



CHILDREN'S TRUST
OF ALACHUA COUNTY

CHILDREN'S TRUST REGULAR BOARD MEETING MINUTES

December 11, 2023 at 4:00 PM

CTAC, 802 NW 5th Ave, Gainesville, FL 32601

Call to Order

Chair Certain called the meeting to order at 4:00 PM.

Roll Call

PRESENT

Chair Tina Certain

Vice Chair Lee Pinkoson

Treasurer Ken Cornell

Member Shane Andrew

Member Mary Chance

Member Judge Denise R. Ferrero

Member Nancy Hardt

Member Maggie Labarta

Member Cheryl Twombly

Agenda Review, Revision, and Approval

Motion to approve the agenda made by Member Labarta, Seconded by Member Cornell.

Motion was unanimously approved by voice vote.

Consent Agenda

1. Board Attendance YTD
2. 11.13.2023 Regular Board Meeting Minutes
3. 11.13.2023 Board Meeting Evaluation - Survey Results
4. November 2023 Checks and Expenditures Report
5. Monthly Budget Review
6. Programmatic Awards & Expenditures FY23
7. Programmatic Awards & Expenditures FY24
8. Emergent Needs Applications
9. November Sponsorship Applications

General Public Comments

Chair's Report

10. Election of Board Treasurer for 2024

Executive Director Kiner publicly thanked Chair Certain for her service as Board Chair for the 2023 calendar year. Her dedication, enthusiasm, and leadership has been sincerely appreciated.

Motion made by Member Cornell, Seconded by Member Labarta to nominate Member Twombly as Board Treasurer for 2024. Member Twombly accepted the nomination.

Motion was unanimously approved by voice vote.

The 2024 Board Officers will be Chair Lee Pinkoson, Vice Chair Ken Cornell, and Treasurer Cheryl Twombly.

Executive Director's Report

11. 12.11.2023 ED Report

ED Kiner reported that this will be the last board meeting to be held at 802 NW 5th Ave and extended her thanks to all Alachua County staff members who helped with guidance and assistance with the closing, moving, and future of CTAC at the new location of 4010 NW 25th Place.

Presentations

12. Afterschool & Summer FY 2023 Review (Belita James, Deon Carruthers, & Bonnie Wagner)

Staff presented the performance results of the 22 organizations that provided summer camp programs and the 6 organizations that provided afterschool programming for this fiscal year. The Trust's investment led to many positive outcomes and improvements in program design, number of families served, a wider reach in camp locations, and an increase in attendance on previous years. They shared success stories on the children's personal development, exposure to experiences, improved academics, and gains in confidence and life skills. Future programming will aim to continue improving academic support, attendance, and will address more social and emotional skill building.

13. Head Start Summer Bridge Overview (Mia Jones and Bonnie Wagner)

Staff reported on the Head Start Summer Bridge Pilot Program which partnered with Episcopal Children's Services to provide more support for families, retain talent at early learning centers, and help combat summer slide. This program took place at four locations in four different cities in Alachua County, lasted a total of eight weeks, and served 59 children aged 3-5. Parents reported their children showed developmental gains in education, activities, and socialization. Future goals for this programming include earlier recruitment to increase the number of early learning centers and children in attendance.

New Business

14. Adoption of Policy Updates to Employee Handbook and Board Policies

a. Resolution 2023-21 Capitalization Policy

Member Pinkoson requested to modify the dollar threshold of the intangible category from \$50,000 to \$5,000.

Motion to approve Resolution 2023-21 with modifications made by Member Cornell, Seconded by Member Pinkoson.

Motion was unanimously approved by voice vote.

b. Resolution 2023-22 Adoption of Changes to Employee Handbook

Member Pinkoson requested to modify section F.1. to clarify the 'once per year' requirement.

Motion to approve Resolution 2023-22 with modifications made by Member Cornell, Seconded by Member Labarta.

Motion was passed by 8 members, Chair Certain voted in dissent.

c. Resolution 2023-23 Adoption of Changes to Board Policies

Motion to approve Resolution 2023-23 made by Member Cornell, Seconded by Member Labarta.

Motion was unanimously approved by voice vote.

General Public Comments

Board Member Comments

For Your Information

15. Children's Trust Closing Documents

16. Youth Mentoring Funding Allocations (Kristy Goldwire)

Next Meeting Date

Regular Board Meeting - Monday, February 12th, 2023 @ 4:00 PM

Location: Alachua County Health Dept, T.C. Auditorium, 224 SE 24th St., Gainesville, FL 32641

Adjournment

Chair Certain adjourned the meeting at 6:21 PM.

