation, or enforcement of this Agreement.
- b. If the meeting of the County Manager and City Manager does not result in the resolution of the conflict, then either Party may initiate the following dispute resolution process by providing written notice to the other Party:
 1. After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues in conflict.
 2. If discussions among the Parties fail to resolve the dispute within 60 calendar days of the notice described above, the Parties will utilize a mutually agreeable third-party mediator to attempt to resolve the conflict. The costs of such mediator, as well as any associated costs of the conflict resolution, shall be borne equally by the Parties.

3. If mediation results in an impasse, the Parties may initiate litigation to resolve the conflict. Nothing herein waives or limits a Party's right to litigate until the conclusion of the dispute resolution process if an emergency exists justifying the expedited initiation of litigation.
- c. If any Article of this Agreement provides a specific dispute resolution process, the Parties agree to follow the specific process before proceeding to the general dispute resolution process of this Article.

ARTICLE 11. AMENDMENTS TO THE AGREEMENT. The Parties may not amend, modify, or alter the terms or conditions set forth herein unless the amendment, modification, or alteration is contained in a written document, executed by the Parties with the same formalities as this Agreement between the County and the City.

ARTICLE 12. SEVERABILITY. If any Article, Section, subsection, paragraph, sentence, clause, or phrase of this Agreement is declared illegal, null, or void for any reason, the remaining Articles, Sections, subsections, paragraphs, sentences, clauses, or phrases will continue to remain in full force and effect.

ARTICLE 13. LAW AND VENUE. This Agreement is governed in accordance with the laws of the State of Florida. Venue for any disputes or causes of action arising out of this Agreement is in Alachua County.

ARTICLE 14. NOTICE. Any notice required or allowed to be delivered hereunder must be in writing and is deemed to be delivered when (i) hand-delivered to the official hereinafter designated, or (ii) 3 business days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested, address to the Party at the address set forth below, or such other address as the Party may have specified by written notice to the other Party delivered in accordance herewith, or (iii) the date of actual receipt of the notice, whichever is earliest. Notice for the Parties must be delivered to the following individuals and addresses:

City: City Manager
 City of Alachua
 P.O. Box 9
 Alachua, Florida 32615

 City Attorney
 City of Alachua
 P.O. Box 9
 Alachua, Florida 32615

County: County Manager
 Alachua County
 12 SE 1st Street
 Gainesville, Florida 32601
 ATTN: County Manager

County Attorney
Alachua County
12 SE 1st Street
Gainesville, Florida 32601
ATTN: County Attorney

ARTICLE 15. TERMINATION. Either the County or the City may terminate this Agreement with a 180 calendar day written notice. If the City terminates or materially breaches this Agreement, the City shall pay the County the actual cost of any improvements or repairs made to NW 93rd Avenue and NW 59th Street by the County pursuant to Article 6 of this Agreement within 180 calendar days of the termination or breach. If the County terminates or materially breaches this Agreement, the rights-of-way transferred pursuant to Article 6 of this Agreement, identified as NW 93rd Avenue and NW 59th Street, will revert to County ownership and the County will assume maintenance responsibilities for these rights-of-way and pay the City the value of the remaining useful life of any improvements to the subject rights-of-way made by the City during the term of this Agreement.

ARTICLE 16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, is an original, with all counterparts together constituting one and the same instrument.

ARTICLE 17. CONSTRUCTION. The provisions of this Agreement shall be liberally construed to effectuate the purposes hereof and the powers conferred by this Agreement shall be in addition and supplementary to the powers conferred by any general, local or special law, or by any charter of the Parties. All Parties have participated in the preparation of this Agreement and the provision hereof may not be construed for or against any Party by reason of authorship.

ARTICLE 18. RECORDS. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

ARTICLE 19. NON-WAIVER. The failure of any Party to exercise any right in this Agreement is not a waiver of the right to later enforce that or any provision of this Agreement..

ARTICLE 20. ATTACHMENTS. All attachments or exhibits to this Agreement are incorporated into and made part of this Agreement by reference.

ARTICLE 21. EXTENSION OF TIME. The County Manager and City Manager may agree, in writing, to extend any timeframes set forth in this Agreement, except that this Article does not authorize the County Manager and City Manager to extend the term of this Agreement.

ARTICLE 22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, understandings, or representations.

ARTICLE 23. EFFECTIVE DATE. This Agreement is effective on the date that the last of the Parties formally executes this Agreement.

ARTICLE 24. RECORDATION OF AGREEMENT. The County shall record this Agreement in the Official Records of Alachua County, Florida, within 10 business days after the execution of this Agreement by both parties, and provide a copy of the recorded Agreement to the City Manager.

ARTICLE 25. CONCLUSION OF THE CONFLICT RESOLUTION PROCESS. The intergovernmental conflict resolution process, which gave rise to this Agreement, will conclude upon the complete execution of this Agreement and the transfer of rights-of-way through the execution of the appropriate deeds, as provided for in Article 6 of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Joint Planning Area Interlocal Agreement on the dates set forth below.

ALACHUA COUNTY, FLORIDA

By: Charles S. Chestnut, IV 12/12/18
Charles S. Chestnut, IV Date
Chair, Board of County Commissioners

APPROVED AS TO FORM

Sylvia E. Torres,
for Sylvia E. Torres,
County Attorney

(SEAL)
ATTEST:

Jesse K. Irby, II
Jesse K. Irby, II
Alachua County Clerk

CITY OF ALACHUA

Attest:

Adam Boukari
Adam Boukari, City Manager

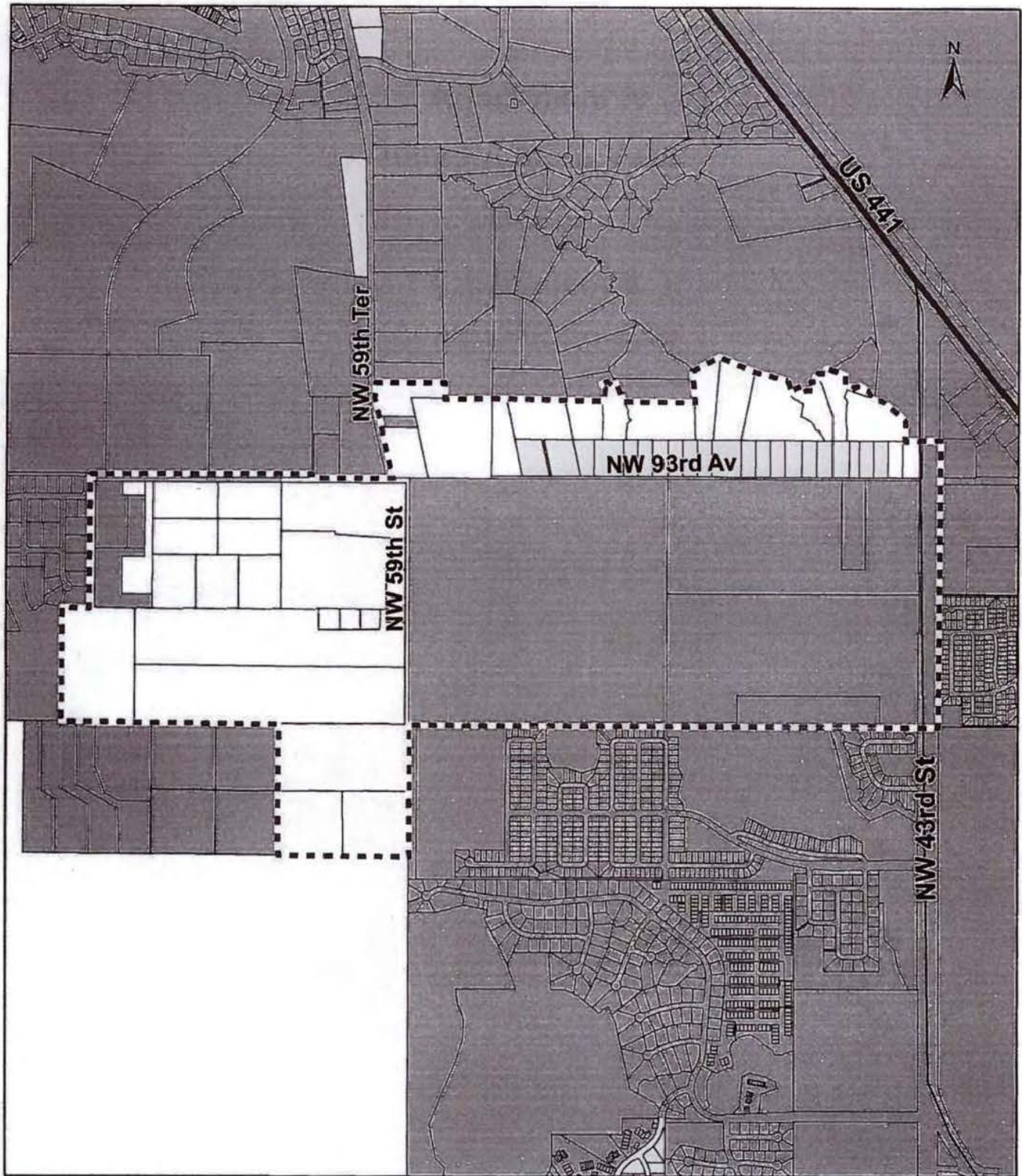
By: The Honorable Gib Coerper 12-10-2018
The Honorable Gib Coerper, Mayor Date

Approved as to form:

Marian B. Rush
Marian B. Rush, City Attorney

Attachment A

Joint Planning Area



City Boundary
Unincorporated County

----- Joint Planning Area

0 0.125 0.25 0.5
Miles



**JOINT PLANNING AREA INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND
THE CITY OF ALACHUA**

This Joint Planning Area Interlocal Agreement ("JPA" or "Agreement") is made and entered into this 11th day of December, 2018 between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), and the City of Alachua, a municipal corporation created under the laws of Florida, by and through the City Commission of the City of Alachua (the "City"). Hereinafter, the County and the City may be each individually referred to as "Party" or collectively referred to as the "Parties."

