

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

City Manager Mike DaRoza
City Attorney Marian Rush

The City Commission will conduct a
Regular City Commission Meeting
At 6:00 PM

to address the item(s) below.

Meeting Date: June 9, 2025

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

City Commission Meeting

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

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

I. SPECIAL PRESENTATIONS

A) ALZHEIMER'S ASSOCIATION IN ALACHUA- AWARENESS

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

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

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

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

V. AGENDA ITEMS

A) RESOLUTION 25-09: AMENDING THE FISCAL YEAR 2024-2025 BUDGET FOR THE RECEIPT OF UNANTICIPATED REVENUE; INCREASING THE CRA SPECIAL REVENUE FUND TO APPROPRIATE REVENUES AND EXPENSES RELATED TO THE T-MOBILE HOMETOWN GRANT PROGRAM.

B) APPOINTMENT OF INTERIM CITY MANAGER

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

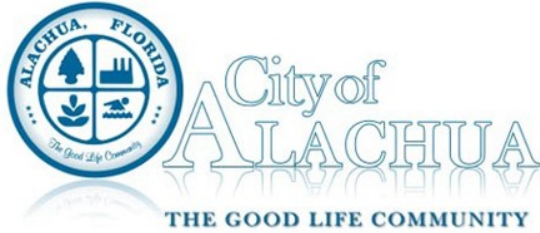
VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

VIII. COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA

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



Commission Agenda Item

MEETING DATE: June 9, 2025

SUBJECT: Alzheimer's Association in Alachua- Awareness

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Receive the presentation

Summary

Donna Lee of the Alzheimer's Association is here to present the Alzheimer's Association Brain Bus program, which was created to promote the highest quality of care for Floridians, offering support to those at higher risk of developing Alzheimer's disease and their caregivers. The staff provides information in a fun and engaging way. They focus on early detection and diagnosis, brain health, risk reduction, advances in research, caregiving tips, and local resources. Services are free, and no appointment is needed. The Brain Bus visits all counties in Florida, from the Florida Keys to the Panhandle and everything in between.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. BBVan CNFL Alachua 6.9.25
2. Resource - Care and Support

BRAIN BUS

Statewide Mobile Outreach Initiative



Monday June 9th

4 p.m. - 6 p.m.

City of Alachua Commissioner Meeting
City of Alachua City Hall
15100 NW 142 Terrace Alachua 32615

Join us for trivia and interactive brain games!

Learn about:

- 10 Warning Signs of Alzheimer's
- 10 Healthy Habits for Your Brain
- Steps to an Accurate Diagnosis
- Advancements in Research



The Brain Bus raises awareness of Alzheimer's and other dementias and addresses the benefits of early detection, early diagnosis, brain health and risk reduction. With two mobile units and virtual offerings the Brain Bus is able to travel throughout Florida.

For support, visit alz.org or call our 24/7 Helpline 800.272.3900.

- ☐ Support groups and education programs
alz.org/crf
- ☐ Online social networking
alzconnected.org
- ☐ On-demand virtual education
alzprogramsanytime.org
- ☐ Research happening in your community
alz.org/TrialMatch
- ☐ Know the signs
alz.org/WarningSigns
- ☐ I Have Alzheimer's website
alz.org/IHaveAlz
- ☐ Caregiving website
alz.org/care
- ☐ Customized action plans
alz.org/AlzheimersNavigator
- ☐ Safety information
alz.org/safety
- ☐ Tools for professionals
alz.org/professionals

For more, scan here.



10 HEALTHY HABITS FOR YOUR BRAIN

Take charge of your brain health. These healthy habits can lower the risk of developing cognitive decline and possibly dementia. Follow as many of these tips as possible to achieve the most benefits for your brain and body. It's never too late or too early. Start now! Reduce your risk: alz.org/HealthyHabits



Challenge your mind



Stay in school



Control your blood pressure



Protect your head



Be smoke-free



Eat right



Maintain a healthy weight



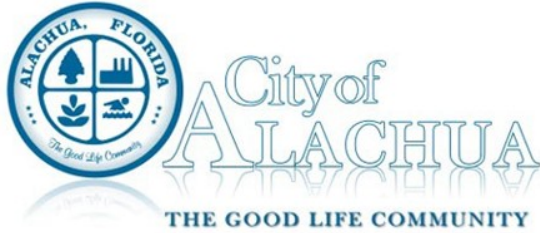
Manage diabetes



Get moving



Sleep well



Commission Agenda Item

MEETING DATE: June 9, 2025

SUBJECT: Resolution 25-09: Amending the Fiscal Year 2024-2025 Budget for the Receipt of Unanticipated Revenue; Increasing the CRA Special Revenue Fund to Appropriate Revenues and Expenses Related to the T-Mobile Hometown Grant Program.