**CHILDREN’S TRUST OF ALACHUA COUNTY
RESOLUTION 2023-21
ADOPTION OF CAPITALIZATION POLICY**

WHEREAS, the Children's Trust of Alachua County would like to adopt a Capitalization Policy; and

WHEREAS, based upon the recommendation of its Executive Director, the Children's Trust of Alachua County has determined that its policies need to include guidance and instruction for purchases that should be considered Capital and may effectuate the balances of the Children’s Trust Financial Statements.

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

SECTION 1: ADOPTION "2.35 Capitalization Policy" of the Children's Trust of Alachua County Board Policies is hereby *adopted* as follows:

ADOPTION

2.35 Capitalization Policy

Physical assets acquired with unit costs of \$5,000 or more are capitalized as property and equipment on the organization’s financial statements. Items with unit costs below this threshold shall be expensed in the year purchased.

Capitalized property and equipment additions are accounted for at their historical cost and all such assets, except land, are subject to depreciation over their estimated useful lives.

A. Capital Asset Categories

Capital assets are defined to be fixtures and other tangible personal property of a non-consumable nature with a normal expected life of one year or more. Intangible assets include software, easements, and right of way. The CTAC reports capital assets under the following categories:

CAPITAL ASSET CATEGORY	DOLLAR THRESHOLD
▪ Land	▪ All Costs
▪ Buildings	▪ All Costs
▪ Furniture, equipment, and vehicles	▪ \$5,000 or more
▪ Contributed Assets	▪ \$5,000 or more
▪ Building improvements	▪ \$25,000 or more
▪ Improvements other than buildings	▪ \$25,000 or more
▪ Software (See GASB 96 for Subscriptions)	▪ \$5,000 or more

B. Contributed Assets

1. Assets with fair market values of \$5,000 (per unit) or more that are contributed to the Children’s Trust of Alachua County shall be capitalized as fixed assets on the financial statements.
2. Capitalized contributed assets are accounted for at their market value at the time of donation and all such assets, except land and certain works of art and historical treasures, are subject to depreciation over their estimated useful lives, as described later.

C. Depreciation and Useful Lives

1. Property and equipment are depreciated over their estimated useful lives using the straight-line method.
2. In the year of acquisition, depreciation is recorded based on the number of months the asset is in service, counting the month of acquisition as a full month.
(Example: an asset purchased on the 15th day of the fifth month shall have eight full months of depreciation (eight-twelfths of one year) recorded for that year.)
3. Estimated useful lives of capitalized assets shall be determined by the Finance Department in conjunction with the department or employee that shall utilize the asset. The following is a list of the estimated useful lives of each category of fixed asset for depreciation purposes:

Asset	Estimated Useful Life
Buildings	40 years
General office equipment	5 years
Furniture and fixtures	10 years
Building improvements	40 years
Computer hardware and peripherals	5 years
Computer software (if purchased)	5 years
Improvements other than buildings	10 years

D. Capital Asset Definitions and Categories

The lists of examples are not intended to be all-inclusive. If unsure, contact Finance & Accounting (F&A) for assistance.

E. Furniture, Equipment, and Vehicles

1. Furniture & equipment includes tangible assets costing \$5,000 or more to be used for operations, the benefits of which extend beyond one year from date of receipt and/or date put into service.

2. Examples of items to be capitalized as equipment that have a cost of more than \$5,000 include:
 - a. Automobiles, trucks, utility trailers, etc.
 - b. Furniture including shipping and installation (total must be \$5,000 or more **per item**)
 - c. Computers, printers, radios, etc.

F. Intangible Asset - Software with cost of \$5,000 or more

1. Major purchased software including training and installation. CTAC must maintain ownership of the software. Software licenses and subscription agreements are excluded from capitalization under this asset class and instead accounted for according to GASB 96.
2. Software costing less than \$5,000 but included with equipment purchases will not be separated from the equipment itself but will be considered part of the cost of the equipment.

G. Land and Land Improvements

Land is the surface or crust of the earth, which can be used to support structures and may be used to grow crops, grass, shrubs, and trees. Land improvements consist of betterments, site preparation (including removal of structures) and site improvements that ready land for its intended use. The cost associated with land improvements is added to the cost of the land and should not be depreciated. **All** costs for land or land improvements (even those under \$5,000) should be capitalized.