WHEREAS, the County and the City wish to provide for better intergovernmental relations and coordinate planning efforts, as authorized pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Part II of Chapter 163, Florida Statutes, addresses the need for an efficient and orderly system of planning and growth management by and among governmental entities and subdivisions thereof to ensure continued growth while preserving and enhancing the public welfare; and

WHEREAS, Section 163.01(4) and (5), Florida Statutes, provides that a public agency of the State, as defined by Section 163.01(3), Florida Statutes, may contract with any other public agency of the State to exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the County and the City are public agencies within the meaning of Section 163.01(3), Florida Statutes; and

WHEREAS, Section 163.3171(3), Florida Statutes, addresses the concept of joint planning pursuant to mutual agreement, including procedures for joint action and the preparation and adoption of the comprehensive plans, procedures for the administration of land development regulations or the land development codes applicable thereto, and the manner of representation of any joint body that may be created under the joint agreement; and

WHEREAS, on July 23, 2018, the City adopted Ordinance Number 18-15 on second reading, annexing approximately 148.24 acres of unincorporated property into the jurisdiction of the City (the "Annexation" or "Annexed Property"); and

WHEREAS, on August 14, 2018, the County initiated the intergovernmental conflict resolution process, pursuant to Chapter 164, Florida Statutes, due to the configuration of the Annexation and concerns regarding service delivery; and

WHEREAS, the County and the City are currently participating in the intergovernmental conflict resolution process; and

WHEREAS, the Parties agree that entering into this JPA resolves the existing intergovernmental conflict by establishing a framework to address future annexations in the defined joint planning area and address the Parties' concerns regarding the efficient provision of services in areas subject to this JPA; and

WHEREAS, the County and the City recognize that mutual coordination of land use densities and designations is necessary to maintain community character, support urban infrastructure, accommodate future populations, and protect rural areas within the County; and

WHEREAS, the County and the City recognize that the coordination and subsequent planned transition of services and capital improvements from the County to the City is part of the shared goal of providing efficient and effective public services and facilities to all residents within the JPA; and

WHEREAS, the County and the City have: (i) full power and authority to enter into this Agreement; (ii) taken all necessary actions and obtained all necessary approvals to enter into this Agreement and to perform the terms and conditions of this Agreement; and (iii) duly authorized, executed, and delivered this Agreement such that this Agreement constitutes the legal, valid, and binding obligations of the County and City; and

WHEREAS, this Agreement does not conflict with, and is not prohibited or limited by, any agreement or instrument to which the County or City is a party, or by which the County or City is bound, or any statute, law, ordinance, rule, or regulation applicable to the Parties or by which they are bound; and

WHEREAS, the County and the City acknowledge that the current intergovernmental conflict resolution process between the Parties will conclude with the execution of this JPA and the execution of the deeds for rights-of-way provided for in Article 6 of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the County and the City do hereby agree as set forth below:

ARTICLE 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made part of this Agreement.

ARTICLE 2. PURPOSE AND AUTHORITY OF AGREEMENT. This Agreement is executed pursuant to Chapters 125, 163, and 166, Florida Statutes. The purpose of this Agreement is to accomplish the following:

- a. Confirm that the County and the City have jointly approved the boundaries of the Joint Planning Area;
- b. Set forth the conditions and procedures under which the City will accomplish annexation;
- c. Set forth the conditions and procedures under which the County and City will accomplish joint planning and service delivery within the Joint Planning Area;
- d. Transfer ownership of two rights-of-way from the County to the City upon execution of this Agreement; and

- e. Set forth a mechanism for the City to improve the intersection of NW 93rd Avenue and NW 43rd Street in the event that a certain threshold of impact exists, as defined in Article 6 below.

ARTICLE 3. DESIGNATION OF JOINT PLANNING AREA.

- a. The Joint Planning Area, as illustrated on **Map 1: Joint Planning Area Boundaries**, includes all outlined unincorporated and incorporated parcels (**Attachment A**).
- b. Any change in the boundary of the Joint Planning Area must be made by amendment of this Agreement and is not effective unless jointly approved by both County and City.

ARTICLE 4. TERM. This Agreement is effective upon the later date of execution of the Parties hereto and will remain in effect for a period of 20 years from that date. At its expiration, this Agreement will automatically renew for additional 20-year terms, unless either Party has notified the other Party in writing, at least 180-calendar days prior to the expiration of the current term, of its intent not to renew this Agreement. Notice of intent not to renew this Agreement does not constitute a termination pursuant to Article 15 of this Agreement. In the event of expiration of this Agreement, the transfers of rights-of-way contained in Article 6 of this Agreement are not nullified and ownership and maintenance responsibilities for the listed rights-of-way remain with the City beyond the expiration. This Agreement expires upon the complete annexation or contraction of all areas within the designated Joint Planning Area.

ARTICLE 5. ANNEXATION. The City may annex lands inside the boundary of the Joint Planning Area consistent with this Agreement without objection from the County.

- a. For annexations within the Joint Planning Area, the City must provide notice to the County of all annexations within the Joint Planning Area in accordance with Chapter 171, Florida Statutes.
- b. The County will not object to the City's annexations within the Joint Planning Area that fail to meet the strict requirements of Chapter 171, Florida Statutes, regarding enclaves, contiguity, and compactness.
- c. Nothing contained in this Agreement limits the County's ability to challenge annexations by the City outside of the designated Joint Planning Area. If the County challenges a City annexation outside of the Joint Planning Area, that will not in any way affect or impact this Agreement or the rights of the Parties contained herein.

ARTICLE 6. INFRASTRUCTURE AND IMPACT FEES. To provide more efficient and economical public services to the residents of the County and the City, particularly those residents within the Joint Planning Area, the County and the City agree to plan for and execute the transition and effective provision for public infrastructure in and around the Joint Planning Area, as delineated in **Attachment A**.

- a. Effective immediately, the County offers and the City accepts ownership of that portion of the NW 93rd Avenue right-of-way, including the underlying fee and the improvements thereon, west of NW 43rd Street and currently owned by the County. Transfer of ownership will be effectuated through the execution of a deed transferring ownership of the right-of-way, executed by the chairperson of each Party and recorded within 60 calendar days of the effective date of this Agreement. Upon transfer of ownership from the County to the

City, the County retains no responsibilities for ongoing maintenance of NW 93rd Avenue. Provided, however, within six months from the date of execution of this Agreement, the County will repair all potholes and deficiencies in the current roadway surface of the portion of NW 93rd Avenue accepted herein by the City and apply a thin bituminous surface treatment to said roadway surface.

- b. Effective immediately, the County offers and the City accepts ownership of the NW 59th Street right-of-way, including the underlying fee and the improvements thereon, south of NW 93rd Avenue. Transfer of ownership will be effectuated through the execution of a deed transferring ownership of the right-of-way, executed by the chairperson of each Party and recorded within 60 calendar days of the effective date of this Agreement. Upon transfer of ownership from the County to the City, the County retains no responsibilities for ongoing maintenance of NW 59th Street.
- c. For any proposed development generating at least 25 peak hour trips and located within the Joint Planning Area, the City shall require the developer to submit to the City a formal traffic methodology letter and traffic study that is signed and sealed by a professional engineer, to evaluate the intersection of NW 93rd Avenue and NW 43rd Street. Within 10 business days of receipt of the formal traffic methodology letter, the City shall provide such signed and sealed letter and traffic study to the County Manager for review and comment. County staff shall submit any comments to City staff within 10 business days and City staff shall submit the County's comments into the record during any hearing held by the City on the application. The traffic study must address operational and safety improvements attributable to the proposed development, and include a roundabout justification report. As a condition of the development plan, the City shall cause the developer of the proposed development to construct, or pay the full costs of, the necessary improvements including turn lanes, turn lane storage, acceleration/deceleration lanes, traffic control devices, traffic signals, and bicycle and pedestrian facilities, as warranted based on the traffic study. If the foregoing provision is found to be illegal by a court of competent jurisdiction or if the City is unable or unwilling to cause the developer to construct or pay for the necessary improvements, the City shall cause the construction, or payment of the full costs, of the necessary improvements outlined in this Article through some alternative means. All necessary traffic control devices must be installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and FDOT roadway and traffic design standards. All left-turn storage lanes, at a minimum must include the addition of paved shoulders and a full-width overlay.

If the County disagrees with the process or findings of the traffic study and traffic methodology letter, the County shall notify the City Manager of such dispute and the County Manager, or designee, and City Manager, or designee, shall meet within 30 calendar days to resolve the dispute. If the County Manager and City Manager are unable to resolve the dispute over the traffic study and methodology, the County Manager and City Manager shall select a mutually agreeable third-party expert to make a traffic study methodology determination that is binding on the Parties and must be used in the review of the proposed development. Any costs associated with hiring the third-party expert will be evenly shared between the Parties.

- d. If the County permits development within the unincorporated portions of the Joint Planning Area that will increase trips on collector or arterial rights-of-way owned or maintained by the City within two miles of the County-permitted development, the County shall pay the City the value of the proportionate share of any impact fee, or equivalent fee, associated with the subject development and collected by the County. The payment may come from any legally available funding source deemed appropriate by the County. The proportionate share of the fee will be based on the percentage of trips projected to impact City owned or maintained collector or arterial rights-of-way compared to the percentage of trips projected on other roads. Any money paid by the County to the City under this paragraph must be used by the City for an impact related project within 20 years of the County's payment to the City or any portion not used for an impact related project will be returned to the County.

ARTICLE 7. JOINT PLANNING AND SERVICE DELIVERY.

- a. **Fire Services.** The Parties acknowledge that the County currently provides fire services within the jurisdictional boundaries of the City and unincorporated Alachua County. Therefore, there is not a concern regarding inefficient provision of fire services within the Joint Planning Area. If the City pursues fire services through an alternative means and no longer utilizes the Alachua County Fire Department, then the County Manager and the City Manager shall meet in order to develop a mutually acceptable provision of fire services. If the City pursues fire services through an alternative means, the County and the City agree to reciprocate fire services as dispatched by the Combined Communication Center.
- b. **Waste Collection.** The Parties acknowledge that at the time of execution of this Agreement, the County currently contracts with a third party waste provider for the unincorporated portions of the Joint Planning Area and cannot unilaterally allow the City to extend its waste collection services into the unincorporated areas subject to this Agreement. When appropriate and able, the County will seek to negotiate its waste services contract to allow the City and its waste provider to extend services into the unincorporated portions of the Joint Planning Area.
- c. **Law Enforcement Services.** The Parties acknowledge that the City currently operates the Alachua Police Department within the City's jurisdiction and that the Alachua County Sheriff is an independent, constitutional officer with no direct oversight from the County. The Parties recognize that it may be more efficient for the Alachua Police Department to respond to emergency calls within the Joint Planning Area than it is for the Alachua County Sheriff's Office to respond. To address the efficient provision of law enforcement services within the Joint Planning Area, the City will send a letter to the Alachua County Sheriff, inviting the Sheriff to negotiate service arrangements within the Joint Planning Area. The City will send such letter to the Alachua County Sheriff within one year of the effective date of this Agreement.
- d. **Water and Sewer Connection.** New development within the Joint Planning Area shall be required to connect to centralized water and sewer services, unless economically or technically infeasible. New residential development at a density lower than one dwelling unit per two acres, or consisting of six or fewer lots, shall be exempt from this requirement.
- e. **Land Use and Development.** The Parties acknowledge that development approved by one Party within the Joint Planning Area may affect other portions of the Joint Planning Area, including those portions within the jurisdiction of the other Party. As such, the Parties

desire consistent and compatible development within the Joint Planning Area and across the Parties' jurisdictional boundaries.