PREPARED BY: Robert Bonetti

RECOMMENDED ACTION:

Adopt Resolution 25-09 and approve the budget amendment

Summary

Staff submitted an application for a T-Mobile Hometown Grant to supplement CRA funding for the renovation of Theatre Park.

The City of Alachua was one of the 25 Hometown Grant recipients chosen from a pool of 600 applicants from across the United States. The City of Alachua received the grant award funding from T-Mobile USA Inc. in the amount of \$50,300 on April 3, 2025.

A resolution and budget amendment are necessary to appropriate the grant funds.

FINANCIAL IMPACT

\$50,300

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Economic Development

Community Enhancement

Funding Source - Community Redevelopment Trust Fund

ATTACHMENTS

1. Resolution 25-09
2. Resolution 25-09 Exhibit A

3. T-Mobile Hometown Grant Agreement

RESOLUTION 25-09

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; AMENDING THE FISCAL YEAR 2024-2025 BUDGET FOR THE RECEIPT OF UNANTICIPATED REVENUE; INCREASING THE CRA SPECIAL REVENUE FUND TO APPROPRIATE REVENUES AND EXPENSES RELATED TO THE T-MOBILE HOMETOWN GRANT PROGRAM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 30, 2024, an application was submitted for a T-Mobile Hometown Grant to supplement CRA funding for the renovation of Theatre Park; and,

WHEREAS, on March 13, 2025, the T-Mobile Hometown Grant Program Marketing Agreement was executed by the T-Mobile USA, Inc.; and,

WHEREAS, on April 3, 2025, the payment of \$50,300 was received from T-Mobile USA, Inc.

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

Section 1. The Finance and Administrative Services Director is directed to amend the Fiscal Year 2024-2025 Budget by increasing the CRA Special Revenue Fund and appropriating the amount of fifty thousand three hundred dollars (\$50,300) as reflected in the budget amendment attached hereto as Exhibit A.

Section 2. That this resolution shall become effective upon adoption.

DULY ADOPTED in regular session, this 9th day of June, 2025.

**CITY OF ALACHUA
ALACHUA, FLORIDA**

Walter Welch, Mayor

CITY OF ALACHUA
BUDGET AMENDMENT / BUDGET TRANSFER

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	CRA Fund	Special Expense	Contributions From Private Sources	310-000.0405-366.0000	50,300.00	0.00
2	CRA Fund	Special Expense	Other Current Charges	310-559.0405-503.4900	0.00	300.00
3	CRA Fund	Special Expense	Capital Improvements	310-559.0405-506.6300	0.00	50,000.00
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
AMENDMENT/TRANSFER TOTALS					50,300.00	50,300.00

NOTE: TO INCREASE REVENUE OR EXPENSE = POSITIVE NUMBER, TO DECREASE REVENUE OR EXPENSE = NEGATIVE NUMBER.

USE WHOLE DOLLARS ONLY.

Purpose: Appropriate budget for the CRA Fund pursuant to Resolution 25-09.

APPROVED BY: _____

FINANCE AND ADMINISTRATIVE SERVICES DIRECTOR

DATE

APPROVED BY: _____

CITY MANAGER

DATE



T-MOBILE HOMETOWN GRANT PROGRAM
MARKETING AGREEMENT

This Hometown Grant Program Marketing Agreement, along with the Standard Terms and Conditions attached as Exhibit A (collectively, "**Agreement**"), effective as of the date of full execution ("**Effective Date**"), sets forth the terms and conditions between **City of Alachua** ("**Hometown**") and T-Mobile USA, Inc. ("**T-Mobile**"), regarding Hometown's status as a recipient in T-Mobile's Hometown Grant Program ("**Program**") and the parties' mutual rights and duties in connection with the Program.