1. Examples of items to be capitalized as land and land improvements:
 - a. Purchase price or fair market value at time of purchase
 - b. Commissions
 - c. Professional fees including title searches, appraisals, surveying, and environmental assessments, etc.
 - d. Land excavation, fill, grading, clearing, and drainage
 - e. Demolition of existing buildings and improvements
 - f. Utility installation
 - g. Right-of-way for roads
 - h. Storm basins

H. Building Improvements

1. A building is a structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be moved or transported. A building is generally used to house people, property, and includes fixtures attached to and forming a permanent part of such a structure. The capitalization threshold for buildings is "All Costs". All costs incurred to put a new building or facility into operation should be capitalized as part of the building, except for standalone pieces of equipment with an individual unit cost of \$5,000 or

more, which should be capitalized separately as equipment. All other equipment and supplies should be capitalized as part of the cost of the new facility.

2. Building improvements or renovations are capital events that materially extend the original useful life of a building or increase the value of a building, or both, beyond one year. Building improvements do not include maintenance and repairs done in the normal course of business. The capitalization threshold for building improvements is \$25,000.
3. All costs (even individual partial payments falling under \$25,000) should be capitalized for new building construction projects.
4. The CTAC does not buy buildings for other entities.
5. Examples of items to be capitalized as buildings and building improvements that have a cumulative cost of \$25,000 or more are:
 - a. Original purchase price or fair market value of the building, if donated
 - b. Expenses for remodeling, reconditioning, or altering
 - c. Professional fees (i.e., legal, architect, engineer, inspections, title search, etc.)
 - d. Advertisement for Call to Bid on construction projects
 - e. Building permit
 - f. Payments to contractors or subcontractors for materials and labor for new building
 - g. Permanently attached fixtures or machinery that cannot be removed without impairing the use of the building
 - h. Additions to buildings (i.e., enlargements, covered patios, garages, etc.)
 - i. Replacement or broken pipes

I. Improvements Other Than Buildings

1. Improvements other than buildings are defined as structures not considered buildings and other constructs that add value and use to property. The capitalization threshold for Improvements other than Buildings is \$25,000.
2. Examples of items to be capitalized as Improvements other than buildings that have a cost of \$25,000 or more are:
 - a. Resurface and/or restriping parking lots, sidewalks, recreation areas and driveways
 - a. Landscaping (initial planting) and irrigation system
 - b. Dredge storm basin

J. Establishment and Maintenance of a Fixed Asset Listing

1. All capitalized property and equipment shall be recorded in a property log. This log shall include the following information with respect to each asset:

- a. Date of acquisition
- b. Cost
- c. Description (including color, model, and serial number or other identification number)
- d. Location of asset
- e. Estimated useful life

K. Physical Counts

1. A physical count of inventory will be performed on an annual basis. Inventory items that appear damaged, obsolete, or otherwise unable to be sold shall be notated for adjustment from the counts. A detailed record of the physical count shall be kept by the individuals involved in taking the inventory.
2. This physical inventory shall be reconciled to the property log and adjustments made as necessary. All adjustments resulting from this reconciliation will be approved by the Director of Finance.

L. Receipt of Newly-Purchased Equipment and Furniture

1. At the time of arrival, all newly purchased equipment and furniture shall be examined for obvious physical damage. If an asset appears damaged or is not in working order, it shall be returned to the vendor immediately.
2. In addition, descriptions and quantities of assets per the packing slip or bill of lading shall be compared to the assets delivered. Discrepancies should be resolved with the vendor immediately.

M. Changes in Estimated Useful Lives

1. If it becomes apparent that the useful life of a particular capitalized asset will be less than the life originally established, an adjustment to the depreciation schedule shall be made. All such changes must be approved by the Director of Finance.
2. When a change in estimated useful life is made, the new life is used for purposes of calculating annual depreciation expense. In the year in which the change in estimate is made, the cumulative effect of the change shall be reflected as depreciation expense in the organization's statement of activities.

N. Repairs of Property and Equipment

1. Expenditures to repair capitalized assets shall be expensed as incurred if the repairs do not materially add to the value or materially prolong the estimated useful life of the property.
2. Expenditures to repair capitalized assets shall be capitalized if the repairs increase the value of property, prolong its estimated useful life, or adapt it to a new or

different use. Such capitalized repair costs shall be depreciated over the remaining estimated useful life of the property. If the repairs significantly extend the estimated useful life of the property, the original cost of the property shall also be depreciated over its new, extended, useful life.