1. Within 10 calendar days of receiving a complete application for (i) a rezoning, (ii) a comprehensive plan amendment, or (iii) a development approval, the Party receiving the application must notify the other Party of the application and provide a copy of the application and related materials upon request of the other Party. The Party receiving the application will permit the other Party 30 calendar days from the date the notification was received to submit comments on the application and will introduce those comments into the public record of any hearing for the application.
2. The Parties recognize the value of joint planning between the County and the City and will continue working toward a future goal of an agreement under Part II, Chapter 171, Florida Statutes, which encompasses the entirety of the City and adjacent unincorporated areas.

ARTICLE 8. RELATIONSHIP TO EXISTING LAWS AND STATUTES. In meeting the commitments encompassed in this Agreement, the Parties will comply with the requirements of all applicable State or local law. Furthermore, the County and the City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and the City do not purport to abrogate the decision-making responsibility vested in them by law. Nothing in this Agreement constitutes a waiver by either Party of its rights to challenge the action of the other Party under state, federal, or local law, unless specifically waived in this Agreement.

ARTICLE 9. INDEMNIFICATION AND LIABILITY. Each party is solely responsible for the negligent or wrongful acts of its employees, agents, commissions, or officers. Nothing herein constitutes a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

ARTICLE 10. DISPUTE RESOLUTION. The Parties agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this Article.

- a. The County Manager, or designee, and the City Manager, or designee, shall meet within 30 calendar days of notice of the dispute. At this meeting, the Managers, or their designees, shall work towards a resolution of any dispute arising out of the application, interpretation, or enforcement of this Agreement.
- b. If the meeting of the County Manager and City Manager does not result in the resolution of the conflict, then either Party may initiate the following dispute resolution process by providing written notice to the other Party:
 1. After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues in conflict.
 2. If discussions among the Parties fail to resolve the dispute within 60 calendar days of the notice described above, the Parties will utilize a mutually agreeable third-party mediator to attempt to resolve the conflict. The costs of such mediator, as well as any associated costs of the conflict resolution, shall be borne equally by the Parties.

3. If mediation results in an impasse, the Parties may initiate litigation to resolve the conflict. Nothing herein waives or limits a Party's right to litigate until the conclusion of the dispute resolution process if an emergency exists justifying the expedited initiation of litigation.
- c. If any Article of this Agreement provides a specific dispute resolution process, the Parties agree to follow the specific process before proceeding to the general dispute resolution process of this Article.

ARTICLE 11. AMENDMENTS TO THE AGREEMENT. The Parties may not amend, modify, or alter the terms or conditions set forth herein unless the amendment, modification, or alteration is contained in a written document, executed by the Parties with the same formalities as this Agreement between the County and the City.

ARTICLE 12. SEVERABILITY. If any Article, Section, subsection, paragraph, sentence, clause, or phrase of this Agreement is declared illegal, null, or void for any reason, the remaining Articles, Sections, subsections, paragraphs, sentences, clauses, or phrases will continue to remain in full force and effect.

ARTICLE 13. LAW AND VENUE. This Agreement is governed in accordance with the laws of the State of Florida. Venue for any disputes or causes of action arising out of this Agreement is in Alachua County.

ARTICLE 14. NOTICE. Any notice required or allowed to be delivered hereunder must be in writing and is deemed to be delivered when (i) hand-delivered to the official hereinafter designated, or (ii) 3 business days after deposit in the United States mail, postage prepaid, certified mail, return receipt requested, address to the Party at the address set forth below, or such other address as the Party may have specified by written notice to the other Party delivered in accordance herewith, or (iii) the date of actual receipt of the notice, whichever is earliest. Notice for the Parties must be delivered to the following individuals and addresses:

City:	City Manager City of Alachua P.O. Box 9 Alachua, Florida 32615 City Attorney City of Alachua P.O. Box 9 Alachua, Florida 32615
County:	County Manager Alachua County 12 SE 1 st Street Gainesville, Florida 32601 ATTN: County Manager

County Attorney
 Alachua County
 12 SE 1st Street
 Gainesville, Florida 32601
 ATTN: County Attorney

ARTICLE 15. TERMINATION. Either the County or the City may terminate this Agreement with a 180 calendar day written notice. If the City terminates or materially breaches this Agreement, the City shall pay the County the actual cost of any improvements or repairs made to NW 93rd Avenue and NW 59th Street by the County pursuant to Article 6 of this Agreement within 180 calendar days of the termination or breach. If the County terminates or materially breaches this Agreement, the rights-of-way transferred pursuant to Article 6 of this Agreement, identified as NW 93rd Avenue and NW 59th Street, will revert to County ownership and the County will assume maintenance responsibilities for these rights-of-way and pay the City the value of the remaining useful life of any improvements to the subject rights-of-way made by the City during the term of this Agreement.

ARTICLE 16. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, is an original, with all counterparts together constituting one and the same instrument.

ARTICLE 17. CONSTRUCTION. The provisions of this Agreement shall be liberally construed to effectuate the purposes hereof and the powers conferred by this Agreement shall be in addition and supplementary to the powers conferred by any general, local or special law, or by any charter of the Parties. All Parties have participated in the preparation of this Agreement and the provision hereof may not be construed for or against any Party by reason of authorship.

ARTICLE 18. RECORDS. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

ARTICLE 19. NON-WAIVER. The failure of any Party to exercise any right in this Agreement is not a waiver of the right to later enforce that or any provision of this Agreement..

ARTICLE 20. ATTACHMENTS. All attachments or exhibits to this Agreement are incorporated into and made part of this Agreement by reference.

ARTICLE 21. EXTENSION OF TIME. The County Manager and City Manager may agree, in writing, to extend any timeframes set forth in this Agreement, except that this Article does not authorize the County Manager and City Manager to extend the term of this Agreement.

ARTICLE 22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, understandings, or representations.

ARTICLE 23. EFFECTIVE DATE. This Agreement is effective on the date that the last of the Parties formally executes this Agreement.

ARTICLE 24. RECORDATION OF AGREEMENT. The County shall record this Agreement in the Official Records of Alachua County, Florida, within 10 business days after the execution of this Agreement by both parties, and provide a copy of the recorded Agreement to the City Manager.

ARTICLE 25. CONCLUSION OF THE CONFLICT RESOLUTION PROCESS. The intergovernmental conflict resolution process, which gave rise to this Agreement, will conclude upon the complete execution of this Agreement and the transfer of rights-of-way through the execution of the appropriate deeds, as provided for in Article 6 of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Joint Planning Area Interlocal Agreement on the dates set forth below.

ALACHUA COUNTY, FLORIDA

By: Charles S. Chestnut, IV 12/12/18
Charles S. Chestnut, IV Date
Chair, Board of County Commissioners

APPROVED AS TO FORM

Sylvia E. Torres
for Sylvia E. Torres,
County Attorney

(SEAL)
ATTEST

Jesse K. Irby, II
Jesse K. Irby, II
Alachua County Clerk

Attest:

Adam Boukari
Adam Boukari, City Manager

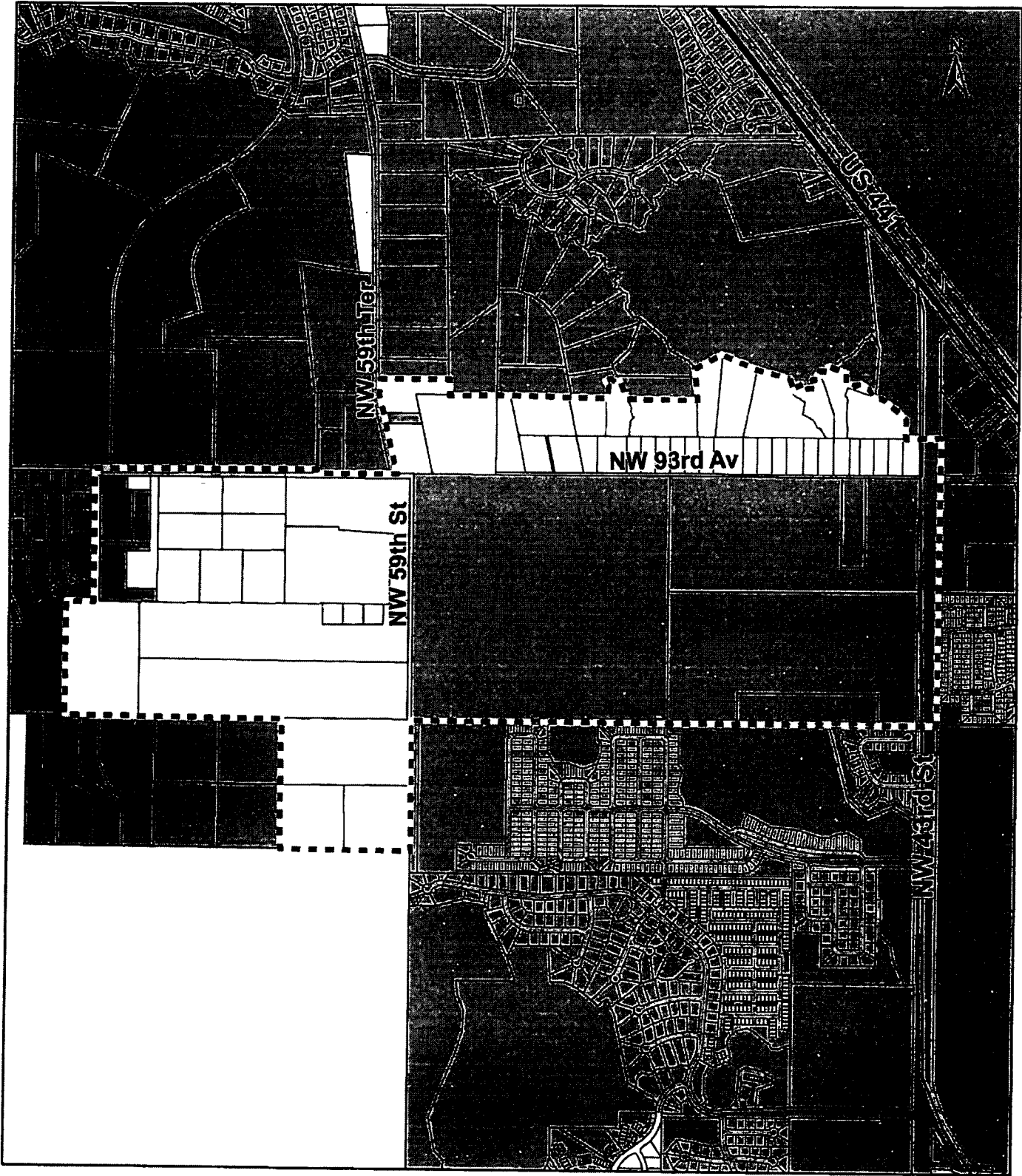
CITY OF ALACHUA

By: Gib Coerper 12-10-2018
The Honorable Gib Coerper, Mayor Date

Approved as to form:

Marian B. Rush
Marian B. Rush, City Attorney

Attachment A
Joint Planning Area



City Boundary
Unincorporated County

----- Joint Planning Area

0 0.125 0.25 0.5 Miles

This instrument prepared by:
Charlie Brecken, PSM
Public Works Department
5620 NW 120 Lane
Gainesville, FL 32653



County Road: NW 59th Street
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this 8th day of February, A.D., 2019, by
ALACHUA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida,
by its BOARD OF COUNTY COMMISSIONERS, whose mailing address is c/o Alachua County
Public Works Department, 5620 NW 120 Lane, Gainesville, Florida 32653, as party of the first
part, and the **CITY OF ALACHUA, FLORIDA**, a Municipal Corporation, whose mailing address
is Post Office Box 9, Alachua, Florida 32615 and its successors and assigns, as party of the
second part;

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00)
to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has
granted, bargained and sold to the party of the second part, its heirs and assigns forever, the
following described land lying and being in Alachua County, Florida, to wit:

Northwest 59th Street, as per Right-of-Way Map thereof,
recorded in Maintenance Map Book 35, pages 31-33 of
the Public Records of Alachua County, Florida.

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging or
in anywise appertaining and also together with all maintenance duties, obligations and
responsibilities, including, but not limited to, the sidewalks, the roadbed, the right-of-way, and all
curbs, culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes,
retaining walls, bridges, tunnels, viaducts and other drainage appurtenances existing at the time
of the transfer, to be constructed in the future, or that are necessary for the operation and
maintenance of travel and all ferries used in connection therewith.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

(OFFICIAL SEAL)

Jak "Jess" Irby, Esq.
Clerk of Court

Alachua County, Florida (Grantor)

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: Charles S. Chestnut, IV
Charles S. Chestnut, IV, Chair

APPROVED AS TO FORM

[Signature]
for County Attorney

Attest:

[Signature]
Adam Boukari, City Manager

City of Alachua (Grantee)

By: [Signature]
The Honorable Gib Coerper, Mayor

APPROVED AS TO FORM

Marian B. Rush
Marian B. Rush, City Attorney

This instrument prepared by:
Charlie Brecken, PSM
Public Works Department
5620 NW 120 Lane
Gainesville, FL 32653



County Road: NW 93rd Avenue
ALACHUA COUNTY, FLORIDA

COUNTY DEED

THIS DEED, made this 8th day of February, A.D., 2019, by
ALACHUA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida,
by its BOARD OF COUNTY COMMISSIONERS, whose mailing address is c/o Alachua County
Public Works Department, 5620 NW 120 Lane, Gainesville, Florida 32653, as party of the first
part, and the **CITY OF ALACHUA, FLORIDA**, a Municipal Corporation, whose mailing address
is Post Office Box 9, Alachua, Florida 32615 and its successors and assigns, as party of the
second part;

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00)
to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has
granted, bargained and sold to the party of the second part, its heirs and assigns forever, the
following described land lying and being in Alachua County, Florida, to wit:

Northwest 93rd Avenue, as per Maintained Right-of-Way Map thereof,
recorded in Maintenance Map Book 35, pages 24-29 of the Public Records
of Alachua County, Florida.

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging or
in anywise appertaining and also together with all maintenance duties, obligations and
responsibilities, including, but not limited to, the sidewalks, the roadbed, the right-of-way, and all
curbs, culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes,
retaining walls, bridges, tunnels, viaducts and other drainage appurtenances existing at the time
of the transfer, to be constructed in the future, or that are necessary for the operation and
maintenance of travel and all ferries used in connection therewith.

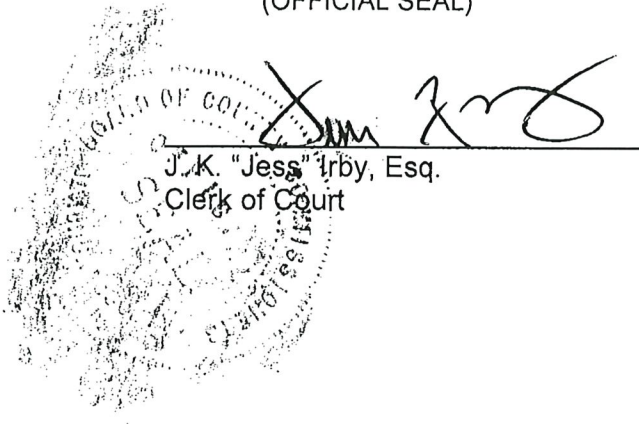
IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

Alachua County, Florida (Grantor)

BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA

By: Charles S. Chestnut, IV
Charles S. Chestnut, IV, Chair

(OFFICIAL SEAL)



J.K. "Jess" Irby, Esq.
Clerk of Court

APPROVED AS TO FORM

[Signature]
County Attorney

City of Alachua (Grantee)

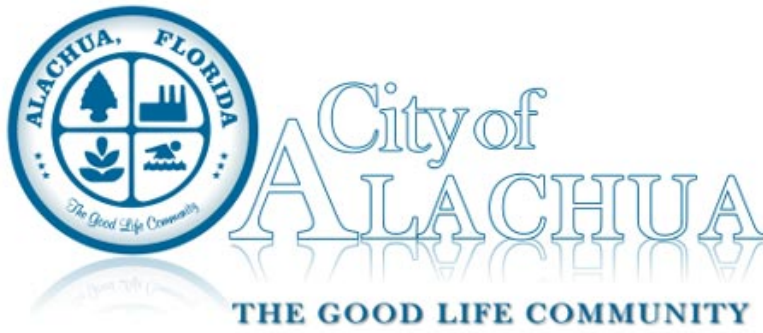
By: [Signature]
The Honorable Gil Coerper, Mayor

Attest:

[Signature]
Adam Boukari, City Manager

APPROVED AS TO FORM

Marian B. Rush
Marian B. Rush, City Attorney



Commission Agenda Item

MEETING DATE: 2/13/2023

SUBJECT: November 14, 2022 City Commission Meeting Minutes

PREPARED BY: Diane L. Amendola, Assistant Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

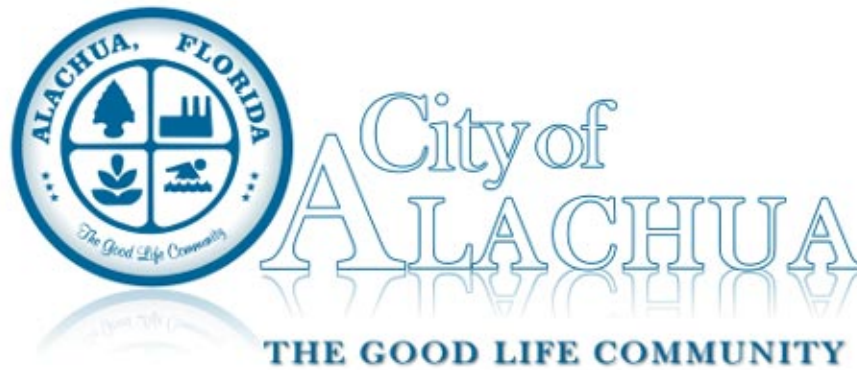
Summary

November 14, 2022 City Commission Meeting Minutes.

ATTACHMENTS:

Description

☐ Minutes



Regular City Commission Meeting Minutes November 14, 2022

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

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: November 14, 2022

Meeting Location: James A Lewis Commission Chambers

CITIZENS PRESENT: Craig Rouhier, Sr., Jeff Rouhier, Kay Hall, Terri Burley, Irene Lewis, Mary Lou McField, Robert Sharpe, Tom Hubbard, Ralph Williams, Phyllis Wilcox Strickland, Nancy Briles, Marivette Rodriguez, Debra Werner, Wayne Werner, Gloria Andrews. STAFF ATTENDING: Diane Amendola, Adam Hall, Elliot Harris, Tara Malone, Jesse Sandusky, Donna Smith, Rodolfo Valladares, LeAnne Williams, Cap Wilson, David Wisener.

CITY COMMISSION MEETING

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

CALL TO ORDER

Led by Mayor Gib Coerper.

INVOCATION

Led by Pastor Ralph Williams, Newberry Church of the Nazarene.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

City Manager Mike DaRoza stated Item A. Appointment to the Citizen Advisory Task Force would be deferred to November 28, 2022.

Commissioner Dayna Miller moved to approve the amended agenda; seconded by Vice Mayor 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 Shirley Green Brown moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Vice Mayor Blalock.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

A. Daughters of the American Revolution Honor Veterans

Deputy City Clerk LeAnne Williams introduced the item.

Regent Nancy Briles presented Mayor Coerper with the certificate and pin.

Mayor Coerper thanked the DAR members for the honor.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

Terri Burley made suggestions as to where to place trees around the city.

Mitch Glaeser updated the Commission on the activities at San Felasco Tech City and the Alachua Chamber of Commerce.

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

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

A. Appointment to Citizen Advisory Task Force (CATF)

Item deferred to November 28, 2022.

IV. PUBLIC HEARINGS AND ORDINANCES

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

- A. Final Plat – Briarwood Phase 2 and 3: A request by Tivia Bryan, of Allen & Company, applicant and agent for Troon Creek, LLC, property owner, for consideration of the Final Plat for Briarwood Phase 2 and 3, which proposes to subdivide a ±45.16 acre subject property into a total of 145 lots with associated common areas and road right-of-way; Consisting of Tax Parcel Number 03044-010-003(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.

Vice Mayor Blalock asked for clarification regarding the working area for the current phase.

Principal Planner Hall provided the information.

Commissioner Miller presented concerns from citizens regarding two-story homes to the applicant and made suggestions in regards to visibility.

Discussion ensued regarding this issue.

Wayne Werner expressed his concerns regarding retention areas that do not have fencing.

Mayor Coerper stated retention areas are required by law.