1. **Program Duration:** 3/20/25 ("**Start Date**") through 3/19/26 ("**End Date**")
2. **Project:** Revitalize a pocket park in the heart of Alachua's historic downtown district, creating a vibrant community gathering space and an outdoor venue for cultural events and performances.
3. **Hometown Website and Social Media Accounts ("**Hometown Digital Channels**"):**
City of Alachua | Alachua FL | Facebook
City of Alachua Recreation and Culture | Alachua FL | Facebook
4. **Program Details:**
 - a. T-Mobile will prepare a national news release regarding Hometown's status as a recipient in the Program, and Hometown will repost to the Hometown Digital Channels.
 - b. T-Mobile will post social media content about the Program during the Program's duration, and Hometown will repost that content on the Hometown Digital Channels using assets and agreed upon language provided by T-Mobile Public Relations team, as requested by T-Mobile.
 - c. Hometown will host a check presentation and share publicity photos and/or videos (oversized check and publicity photos/videos to be provided by T-Mobile) on the Hometown Digital Channels within 21 days of National Press Release date.
 - d. T-Mobile will supply window clings regarding the Program for display in city and business entities in Hometown during the Program.
 - e. Hometown will use the Sponsorship Fee below to complete the community project described above ("**Project**") by or prior to the End Date.
 - i. Hometown will: (i) provide T-Mobile with Project updates (including photos and publicity quotes for T-Mobile's use on T-Mobile's owned and operated social and digital channels, website, and PR/internal, as requested by T-Mobile) and (ii) complete any Project surveys requested by T-Mobile or its representative, at both six (6) months from the Start Date and twelve (12) months from the Start Date (collectively, the "**Project Milestones**").
 - ii. Hometown may request an extension to complete the Project, which must be submitted to T-Mobile at hometowngrants@t-mobile.com at least thirty (30) days prior to the End Date (a "**Project Extension Request**"). The Project Extension Request shall include the following information: (i) what percentage of the Project is complete as of Project Extension Request date; (ii) new requested End Date; and (iii) any changes to the original Project scope. Approval of any Project Extension Request shall be in T-Mobile's sole discretion and shall be memorialized in writing from T-Mobile (email OK).
5. **Sponsorship Fee:** T-Mobile will pay \$50,000 to Hometown for the above outlined Rights/Benefits within 30 days following full execution of this Agreement, which shall include \$300 for Hometown to purchase food and beverage for the check presentation outlined above.





Accepted and Agreed to by:

T-Mobile USA, Inc.

By: Jackson Tingley

Name: Jackson Tingley

Date: 03/13/2025

City of Alachua

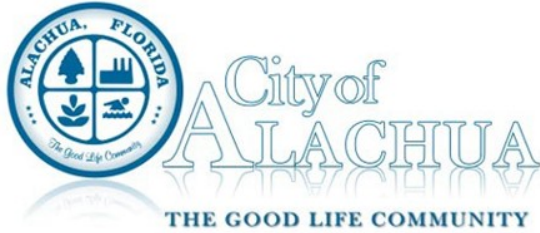
By: [Signature]

Name: MIKE DAROZA

Date: 3/12/25

Notice Addresses:	
<p>If to T-Mobile: T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006 Email: carrie.mcilveen1@t-mobile.com Attn: Carrie McIlveen</p> <p>With a copy of legal notices: Attn: General Counsel</p>	<p>If to Hometown: City of Alachua P.O. Box 9 Alachua, FL 32616-0009 Tel: 386-418-6100 Email: wi_daroza@cityofalachua.org Attn: Mike DaRoza, City Manager</p>

MD



Commission Agenda Item

MEETING DATE: June 9, 2025

SUBJECT: Appointment of Interim City Manager

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Summary

City Manager Mike DaRoza has resigned (Backup Exhibit "A"). ARTICLE IV, Section 4.01 of the City of Alachua Charter provides that, *"During the absence or disability of the City Manager, the City Commission may designate some properly qualified person to execute the function of the office."* This person will be the Interim City Manager.

It is important for an interim city manager to be appointed tonight for the City to be able to carry on basic daily functions.

OPEN DISCUSSION AMONG THE CITY COMMISSION REGARDING THE APPOINTMENT OF AN INTERIM CITY MANAGER

Items/Terms for discussion which may be included in a contract include, but not limited to:

1. Length 12 months, terminable upon hiring city manager;
2. If the nominee is a city employee, there is a possible 10 percent increase in salary or base salary, whichever is greater;
3. If the nominee is a city employee, the employee has the option to return to the prior position at the end of the contract;
4. Effective immediately upon City Commission approval.

NOTE: A draft contract will be presented to the City Commission at the next City Commission meeting. Backup Exhibits "B" and "C" are past Interim Manager Contracts.

COMMISSION DISCUSSION IS NOW CLOSED

2. PUBLIC COMMENT IS LIMITED TO MOTION ON THE FLOOR - APPOINTMENT OF AN INTERIM CITY MANAGER

Please come to the microphone, state your name, and provide your comment, which will be limited to 3 minutes.

PUBLIC COMMENT IS NOW CLOSED

3. IS THERE A NOMINATION FOR SOMEONE TO BE THE INTERIM CITY MANAGER? THE MOTION SHOULD INCLUDE BASIC TERMS SUCH AS: 1) duration-length 12 months, terminable upon hiring city manager; 2) if the nominee is a city employee, 10 percent increase in salary or base salary, whichever is greater;; 3) if the nominee is a city employee, the employee has the option to return to the prior position at the end of the contract; and, 4) appointment approval effective immediately.

IS THERE A SECOND?

DOES THE NOMINEE AGREE WITH THE TERMS OF THE NOMINATION?

4. PUBLIC COMMENT LIMITED TO THE MOTION ON THE FLOOR SPECIFICALLY REGARDING THIS PARTICULAR NOMINATION

Please come to the microphone, state your name, and provide your comment, which will be limited to 3 minutes.

PUBLIC COMMENT IS NOW CLOSED

5. ROLL CALL VOTE:

Commissioner Fletcher
Commissioner Ringersen
Commissioner Williams
Vice-Mayor Brown
And the Mayor votes _____.
The Motion is PASSED or DENIED _____ to _____.

6. IF PASSED, THERE IS AN INTERIM CITY MANAGER

IF THE MOTION DOES NOT PASS, THE COMMISSION SHOULD MAKE A NEW NOMINATION.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. Exhibit A
2. Exhibit B
3. Exhibit C
4. Exhibit D
5. Exhibit E



City of Alachua

MAYOR WALTER WELCH
Vice Mayor Shirley Green Brown
Commissioner Jacob Fletcher
Commissioner Jennifer Ringersen
Commissioner Dayna Williams

OFFICE OF THE CITY MANAGER
MIKE DAROZA

May 26, 2025

Dear Mayor and Commissioners,

Please accept this letter as a formal two-week notification that I am resigning from my position as City Manager of the City of Alachua. My last day of employment will be Sunday, June 8, 2025.

It is difficult to put into words how much I appreciate the opportunity to have worked for the City of Alachua for the past eight years, and I am both humbled and grateful for the experiences and skills I've gained during my time here.

During my tenure as City Manager, I have worked hard to improve the efficiency and effectiveness of City government, and to make sure that our limited resources are used in the best possible way to serve the people of the Good Life Community.

While it is a difficult decision to leave, I am confident that the City of Alachua is in good hands because of the outstanding staff we have accumulated. I firmly believe they are the City's greatest asset, and I have been fortunate to build strong relationships with many of them. I cannot express how much it has been my immense honor and privilege to work with, and serve them all.

Over the next two weeks, I am committed to ensuring a smooth transition during my remaining time with the organization and will assist in any way possible to handover my responsibilities.

Thank you again for this tremendous opportunity. I wish you and the City continued success in the future.

Sincerely,

Mike DaRoza
City Manager



EMPLOYMENT CONTRACT

THIS CONTRACT, made and entered into this 14th day of September, 2009, by and between the City of Alachua, State of Florida, a municipal corporation, hereinafter called the "City," and Traci L. Cain, hereinafter called "Employee," both of whom understand as follows:

RECITALS:

WHEREAS, the City Manager has tendered his resignation to the City;

WHEREAS, the City Commission wishes to facilitate a smooth and orderly transition in the City Manager's office;

WHEREAS, the City desires to employ the services of Employee as Interim City Manager of the City of Alachua, as provided by Article 4, of the City of Alachua Charter;

WHEREAS, it is the desire of the City Commission to provide certain benefits, establish certain conditions of employment, and set working conditions for Employee;

WHEREAS, it is the desire of the City Commission to: (1) secure and retain the services of the Employee and to provide inducement for her to remain in such employment in order to, among other things, provide administrative support to the City Commission; (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future job security and financial well-being; (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and (4) provide a just means for terminating Employee's services at such time as she may be unable to fully discharge her duties, defined as being unable to carry out her duties for a continuous period of sixty days or when the City may desire to otherwise terminate her employment;

WHEREAS, Employee desires to accept such employment as Interim City Manager of said City;

WHEREAS, it is in the best interest for the health, safety, and welfare of the citizens for an orderly transition of the City Manager's office; and

NOW, THEREFORE in consideration of the mutual covenants in this Contract, the City and Employee agree as follows:



Section 1. RECITALS: The above recitals are true and correct and are incorporated into this Contract.

Section 2. Transition Period.

From September 1, 2009, until November 1, 2009, Employee shall maintain the position of Assistant City Manager, however, her duties shall be continually increased to take on more responsibilities. Effective November 2, 2009, Employee shall be Interim City Manager.

Section 3. Terms.