Commissioner Edward Potts moved to approve the Final Plat of Briarwood Phase 2 and 3 (“Final Plat”), approve the “Subdividers Agreement for Briarwood Phase 2 and 3” (“Subdividers Agreement”), authorize the Mayor and City Attorney to sign the Final Plat and Subdividers Agreement; accept the Common Law Performance Bond from Troon Creek, LLC in the amount of \$5,703,808.01 as the surety instrument for infrastructure improvements, other than the house sidewalks; and accept the Common Law Performance Bond from Troon Creek, LLC in the amount of \$245,875.08 as the surety instrument for the house sidewalks; 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. Alachua West Wastewater Improvement Project

Public Services Director Rodolfo Valladares introduced the item and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

Mayor Coerper asked for specifics on the location of the piping.

Public Services Director Valladares provided the information.

City Manager DaRoza thanked Public Services Director Valladares for all of his efforts in obtaining the grant.

Commissioner Green Brown moved to approve the Agreement between the City of Alachua and Florida Department of Environmental Protection and authorize and direct the City Manager to execute the contract and any other necessary documents; 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

Robert Sharpe spoke about cars driving too fast at certain intersections, CR 235 needing repair and about streetlights being out.

Chris Mallinson spoke about the streetlights being out as well. He stated there are trees that need trimming near the Sun Stop on CR 235.

(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 DaRoza thanked Pastor Williams for the invocation. He announced the City received a revitalization grant from the Duke Energy Foundation and the Greater Gainesville Chamber Foundation. He congratulated Economic Development Manager Wisner who prepared the grant. He reminded citizens the City is limited in what could be done on County roads.

City Attorney Marian Rush wished everyone a Happy Thanksgiving.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Potts wished everyone a Happy Thanksgiving. He stated he attended:

- the Child Advocacy event, "Gainesville Gone New Orleans"
- the Ronald McDonald House event, "Beyond Bourbon"

Commissioner Miller welcomed City Attorney Rush back. She thanked Chief Jesse Sandusky for his work. She stated she attended:

- the Child Advocacy event, "Gainesville Gone New Orleans"
- the Alachua Chamber of Commerce lunch with State Representative Chuck Brannan
- the open house for Matt Surrency

She stated she was on the board for Keep Alachua Beautiful, and soon it would be time to prepare for the Great American Clean Up. She reminded citizens of the upcoming events and where to find them on the website.

Commissioner Brown thanked:

- Pastor Williams for his fervent prayer
- those who exercised their right to vote

She stated she attended:

- the Children Advocacy Center's event to support abused children
- the Alachua Chamber of Commerce meeting
- the Fall Festival

She announced the Friends of the Library would sponsor the African-American Read-In in February. She wished everyone a Happy Thanksgiving.

Vice Mayor Blalock thanked everyone for coming. She stated she attended:

- Alachua on Main
- The Fall Festival

She stated she was on the committee for Dr. Martin Luther King, Jr. Day Celebration and would be attending a meeting soon.

Mayor Coerper thanked everyone for coming. He thanked everyone for coming to all the meetings throughout the year. He encouraged citizens to attend activities in other cities in the county and get to know people in the cities around the county. He stated the Single-Member District, which passed in the last election and gives each area one candidate to represent each district in the Alachua County Commission. He encouraged everyone to get to know their member.

ADJOURN

Commissioner Potts moved to adjourn; seconded by Vice Mayor Blalock.

Passed by unanimous consent.

CONSENT AGENDA

CONSENT AGENDA ITEMS

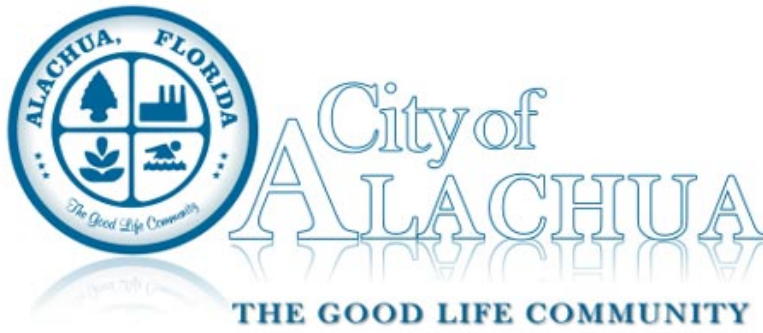
- A. Purchase of Transformers

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Mike DaRoza, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 2/13/2023

SUBJECT: December 12, 2022 City Commission Meeting Minutes

PREPARED BY: Diane L. Amendola, Assistant Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

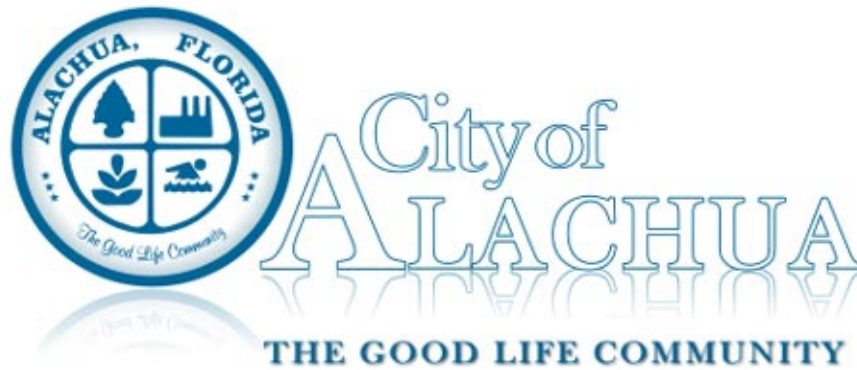
Summary

December 12, 2022 City Commission Meeting Minutes.

ATTACHMENTS:

Description

☐ Minutes



Regular City Commission Meeting Minutes December 12, 2022

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

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: December 12, 2022

Meeting Location: James A Lewis Commission Chambers

CITIZENS PRESENT: Phyllis Wilcox Strickland, Shaun Collins, Marie Collins, Natron Curtis, Christopher Mallinson, Robert Sharpe. STAFF ATTENDING: Diane Amendola, Kenyata Curtis, Tara Malone, Jesse Sandusky, LeAnne Williams, David Wisener, Kim Vermillion.

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 Natron Curtis of The Well Church.

PLEDGE TO THE FLAG

Led by Mayor Coerper, with Commissioner Edward Potts and Commissioner Shirley Green Brown absent.

APPROVAL OF THE AGENDA

Commissioner Dayna Miller moved to approve the agenda; seconded by Vice Mayor 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 Miller moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Vice Mayor Blalock.

Passed by unanimous consent

I. SPECIAL PRESENTATIONS

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. Appointment to Citizen Advisory Task Force (CATF)

Deputy City Clerk LeAnne Williams presented the item.

Applicants were invited to speak. Speakers were:

Shaun Collins
Christopher G. Mallinson
Phyllis Wilcox Strickland

Deputy City Clerk Williams conducted the ballot process.

Commissioner Miller moved to appoint Tom Hubbard, Phyllis Wilcox Strickland, and Shaun Collins to a three-year term expiring on September 30, 2025 and Christopher G. Mallinson

and Ruth Green to a one-year term expiring on September 30, 2023; seconded by Vice Mayor Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 3-0 by roll call.

Mayor Coerper thanked the citizens for being willing to serve.

Commissioner Miller mentioned she started her board experience on the CATF, and it was a good way to increase one's knowledge of how a city works.

IV. PUBLIC HEARINGS AND ORDINANCES

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

V. AGENDA ITEMS

A. Alachua County Housing Authority Loan Commitment

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.

Commissioner Miller moved to approve the \$37,500 Florida Housing Finance Corporation Local Government Verification of Contribution of a low interest loan; under the terms and conditions set forth in this Agenda Item as a commitment to support the application of the Alachua County Housing Authority for funding the development of 96 new replacement affordable family housing residential units in the Merrillwood neighborhood in the City of Alachua and to direct the City Manager to execute the FHFC form attached to this Agenda Item. Further, that this loan commitment shall expire of its own terms on September 1, 2024 unless all conditions precedent to funding contained in this Agenda Item and incorporated in this motion have been met or amended by this Commission; seconded by Vice Mayor Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 3-0 by roll call.

Mayor Coerper thanked Compliance and Risk Management Director Wilson, stating this project was needed for the City.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

Robert Sharpe expressed his appreciation to the Alachua Police Department for their presence on SR 235. He asked if the streetsweeper could come down NW 158 PL.

(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 congratulated the new members of the CATF board. He also congratulated Chief Jesse Sandusky and the staff of the APD for the long-awaited accreditation. He stated he attended the accreditation ceremony with Chief Sandusky. He stated he attended the Christmas Tree Lighting and the Christmas Parade. He reminded everyone Holiday Nights on Main Street would be held again the following weekend. He expressed his best wishes for a Merry Christmas and a Happy New Year to everyone.

City Attorney Marian Rush congratulated Chief Sandusky and the staff of the APD for the accreditation. She welcomed the new members of the CATF board. She stated she attended the staff Christmas Party. She wished everyone a Merry Christmas and a Happy New Year.

VIII. COMMISSION COMMENTS/DISCUSSION

Vice Mayor Blalock thanked everyone for coming and Pastor Curtis for the invocation. She stated she attended the spelling bee at A.L. Mebane Middle School, the Tree Lighting ceremony and the Christmas Parade. She wished everyone happy holidays.

Commissioner Miller stated she attended the Christmas Parade. She thanked Chief Sandusky for protecting the citizens. She wished everyone a Merry Christmas and a Happy New Year.

Mayor Coerper thanked the citizens for their involvement. He stated this year was a positive and busy year. He congratulated Chief Sandusky and the staff of the APD for the accreditation. He expressed his best wishes for a Merry Christmas and a Happy New Year to everyone.

ADJOURN

Vice Mayor Blalock moved to adjourn; seconded by Commissioner Miller.

Passed by unanimous consent.