A. The duration of this Contract shall commence and be effective as of September 1, 2009, and not exceed February 28, 2010 (Termination Date), unless extended in writing by the City and Employee.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of the Employee at any time subject only to the provisions set forth in Section 5 below which is not in contravention of Article 4 of the City Charter. In the event the Commission terminates Employee because of a conviction of an illegal act involving personal gain to her, the Employee waives and shall not have any right to reinstatement as set forth in paragraph 5 below.

C. Employee agrees to remain the exclusive employee of the City for a period of ninety (90) days from the effective date of acceptance of this Contract between the City Commission and Employee. Employee further agrees neither to accept nor to become employed by any other employer until the Termination Date set forth above, unless the Termination Date is effected as hereinafter provided. The term "employee" shall not be construed to include occasional part-time teaching, writing or consulting performed during employee's time off.

Section 4. Duties. City agrees to employ Employee as Interim City Manager of City to perform the functions and duties specified by Article 4 of the City Charter and to perform such other legally permissible and proper duties and functions as the City Commission may direct from time to time. Employee is authorized to hold herself out as the "City Manager" for all official or contractual purposes as may be necessary during the duration of this Contract. To the extent deemed reasonable and in accordance with the respective roles of the City Commission and the City Manager as defined in the Charter, the City Commission agrees that all official communications with City employees will be directed to and through the Interim City Manager.

Section 5. Right of Reinstatement.

The City and Employee agree that Employee shall have the right to exercise an option for reinstatement to the position of Assistant City Manager at any time during the duration of this contract. It is agreed that should Employee exercise this right of reinstatement, she shall provide thirty (30) days advance notice of her exercise of this option. It is further understood that upon the expiration of or termination from the appointment to Interim City Manager, Employee shall have thirty (30) days to exercise her right of reinstatement. If Employee is reinstated to the position of Assistant City Manager, it shall not be deemed either to be a break in her service to the City or a demotion, and shall be at a rate of pay that is at least two and one half per cent higher than her compensation immediately prior to this Contract.

Section 6. Salary.

As of the effective date of this Contract, City agrees to pay Employee for her services under this Contract in the amount of One Hundred Eleven Thousand Five Hundred Dollars per year (\$111,500.00), plus benefits, payable in installments at the same time as other employees of the City are paid. The Employee shall be automatically given any across the board salary increases or benefits given to other employees of the City.

Section 7. Hours of Work.

It is recognized that Employee must devote a great deal of time outside normal office hours to the business of the City, and to that end Employee will be allowed to take compensatory time off during normal office hours, after rendering appropriate notification to the Mayor, or in his/her absence, to the Vice Mayor acting in the Mayor's absence.

Section 8. Automobile.

City shall provide an automobile for Employee's use in the performance of her duties and personal use, and to be based at her residence during non-normal hours of business. City shall be responsible for paying liability, property damage and comprehensive insurance, as well as the purchase, operation, maintenance, repair and replacement of said automobile.

Section 9. Education.

City agrees to pay for the Employee to continue her education, including but not limited to tuition, books, fees, and other related expenses not to exceed Five Thousand Dollars (\$5,000). In the event Employee ceases to be Interim City Manager, but she remains an employee of the City, her educational expenses for courses she commenced while Interim City Manager

will be paid for up to the five thousand dollar limit.

Section 10. Health, Dental, Vision and Life Insurance.

City agrees to provide and pay the premium payment for Employee's family coverage for health, dental, and vision insurance through the City's plan and continue to pay for this coverage for Employee.

Section 11. Additional Terms and Conditions of Employment.

A. The City Commission shall fix such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, Article 4 of the City Charter, City of Alachua, or any other law.

B. All regulations and rules of the City of Alachua pertaining to vacation and sick leave, holidays and other fringe benefits and working conditions as they now or hereinafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated in this Contract specifically for the benefit of Employee.

C. Employee will be reimbursed for expenses incurred in service to the City upon submittal of receipts and a request for reimbursement. Employee shall continue to be permitted the use of a cell phone in accordance with the applicable cell phone contract plan for it.

Section 12. General Provisions.

A. The text herein shall constitute the entire agreement between City and Employee.

B. This Contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

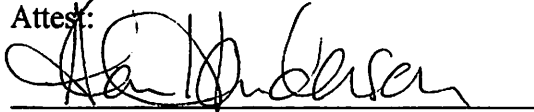
C. This Contract shall be effective September 1, 2009.

D. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if jointly drafted by City and Employee and no presumption, inference, or burden of proof shall arise favoring or disfavoring either party by virtue of authorship of any or all of the Contract provisions. City and Employee each represent and agree that they have had the opportunity to seek the advice of legal or any other professionals in regard to the drafting, terms and execution of this Contract.

E. If any provisions or portion of this Contract is held to be unconstitutional, invalid or unenforceable, the remainder of this Contract, or portions of it, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Alachua has caused this Contract to be signed and executed in its behalf by its Mayor, and duly attested by its Deputy City Clerk or other legal representative, and the Employee has signed and executed this Contract the year and day first above written.

Attest:



Alan Henderson
Deputy City Clerk
City of Alachua



Bonnie K. Burgess, Mayor
City of Alachua

Approved as to form:



Marian B. Rush
City Attorney
City of Alachua



Traci L. Cain
Employee

md
AC

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT ("Contract"), made and entered into this 26 day of July, 2021 by and between the City of Alachua, a municipality in the State of Florida, hereinafter called the "City," and William M. DaRoza, hereinafter called "Employee," both of whom understand, as follows:

RECITALS:

WHEREAS, the City Manager has tendered his resignation to the City;

WHEREAS, the City Commission of the City of Alachua ("City Commission") wishes to facilitate a smooth and orderly transition in the City Manager's office;

WHEREAS, the City desires to employ the services of Employee, who is currently the Assistant City Manager, to be the Interim City Manager of the City of Alachua, as provided by Article 4, of the City of Alachua Charter;

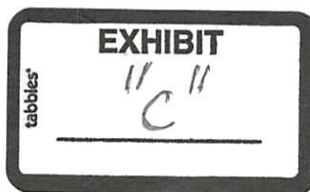
WHEREAS, it is the desire of the City Commission to provide certain benefits, establish certain conditions of employment, and set working conditions for Employee;

WHEREAS, it is the desire of the City Commission to: (1) secure and retain the services of the Employee and to provide inducement for him to remain in such employment in order to, among other things, provide administrative support to the City Commission (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future job security and financial well-being, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties, defined as being unable to carry out his duties for a continuous period of sixty days or when the City may desire to otherwise terminate his employment;

WHEREAS, Employee desires to accept employment as Interim City Manager of the City;

WHEREAS, it is in the best interest of the citizens of the City for an orderly transition of the City Manager's office; and

NOW, THEREFORE in consideration of the mutual covenants in this Contract, the City



and Employee agree as follows:

Section 1. Recitals.

The above recitals are true and correct and are incorporated into this Contract.

Section 2. Position.

Commencing August 6, 2021, Employee shall be employed by the City in the position of Interim City Manager.

Section 3. Term.

A. The term of this Contract shall not exceed one year, up to and including August 5, 2022, unless extended or terminated in writing by the City and Employee before that date.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of the Employee at any time subject only to the provisions set forth in Sections 6, of this Contract, said provision not being in the contravention of Article IV of the City Charter.

C. Employee agrees to remain the exclusive employee of the City for a period of one (1) year from the effective date of acceptance of this Contract between the City Commission and Employee. Employee further agrees neither to accept nor to become employed by any other employer until the termination date set forth above, unless the termination date is effected as hereinafter provided. The term "employee" shall not be construed to include occasional part-time teaching, writing or consulting performed during employee's time off.

Section 4. Duties.

City hereby agrees to employ Employee as Interim City Manager of City to perform the functions and duties specified by Article IV of the City Charter and to perform such other legally permissible and proper duties and functions as the City Commission shall authorize, from time to time. Employee is authorized to hold himself out as the "City Manager" for all official or contractual purposes as may be necessary for the term of this Contract. To the extent deemed reasonable and in accordance with the respective roles of the City Commission and the City Manager as defined in the Charter, the City Commission agrees that all official communications with City employees will be directed to and through the Interim City Manager.

Section 5. Professional Activities and Memberships.

The City recognizes the desirability of representation in, before and at civic and other organizations and meetings to further the interest of the City. Employee may wish to participate



bc

in these activities, however, before he joins or plans on participating in organizations or activities with the expectation that the City will pay for it, a request for funding the activity shall be presented to the City Commission for approval so long as there are budgeted funds available to pay for it.

Section 6. Right of Reinstatement.

The City and Employee agree that Employee shall have the absolute right to exercise an option for reinstatement to the position of Assistant City Manager at any time during the term of this interim appointment, except if the Employee is terminated for misconduct. It is agreed that should Employee exercise this right of reinstatement, he shall provide thirty (30) days advance notice to the City of his exercise of this option. It is further understood that upon the expiration of or termination from the appointment to Interim City Manager, Employee shall have thirty (30) days to exercise his right of reinstatement. If Employee is reinstated to the position of Assistant City Manager, it shall not be deemed to either be a break in his service to the City or a demotion and shall be at a rate of pay that is at least five per cent higher than his compensation immediately prior to this Contract.