CONSENT AGENDA

CONSENT AGENDA ITEMS

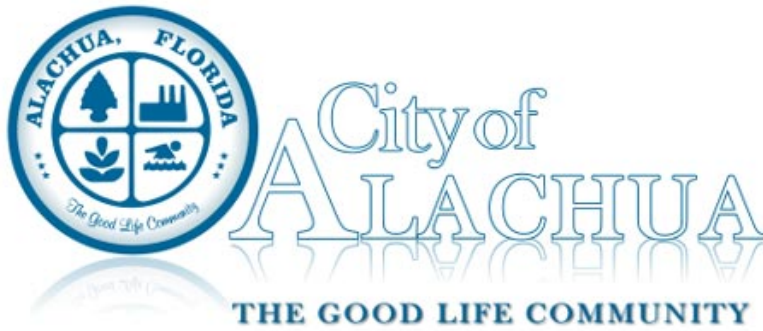
- A. October 10, 2022 City Commission Meeting Minutes
- B. October 24, 2022 City Commission Meeting Minutes

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Mike DaRoza, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 2/13/2023

SUBJECT: January 9, 2023 City Commission Meeting Minutes

PREPARED BY: Diane L. Amendola, Assistant Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

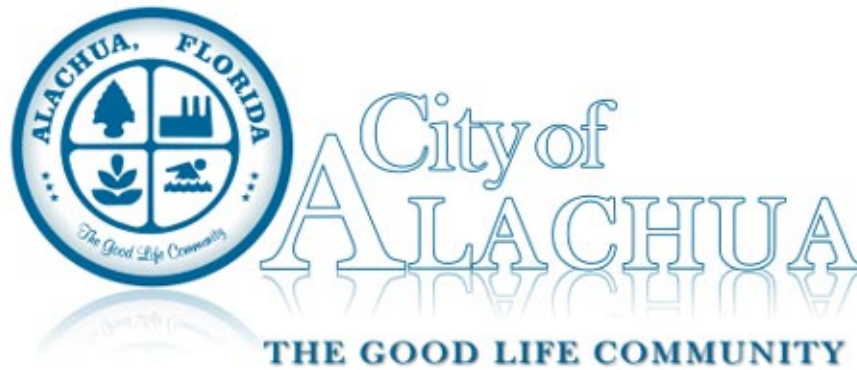
Summary

January 9, 2023 City Commission Meeting Minutes.

ATTACHMENTS:

Description

☐ Minutes



Regular City Commission Meeting Minutes January 9, 2023

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

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: January 9, 2023

Meeting Location: James A Lewis Commission Chambers

CITIZENS PRESENT: Namamrita Gibbs, Narender Reddy Gunna, Rodha Reddy Gunna, Nisha Chopada, Andriy Egorovets, Josh Moon, Tom Hubbard, Phyllis Strickland, Terri Burley, Robert Sharpe. STAFF ATTENDING: Diane Amendola, Robert Bonetti, Vicki FLoyd, Lisa Freeman, Carlos Hunt, Tara Malone, Justin Tabor, Rodolfo Valladares, LeAnne Williams, Tyler Williams, Cap Wilson, David Wisener.

CITY COMMISSION MEETING

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

CALL TO ORDER

Led by Mayor Gib Coerper.

INVOCATION

Pastor Josh Moon, River of Life Church.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

City Manager Mike DaRoza requested Item D be moved to Item A, as many Alachua Police Department officers had come for the presentation.

Commissioner Dayna Miller moved to approve the amended agenda; seconded by Vice Mayor 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

I. SPECIAL PRESENTATIONS

A. Ukrainian festival - VIRA Charity

Deputy City Clerk LeAnne Williams introduced the presentation.

Nisha Nandini and Andriy Egorovets discussed the fundraising event and the situation of the Ukrainian people.

Mayor Coerper presented the certificates to the participants.

B. Bhaktivedanta Academy Student Artist Appreciation

Deputy City Clerk Williams introduced the presentation.

Mayor Coerper and Nanda Reed presented the students with certificates.

C. Fiscal Analysis Report for FY 2021-2022 through September 30, 2022

Senior Accountant Tyler Williams provided the presentation.

Mayor Coerper thanked Senior Accountant Williams.

D. 2023 Law Enforcement Appreciation Day

Administrative Services Manager Vicki Floyd introduced the presentation.

Mayor Coerper read the Proclamation and presented it to the APD officers.

Mayor Coerper thanked the officers for their service.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

Terri Burley requested there be a speed reduction on 157 Street from 30 MPH to 20 MPH.

Mayor Coerper asked if Ms. Burley had any news regarding tree mitigation.

She stated that she did not.

(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**)

V. AGENDA ITEMS

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

Robert Sharpe stated the problems with cars speeding on CR 235 continue.

(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

No comments.

VIII. COMMISSION COMMENTS/DISCUSSION

Vice Mayor Blalock welcomed everyone back from the New Year break.

Commissioner Miller stated she hoped everyone had a safe New Year. She thanked Alachua Police Department Chief Jesse Sandusky and his officers for keeping the community safe. She stated she enjoyed the VIRA presentation.

Commissioner Shirley Green Brown thanked Pastor Moon for the invocation. She announced the Friends of the Library would sponsor the African American Read-In on Sunday, February 19, 2023. She stated she attended:

- Charity Ball of Saint Nicholas at the Alachua Woman's Club
- Dr. Martin Luther King Jr. Gala
- Alachua County Retired Educators meeting

Mayor Coerper stated he hoped everyone had a happy New Year, and he thanked the APD for their service.

ADJOURN

Vice Mayor Blalock moved to adjourn; seconded by Commissioner Ed Potts.

Passed by unanimous consent.

CONSENT AGENDA

CONSENT AGENDA ITEMS

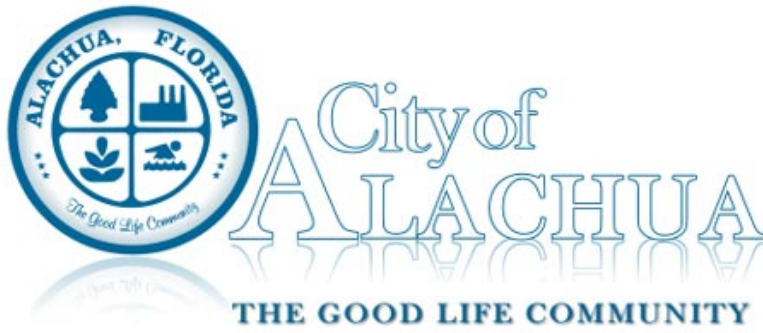
- A. November 28, 2022 City Commission Meeting Minutes

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Mike DaRoza, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 2/13/2023

SUBJECT: January 23, 2023 City Commission Meeting Minutes

PREPARED BY: Diane L. Amendola, Assistant Deputy City Clerk

RECOMMENDED ACTION:

Approve the minutes.

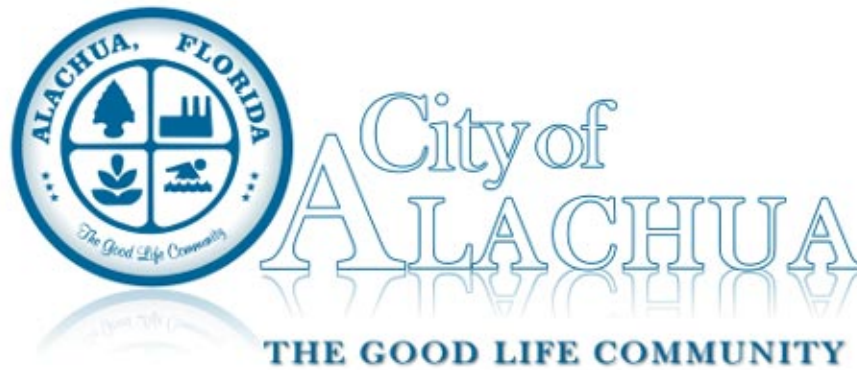
Summary

January 23, 2023 City Commission Meeting Minutes.

ATTACHMENTS:

Description

☐ Minutes



Regular City Commission Meeting Minutes January 23, 2023

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

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: January 23, 2023

Meeting Location: James A Lewis Commission Chambers

CITIZENS PRESENT: Sheila Wooley, Darin Kilfay, Phyllis W. Strickland, Tom Hubbard, Staci Bertrand
Ian Fletcher and Robert Sharpe. STAFF ATTENDING: Diane Amendola, Robert Bonetti, Vicki Floyd,
Jesse Sandusky, Donna Smith, Rodolfo Valladares, LeAnne Williams, Tyler Williams, Cap Wilson, David
Wisener, Kim Vermillion.

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 of First Presbyterian Church of Alachua.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

Commissioner Shirley Green Brown moved to approve the agenda; seconded by Vice Mayor 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 Dayna Miller moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Vice Mayor Blalock.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

A. Accreditation Award Presentation

Alachua Police Department Chief Jesse Sandusky provided the presentation and presented the Accreditation certificate to the Commission.

Mayor Coerper stated he was proud of the APD for this accomplishment and the work they do.

B. School Crossing Guard Appreciation Day Proclamation

Administrative Services Manager Vicki Floyd introduced the presentation.

Mayor Coerper read the proclamation.

C. Check Presentation - Duke Energy Revitalization Grant

Deputy City Clerk LeAnne Williams introduced the presentation.

Staci Bertrand, Government & Community Relations Manager, Duke Energy and Ian Fletcher, Sr., Chief Operating Officer, Greater Gainesville Chamber presented the check to the Commission.

D. 2023 Election Proclamation

Deputy City Clerk Williams provided the presentation.

Mayor Coerper read the proclamation.

E. Fiscal Analysis Report for FY 2022-2023 through November 30, 2022

Senior Accountant Tyler Williams provided the presentation.

Mayor Coerper thanked him for his work.

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**)

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 Mike DaRoza thanked:

1. Pastor Hardesty for the invocation
2. Economic Development Manager David Wisener for his work on the Duke Energy Revitalization Grant

He congratulated:

1. The APD for the Accreditation certification.
2. The school crossing guards for a job well done

He announced the Citizen Advisory Task Force Board would have its first meeting on January 24, 2023, at 4:00 p.m.

City Attorney Marian Rush congratulated the APD on its Accreditation certification.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Edward Potts congratulated the APD on its accreditation certificate. He stated he attended:

1. The 18th Annual Dr. Martin Luther King, Jr. Day Celebration
2. The EMO classes, provided by the Florida League of Cities

He announced the Alachua Chamber of Commerce would have a dinner on January 24, 2023.

Commissioner Brown thanked Pastor Hardesty for the invocation. She stated she attended:

1. The 18th Annual Dr. Martin Luther King, Jr. Day Celebration
2. Coretta Scott King and Dr. Martin Luther King Commemorative Event on January 10, 2023
3. The Elder Options Board meeting. She stated they had funding to assist seniors with home renovations and repairs, and citizens should notify Elder Options of any seniors who may benefit from this program.

She expressed her deepest sympathy to the Mincey family, which lost their five-year-old son. She congratulated the APD on its Accreditation certification and the school crossing guards for their service in maintaining the safety of the children.

Vice Mayor Blalock congratulated the APD on its Accreditation certification. She stated she attended the 18th Annual Dr. Martin Luther King, Jr. Day Celebration.

Mayor Coerper congratulated the APD on its Accreditation certification and the school crossing guards for their service in maintaining the safety of the children. He stated that the EMO and ethics classes from the Florida League of Cities were a great resource for elected officials.

ADJOURN

Vice Mayor Blalock moved to adjourn; seconded by Commissioner Potts.