Section 7. Salary.

City agrees to pay Employee for his services under this Contract in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) per year, plus applicable benefits, payable in installments at the same time as other employees of the City are paid. The Employee shall be automatically given any across the board salary increases or benefits given to other employees of the City.

Section 8. Hours of Work.

It is recognized that Employee must devote a great deal of time outside normal office hours to the business of the City, and to that end Employee will be allowed to take compensatory time off during normal office hours, after rendering appropriate notification to the Mayor, or in his/her absence, to the Vice Mayor acting in the Mayor's absence.

Section 9. Automobile.

City shall provide an automobile for Employee's use in the performance of his duties and personal use, and to be based at his residence during non-normal hours of business. City shall be responsible for paying liability, property damage and comprehensive insurance, as well as the purchase, operation, maintenance, repair and replacement of said automobile.

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Section 10. Education.

City agrees to pay for the Employee to continue his education, including but not limited to tuition, books, fees, and other related expenses not to exceed Ten Thousand Dollars (\$10,000) so long as he remains an employee of the City.

Section 11. Health, Dental, Vision and Life Insurance.

City agrees to provide and pay the premium payment for Employee's family coverage for health, dental and vision insurance through the City's plan and continue to pay for this coverage for Employee.

Section 12. Other Terms and Conditions of Employment.

A. The City Commission shall fix such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, Article IV of the City Charter, City of Alachua, or any other law.

B. All regulations and rules of the City of Alachua pertaining to vacation and sick leave, holidays and other fringe benefits and working conditions as they now or hereinafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated in this Contract specifically for the benefit of Employee.

C. Employee will be reimbursed for expenses incurred in service to the City upon submittal of receipts and a request for reimbursement. Employee shall continue to be permitted the use of a cell phone in accordance with the applicable cell phone contract plan for it.

D. In the event the Commission terminates Employee because of a conviction of an illegal act involving personal gain to him, the Employee waives and shall not have any right to be reinstated as set forth in Section 6 above.

Section 13. Legal Advice.

The City and Employee have each had the opportunity to seek the advice of their respective legal counsel before entering into this Contract.

Section 14. General Provisions.

A. This Contract constitutes the entire agreement between the City and Employee and supersedes any other prior written or oral agreement, understanding or representations.

B. Employee and the City each bind the other and their respective successors and

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assigned to all of the terms of this Contract.

C. This Contract has been drafted with participation of the City and Employee and shall not be construed against either the City or Employee on account of draftsmanship.

E. If any provision(s) of this Contract is declared void by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

F. Paragraph/section headings are for the convenience only and shall not be used to construe or interpret this Contract.

G. This Contract may be amended in writing by an instrument signed and executed by both the City and Employee and approved by the City Commission.

H. This Contract 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.

IN WITNESS WHEREOF, the City of Alachua has caused this Contract to be signed and executed in its behalf by its Mayor, and duly attested by its Deputy City Clerk or other legal representative, and the Employee has signed and executed this Contract the year and day first above written.

Attest:



LeAnne Williams
Deputy City Clerk
City of Alachua



Gib Coerper, Mayor
City of Alachua

Approved as to form:



Marian B. Rush
City Attorney
City of Alachua



William M. DaRoza
Employee

Marian Rush

From: Jacob Fletcher <ja_fletcher@cityofalachua.org>
Sent: Thursday, May 29, 2025 1:00 PM
To: Marian Rush; City Manager
Cc: Deputy City Clerk
Subject: One-Way Communication - Do Not Reply - Interim City Manager Appointment and Due Process

NOTE: This is a One-Way communication in accordance with Florida Law. Commissioners are asked not to respond to this message outside of a publicly noticed meeting.

Dear Commissioners,

I am writing to formally object to the reported attempt to appoint Assistant City Manager Rodolfo Valladares as Interim City Manager outside of a publicly noticed meeting and without action by the full Commission.

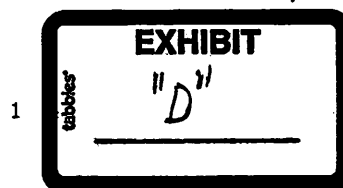
Earlier today, Mr. Valladares and PIO Brent Lanier, contacted me to state that the Mayor has accepted Mr. DaRoza's resignation, and that he (Valladares) has already spoken with the Mayor and other Commissioners about assuming the role of Interim City Manager, and that they were in agreement with this course of action.

If accurate, this is either an attempt to circumvent our City Charter or constitutes a form of vote "polling" in violation of Florida law, as the appointment, even on an interim basis, is a decision reserved for the full Commission. State law is unequivocal: members of a public board may not engage in private communications, directly or through intermediaries, to discuss or build consensus on matters expected to come before the board. Such non-public coordination regarding a formal appointment is explicitly prohibited and threatens the integrity of our city's decision-making process.

Further, I must express serious concern regarding Mr. Valladares' potential appointment. As documented in the resignation letter of former Senior Planner Justin Tabor, now formally included in the materials supporting the pending investigation, Mr. Valladares is directly implicated in actions that undermined the city's planning and development review process. Placing him in the city's highest administrative role while an investigation is in its early stages not only presents a direct conflict of interest, but also threatens to compromise the independence, credibility, and evidentiary integrity of future reviews. Such an action would seriously erode public trust and cast doubt on the Commission's commitment to transparency and accountability.

Additionally, I have received no direct communication from Mr. DaRoza regarding his resignation or the leadership transition, aside from his formal resignation letter. If directives regarding leadership have been issued to staff without the full Commission's awareness or participation, it only underscores the urgent need for a formal and transparent public process. If Mr. Valladares is acting under the direction of Mr. DaRoza, this does not constitute lawful authority for assuming or coordinating an interim appointment. Again, the role of City Manager, interim or permanent, is a Commission-level appointment that cannot be delegated through internal staff channels.

I strongly urge the Commission to reject any attempt to install an Interim City Manager without public deliberation and a formal vote.



If continuity is the immediate concern, I recommend that the Commission consider appointing a neutral department head or external administrator to serve in a temporary capacity, free of any conflicts related to ongoing investigations, and through a public, lawful, and transparent process. I'm further requesting that the discussion of appointing an Interim City Manager be agendaized for open discussion at the next regular Commission meeting.

Our residents are watching. They deserve a lawful, transparent, and ethical response to this situation, not another internal maneuver behind closed doors.

Respectfully,
Commissioner Fletcher

Marian Rush

From: Soorya Lindberg <soorya.lindberg@gmail.com>
Sent: Thursday, May 29, 2025 10:42 AM
To: commissioners@cityofalachua.org
Cc: Mike DaRoza; LeAnne Williams; di_amendola@cityofalachua.org; Marian Rush
Subject: Recent Resignation & Request to Consider Special or Emergency Meeting

Dear Mayor Welch and Commissioners,

I am writing as a concerned member of the public regarding the recent news of the City Manager's resignation. This is a significant moment for our city, and I believe it's important for the Commission and the public to have a clear and timely understanding of how leadership transitions will be managed.

Given the significance of this development, I respectfully encourage you to consider calling a Special Meeting or Emergency Meeting to address the matter promptly and publicly. The link to these rules are here:

<https://www.cityofalachua.com/home/showpublisheddocument/56/637320524181700000>

Special Meeting: According to Rule 3 of the City Commission's adopted procedures, a special meeting may be called in writing (email included) by the Mayor, the City Manager/Clerk, or by a majority vote of the Commission during a regular meeting. The rule provides that such a meeting may be held with no less than six hours of public notice and must include a written agenda specifying the business to be conducted.

Emergency Meeting: According to Rule 4 of the City Commission's adopted procedures, an emergency meeting may be called orally or in writing (email included) by either the Mayor or the City Manager/Clerk. The rule outlines that such a meeting may be convened with the most reasonable notice under the circumstances and must include an agenda specifying the business to be conducted.

While this may already be under discussion, I wanted to offer this information in case it is helpful as you evaluate the city's next steps. I know many residents are paying close attention and would appreciate transparent communication and an opportunity to understand how continuity in leadership will be ensured.

Here is a sample idea for an agenda item:

Agenda Item Title: Discussion and Direction Regarding the City Manager Resignation and Interim Administrative Leadership

Description/Purpose: The Commission will discuss the recent resignation of the City Manager, including the effective date of resignation, transition planning, interim leadership options, and the process and timeline for selecting a new City Manager. The Commission may provide direction to staff and/or take formal action regarding interim administrative appointments and the initiation of a recruitment process.

Requested Action: Commission discussion and motion, if any, to:



- Appoint an Interim City Manager or Acting Administrative Official, if needed;
- Direct staff to draft a recruitment plan or RFP for executive search services;
- Set future dates for public updates or meetings related to the transition process.

Thank you for your dedication to our city and for navigating this transition with thoughtfulness and integrity.

Sincerely,
Soorya Lindberg