Passed by unanimous consent.

CONSENT AGENDA

CONSENT AGENDA ITEMS

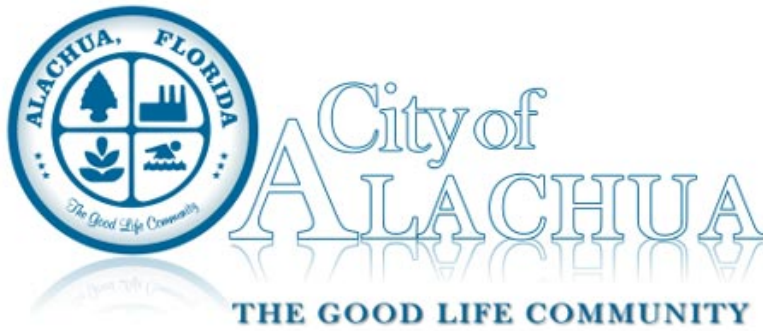
- A. Purchase of one (1) new Caterpillar 416 Backhoe Loader

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Mike DaRoza, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 2/13/2023

SUBJECT: Revision to FY 2023 Compensation Plan

PREPARED BY: Tara L. Malone - Human Resources Director

RECOMMENDED ACTION:

Recommended action is to approved revisions to the FY 2023 Compensation Plan.

Summary

The proposed revisions to the FY 2023 Compensation Plan includes an increase to the range and minimum hourly rate for all entry-level general fund positions and one internal service fund position currently at \$13.00 per hour.

The affected positions are Distribution/Collections Apprentice, Facilities Custodial Worker, Facilities Maintenance Worker, Public Works Technician I and Recreation Assistant I. Additionally, in an effort to address compression for those positions with progression, the base and range for the Public Works Technician II and Recreation Assistant II were also increased.

As dictated by legislation, effective September 30th, 2026, the minimum wage will be \$15.00. This action is preemptive to the impending mandate and will assist in the City's recruitment and retention efforts.

The proposed revisions do not increase Full-Time equivalents (FTE's), and the fiscal impact across funds is just under \$50,000 in personal services for the remainder of the fiscal year. The previously approved FY 2023 Compensation Plan has been provided for reference, along with the proposed revisions to the FY 2023 Compensation Plan. Positions highlighted in yellow on the proposed plan illustrate the recommended changes.

FINANCIAL IMPACT: Yes

BUDGETED:No

AMOUNT:\$50,000

FUNDING SOURCE:General Fund, Internal Services Fund

COMMISSION GOALS:

Quality of Life

ATTACHMENTS:

Description

- ▣ FY23 Compensation Plan-APPROVED_2022-09-26
- ▣ FY23 Compensation Plan-PROPOSED_2023-02-13

**APPROVED
COMPENSATION PLAN
Fiscal Year 2023**

<u>Position Title</u>	<u>FLSA Status</u>	<u>Minimum</u>	<u>Maximum</u>
Accountant	Exempt	\$39,500.00	\$61,225.00
Accounting Manager	Exempt	\$50,000.00	\$80,000.00
Accounts Payable Specialist	Non-exempt	\$16.11	\$24.96
Administrative Services Manager	Exempt	\$58,000.00	\$81,200.00
Assistant City Manager	Exempt	\$88,000.00	\$132,000.00
Assistant Recreation and Culture Director	Exempt	\$51,500.00	\$74,675.00
Assistant to the City Manager	Exempt	\$45,760.00	\$63,315.00
Building Assistant I	Non-exempt	\$15.63	\$23.44
Building Assistant II	Non-exempt	\$17.31	\$26.83
Building Inspector I	Non-exempt	\$21.88	\$33.91
Building Inspector II	Non-exempt	\$23.80	\$36.89
Building Official	Exempt	\$65,000.00	\$91,000.00
Cashier/Customer Service Representative I	Non-exempt	\$15.50	\$22.00
Cashier/Customer Service Representative II	Non-exempt	\$15.87	\$23.00
Cashier/Customer Service Team Lead	Non-exempt	\$16.35	\$25.34
Chief of Police	Exempt	\$82,000.00	\$123,000.00
City Manager	Exempt	\$140,800.00	\$218,240.00
Code Enforcement Officer	Non-exempt	\$23.56	\$36.51
Communications and Executive Project Manager	Exempt	\$76,500.00	\$114,750.00
Communications Operator I	Non-exempt	\$16.11	\$23.35
Communications Operator II	Non-exempt	\$16.83	\$24.40
Communications Operator Trainee	Non-exempt	\$14.66	N/A
Communications Supervisor	Non-exempt	\$19.23	\$29.81
Community Redevelopment Agency Coordinator	Exempt	\$45,500.00	\$65,975.00
Compliance and Risk Management Coordinator	Exempt	\$41,496.00	\$60,000.00
Compliance and Risk Management Director	Exempt	\$74,500.00	\$119,200.00
Compliance and Risk Management Specialist	Non-exempt	\$17.38	\$24.89
Contracts Manager	Exempt	\$50,000.00	\$72,500.00
Deputy Chief of Police	Exempt	\$62,500.00	\$100,000.00
Deputy City Clerk	Exempt	\$52,000.00	\$83,200.00
Deputy City Clerk, Assistant	Non-exempt	\$17.79	\$27.57
Distribution/Collections Crew Leader	Non-exempt	\$18.99	\$29.44
Distribution/Collections Supervisor	Exempt	\$56,000.00	\$84,000.00
Distribution/Collections Technician	Non-exempt	\$16.11	\$25.77
Distribution/Collections Technician Apprentice	Non-exempt	\$13.00	N/A
Economic Development Manager	Exempt	\$60,000.00	\$89,400.00
Electric Line Crew Foreman	Non-exempt	\$36.54	\$45.67
Electric Line Worker Apprentice	Non-exempt	\$17.55	N/A
Electric Line Worker I	Non-exempt	\$23.32	\$29.15
Electric Line Worker II	Non-exempt	\$26.68	\$33.35
Electric Line Worker III	Non-exempt	\$31.49	\$39.36
Electric Line Worker Trainee	Non-exempt	\$15.38	N/A
Electric System Planner	Non-exempt	\$29.09	\$47.00
Electric System Supervisor	Exempt	\$81,000.00	\$113,400.00
Electrical Engineer	Exempt	\$65,000.00	\$96,850.00
Engineer I	Exempt	\$53,500.00	\$77,575.00
Engineer II	Exempt	\$58,500.00	\$84,825.00

**APPROVED
COMPENSATION PLAN
Fiscal Year 2023**

<u>Position Title</u>	<u>FLSA Status</u>	<u>Minimum</u>	<u>Maximum</u>
Engineering Supervisor	Exempt	\$61,000.00	\$97,600.00
Engineering Technician	Non-exempt	\$16.59	\$24.05
Engineering Technician, Lead	Non-exempt	\$21.88	\$31.72
Events Coordinator	Exempt	\$46,000.00	\$69,000.00
Executive Assistant	Non-exempt	\$18.75	\$27.19
Facilities Custodial Worker	Non-exempt	\$13.00	\$18.52
Facilities Maintenance Manager	Non-exempt	\$24.76	\$39.62
Facilities Maintenance Supervisor	Non-exempt	\$20.43	\$31.67
Facilities Maintenance Technician	Non-exempt	\$15.38	\$23.85
Facilities Maintenance Worker	Non-exempt	\$13.00	\$19.74
Finance and Administrative Services Director	Exempt	\$84,500.00	\$126,750.00
Grants Specialist	Exempt	\$49,000.00	\$71,050.00
Human Resources Director	Exempt	\$75,000.00	\$112,500.00
Human Resources Generalist	Exempt	\$39,998.00	\$62,000.00
Human Resources Manager	Exempt	\$59,000.00	\$103,500.00
Information Technology Generalist	Non-exempt	\$22.36	\$33.53
Information Technology Manager	Exempt	\$69,000.00	\$103,500.00
Information Technology Project Coordinator	Non-exempt	\$25.90	\$38.85
Information Technology Specialist	Non-exempt	\$20.19	\$30.29
Instrument and Control Technician	Non-exempt	\$20.91	\$32.42
Meter Technician I	Non-exempt	\$14.42	\$20.91
Meter Technician II	Non-exempt	\$17.07	\$24.75
Meter Technician Supervisor	Non-exempt	\$20.43	\$31.67
Planner	Exempt	\$50,000.00	\$72,500.00
Planning and Community Development Director	Exempt	\$75,000.00	\$112,500.00
Planning Assistant	Non-exempt	\$14.18	\$21.98
Planning Technician	Non-exempt	\$16.83	\$26.08
Police Lieutenant	Non-exempt	\$28.37	\$41.13
Police Officer	Non-exempt	\$19.47	\$30.94
Police Officer Recruit	Non-exempt	\$15.00	\$15.00
Police Records Specialist	Non-exempt	\$15.14	\$23.47
Police Sergeant	Non-exempt	\$24.52	\$36.01
Principal Planner	Exempt	\$60,500.00	\$87,725.00
Project Coordinator	Exempt	\$45,500.00	\$68,250.00
Property/Evidence Specialist	Non-exempt	\$16.00	\$24.80
Public Services Coordinator	Exempt	\$36,000.00	\$50,377.00
Public Services Director	Exempt	\$84,500.00	\$126,750.00
Public Services Assistant Director	Exempt	\$80,000.00	\$120,000.00
Public Services Project Manager	Exempt	\$55,000.00	\$85,250.00
Public Services Technician	Non-exempt	\$13.94	\$21.61
Public Works Crew Leader	Non-exempt	\$17.55	\$27.20
Public Works Supervisor	Non-exempt	\$25.00	\$38.75
Public Works Technician I	Non-exempt	\$13.00	\$18.84
Public Works Technician II	Non-exempt	\$14.42	\$20.91
Purchasing Coordinator	Exempt	\$38,000.00	\$58,900.00
Receptionist	Non-exempt	\$13.00	\$19.13
Recreation and Culture Director	Exempt	\$81,500.00	\$118,175.00

**APPROVED
COMPENSATION PLAN
Fiscal Year 2023**

<u>Position Title</u>	<u>FLSA Status</u>	<u>Minimum</u>	<u>Maximum</u>
Recreation Assistant I	Non-exempt	\$13.00	\$18.84
Recreation Assistant II	Non-exempt	\$14.00	\$20.27
Recreation Crew Leader	Non-exempt	\$17.07	\$24.75
Safety Specialist	Exempt	\$51,500.00	\$74,675.00
Senior Accountant	Exempt	\$51,000.00	\$76,500.00
Staff Assistant	Non-exempt	\$15.38	\$23.08
Utility Billing Assistant	Non-exempt	\$16.35	\$24.52
Utility Billing Manager	Exempt	\$51,500.00	\$77,250.00
Utility Billing Supervisor	Non-exempt	\$18.51	\$27.76
Utility Line Locator	Non-exempt	\$16.35	\$25.34
Warehouse Coordinator	Exempt	\$36,000.00	\$50,377.00
Wastewater System Supervisor	Exempt	\$60,000.00	\$90,000.00
Wastewater Treatment Plant Operator Apprentice	Non-exempt	\$14.42	N/A
Wastewater Treatment Plant Operator I	Non-exempt	\$16.83	\$26.08
Wastewater Treatment Plant Operator II	Non-exempt	\$19.47	\$30.18
Wastewater Treatment Plant Operator III	Non-exempt	\$21.15	\$32.79
Water System Supervisor	Non-exempt	\$26.44	\$42.31
Water Treatment Plant Operator Apprentice	Non-exempt	\$14.42	N/A
Water Treatment Plant Operator I	Non-exempt	\$16.83	\$26.08
Water Treatment Plant Operator II	Non-exempt	\$19.47	\$30.18
Water Treatment Plant Operator III	Non-exempt	\$21.15	\$32.79

**PROPOSED
COMPENSATION PLAN
Fiscal Year 2023**

<u>Position Title</u>	<u>FLSA Status</u>	<u>Minimum</u>	<u>Maximum</u>
Accountant	Exempt	\$39,500.00	\$61,225.00
Accounting Manager	Exempt	\$50,000.00	\$80,000.00
Accounts Payable Specialist	Non-exempt	\$16.11	\$24.96
Administrative Services Manager	Exempt	\$58,000.00	\$81,200.00
Assistant City Manager	Exempt	\$88,000.00	\$132,000.00
Assistant Recreation and Culture Director	Exempt	\$51,500.00	\$74,675.00
Assistant to the City Manager	Exempt	\$45,760.00	\$63,315.00
Building Assistant I	Non-exempt	\$15.63	\$23.44
Building Assistant II	Non-exempt	\$17.31	\$26.83
Building Inspector I	Non-exempt	\$21.88	\$33.91
Building Inspector II	Non-exempt	\$23.80	\$36.89
Building Official	Exempt	\$65,000.00	\$91,000.00
Cashier/Customer Service Representative I	Non-exempt	\$15.50	\$22.00
Cashier/Customer Service Representative II	Non-exempt	\$15.87	\$23.00
Cashier/Customer Service Team Lead	Non-exempt	\$16.35	\$25.34
Chief of Police	Exempt	\$82,000.00	\$123,000.00
City Manager	Exempt	\$140,800.00	\$218,240.00
Code Enforcement Officer	Non-exempt	\$23.56	\$36.51
Communications and Executive Project Manager	Exempt	\$76,500.00	\$114,750.00
Communications Operator I	Non-exempt	\$16.11	\$23.35
Communications Operator II	Non-exempt	\$16.83	\$24.40
Communications Operator Trainee	Non-exempt	\$14.66	N/A
Communications Supervisor	Non-exempt	\$19.23	\$29.81
Community Redevelopment Agency Coordinator	Exempt	\$45,500.00	\$65,975.00
Compliance and Risk Management Coordinator	Exempt	\$41,496.00	\$60,000.00
Compliance and Risk Management Director	Exempt	\$74,500.00	\$119,200.00
Compliance and Risk Management Specialist	Non-exempt	\$17.38	\$24.89
Contracts Manager	Exempt	\$50,000.00	\$72,500.00
Deputy Chief of Police	Exempt	\$62,500.00	\$100,000.00
Deputy City Clerk	Exempt	\$52,000.00	\$83,200.00
Deputy City Clerk, Assistant	Non-exempt	\$17.79	\$27.57
Distribution/Collections Crew Leader	Non-exempt	\$18.99	\$29.44
Distribution/Collections Supervisor	Exempt	\$56,000.00	\$84,000.00
Distribution/Collections Technician	Non-exempt	\$16.11	\$25.77
Distribution/Collections Technician Apprentice	Non-exempt	\$15.00	N/A
Economic Development Manager	Exempt	\$60,000.00	\$89,400.00
Electric Line Crew Foreman	Non-exempt	\$36.54	\$45.67
Electric Line Worker Apprentice	Non-exempt	\$17.55	N/A
Electric Line Worker I	Non-exempt	\$23.32	\$29.15
Electric Line Worker II	Non-exempt	\$26.68	\$33.35
Electric Line Worker III	Non-exempt	\$31.49	\$39.36
Electric Line Worker Trainee	Non-exempt	\$15.38	N/A
Electric System Planner	Non-exempt	\$29.09	\$47.00
Electric System Supervisor	Exempt	\$81,000.00	\$113,400.00
Electrical Engineer	Exempt	\$65,000.00	\$96,850.00
Engineer I	Exempt	\$53,500.00	\$77,575.00
Engineer II	Exempt	\$58,500.00	\$84,825.00

**PROPOSED
COMPENSATION PLAN
Fiscal Year 2023**

<u>Position Title</u>	<u>FLSA Status</u>	<u>Minimum</u>	<u>Maximum</u>
Engineering Supervisor	Exempt	\$61,000.00	\$97,600.00
Engineering Technician	Non-exempt	\$16.59	\$24.05
Engineering Technician, Lead	Non-exempt	\$21.88	\$31.72
Events Coordinator	Exempt	\$46,000.00	\$69,000.00
Executive Assistant	Non-exempt	\$18.75	\$27.19
Facilities Custodial Worker	Non-exempt	\$15.00	\$20.52
Facilities Maintenance Manager	Non-exempt	\$24.76	\$39.62
Facilities Maintenance Supervisor	Non-exempt	\$20.43	\$31.67
Facilities Maintenance Technician	Non-exempt	\$15.38	\$23.85
Facilities Maintenance Worker	Non-exempt	\$15.00	\$21.74
Finance and Administrative Services Director	Exempt	\$84,500.00	\$126,750.00
Grants Specialist	Exempt	\$49,000.00	\$71,050.00
Human Resources Director	Exempt	\$75,000.00	\$112,500.00
Human Resources Generalist	Exempt	\$39,998.00	\$62,000.00
Human Resources Manager	Exempt	\$59,000.00	\$103,500.00
Information Technology Generalist	Non-exempt	\$22.36	\$33.53
Information Technology Manager	Exempt	\$69,000.00	\$103,500.00
Information Technology Project Coordinator	Non-exempt	\$25.90	\$38.85
Information Technology Specialist	Non-exempt	\$20.19	\$30.29
Instrument and Control Technician	Non-exempt	\$20.91	\$32.42
Meter Technician I	Non-exempt	\$14.42	\$20.91
Meter Technician II	Non-exempt	\$17.07	\$24.75
Meter Technician Supervisor	Non-exempt	\$20.43	\$31.67
Planner	Exempt	\$50,000.00	\$72,500.00
Planning and Community Development Director	Exempt	\$75,000.00	\$112,500.00
Planning Assistant	Non-exempt	\$14.18	\$21.98
Planning Technician	Non-exempt	\$16.83	\$26.08
Police Lieutenant	Non-exempt	\$28.37	\$41.13
Police Officer	Non-exempt	\$19.47	\$30.94
Police Officer Recruit	Non-exempt	\$15.00	N/A
Police Records Specialist	Non-exempt	\$15.14	\$23.47
Police Sergeant	Non-exempt	\$24.52	\$36.01
Principal Planner	Exempt	\$60,500.00	\$87,725.00
Project Coordinator	Exempt	\$45,500.00	\$68,250.00
Property/Evidence Specialist	Non-exempt	\$16.00	\$24.80
Public Services Coordinator	Exempt	\$36,000.00	\$50,377.00
Public Services Director	Exempt	\$84,500.00	\$126,750.00
Public Services Assistant Director	Exempt	\$80,000.00	\$120,000.00
Public Services Project Manager	Exempt	\$55,000.00	\$85,250.00
Public Services Technician	Non-exempt	\$13.94	\$21.61
Public Works Crew Leader	Non-exempt	\$17.55	\$27.20
Public Works Supervisor	Non-exempt	\$25.00	\$38.75
Public Works Technician I	Non-exempt	\$15.00	\$20.84
Public Works Technician II	Non-exempt	\$16.42	\$22.91
Purchasing Coordinator	Exempt	\$38,000.00	\$58,900.00
Receptionist	Non-exempt	\$13.00	\$19.13
Recreation and Culture Director	Exempt	\$81,500.00	\$118,175.00

**PROPOSED
COMPENSATION PLAN
Fiscal Year 2023**

<u>Position Title</u>	<u>FLSA Status</u>	<u>Minimum</u>	<u>Maximum</u>
Recreation Assistant I	Non-exempt	\$15.00	\$20.84
Recreation Assistant II	Non-exempt	\$16.00	\$22.27
Recreation Crew Leader	Non-exempt	\$17.07	\$24.75
Safety Specialist	Exempt	\$51,500.00	\$74,675.00
Senior Accountant	Exempt	\$51,000.00	\$76,500.00
Staff Assistant	Non-exempt	\$15.38	\$23.08
Utility Billing Assistant	Non-exempt	\$16.35	\$24.52
Utility Billing Manager	Exempt	\$51,500.00	\$77,250.00
Utility Billing Supervisor	Non-exempt	\$18.51	\$27.76
Utility Line Locator	Non-exempt	\$16.35	\$25.34
Warehouse Coordinator	Exempt	\$36,000.00	\$50,377.00
Wastewater System Supervisor	Exempt	\$60,000.00	\$90,000.00
Wastewater Treatment Plant Operator Apprentice	Non-exempt	\$14.42	N/A
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Wastewater Treatment Plant Operator III	Non-exempt	\$21.15	\$32.79
Water System Supervisor	Non-exempt	\$26.44	\$42.31
Water Treatment Plant Operator Apprentice	Non-exempt	\$14.42	N/A
Water Treatment Plant Operator I	Non-exempt	\$16.83	\$26.08
Water Treatment Plant Operator II	Non-exempt	\$19.47	\$30.18
Water Treatment Plant Operator III	Non-exempt	\$21.15	\$32.79



City Commission Meeting
Sign In February 13, 2023

Name (Please Print)	Name (Please Print)
(Please Print) Tom Hubbard	(Please Print)
(Please Print) Phyllis W STRICKLAND	(Please Print)
(Please Print) Ross Woodbridge	(Please Print)
(Please Print) Cory Wilson Cesar	(Please Print)
(Please Print)	(Please Print)
(Please Print)	(Please Print)
(Please Print)	(Please Print)
(Please Print)	(Please Print)
(Please Print)	(Please Print)
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