O. Dispositions of Property and Equipment

If equipment is sold, scrapped, donated, or stolen, adjustments need to be made to the fixed asset listing and property log. If money is received for the asset, then the difference between the money received and the "book value" (purchase price less depreciation) of the asset will be recorded as a loss (if the money received is less than the book value) or a gain.

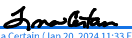
P. Write-Offs of Property and Equipment


The Director of Finance approves the disposal of all capitalized fixed assets that may be worn out, obsolete, or missing. A reason will be given for all items written-off.

SECTION 2: EFFECTIVE DATE This Resolution shall be in full force and effect from 10.01.2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CHILDREN’S TRUST OF ALACHUA COUNTY BOARD; this 11th day of December, 2023.

	AYE	NAY	ABSENT	NOT VOTING
Tina Certain	<u>✓</u>	_____	_____	_____
Lee Pinkoson	<u>✓</u>	_____	_____	_____
Ken Cornell	<u>✓</u>	_____	_____	_____
Shane Andrew	<u>✓</u>	_____	_____	_____
Mary Chance	<u>✓</u>	_____	_____	_____
Hon. Denise R. Ferrero	<u>✓</u>	_____	_____	_____
Dr. Nancy Hardt	<u>✓</u>	_____	_____	_____
Dr. Maggie Labarta	<u>✓</u>	_____	_____	_____
Cheryl Twombly	<u>✓</u>	_____	_____	_____


 Tina Certain (Jan 20, 2024 11:33 EST)
 Tina Certain, Chair
 Children's Trust of Alachua County


 Marsha Kiner
 Marsha Kiner, Secretary
 Children's Trust of Alachua County

**CHILDREN'S TRUST OF ALACHUA COUNTY
RESOLUTION 2023-22
ADOPTION OF CHANGES TO THE EMPLOYEE HANDBOOK**

WHEREAS, the Children's Trust of Alachua County Adopted an Employee Handbook through Resolution 2020-8; and

WHEREAS, the Children's Trust of Alachua County desires to make changes to the Employee Handbook;

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

SECTION 1: AMENDMENT "2.10 Employee Status" of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

2.10 EMPLOYEE STATUS

Full-time employees are active employees who are normally scheduled to work forty hours a week. Full-time employees are eligible for all of the benefits set forth in the following pages.

Part-time employees are active employees who are normally scheduled to work fewer than thirty hours a week. Part-time employees are not eligible for benefits.

Temporary employees are active employees hired to fill a temporary, non-budgeted, casual or seasonal position that has a duration of less than six months. These employees are at will and serve at the pleasure of the Executive Director. Temporary employees are not eligible for benefits. If there is a need to retain the Temporary employee beyond 6 months, the Executive Director must request that the Trust authorize an additional FTE and appoint the individual to fill that position. If the Trust authorizes the creation of the FTE and approves the appointment of the individual to that position, then the Temporary employee will become a Full-time or Part-time as provided for above and will be entitled to benefits available under that classification. Otherwise the Temporary employee must be terminated no later than at the end of the six month period.

HISTORY

Adopted by Res. [2020-8](#) on 8/3/2020

SECTION 2: AMENDMENT "3.10 Work Hours" of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

3.10 WORK HOURS

Our normal workweek is as follows: 8:30 a.m. to 5:00 p.m., Monday through Friday. However, due to changing production requirements, your actual work schedule may vary.

Exempt employees are expected to work the hours necessary to fulfill their job responsibilities successfully. This may require working beyond the standard 40 hours per week as needed.

While flexibility in work hours may be granted to Exempt employees with supervisor approval, the expectation is that exempt employees consistently work during regular office hours.

Please contact your supervisor if you have any questions.

HISTORY

Adopted by Res. [2020-8](#) on 8/3/2020

SECTION 3: AMENDMENT "4.10 Vacation Leave" of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

4.10 VACATION LEAVE

C. Using Leave. Employees are encouraged to take vacation leave within the calendar year. An employee shall be granted vacation leave only for those hours accrued prior to or during the requested vacation period. The following conditions apply:

1. Vacation leave shall not be used in increments of less than fifteen minutes.
2. ~~Exempt employees are not required to use leave benefits for absences of less than four consecutive hours in duration.~~
3. Whenever possible, all requests for vacation leave shall be submitted in writing in at least two weeks in advance.
4. Except in extenuating circumstances, an employee must receive prior approval from the employee's supervisor.
5. Vacation leave requests shall be granted at the discretion of the supervisor; however, every effort will be made to accommodate employees.
6. The use of vacation leave to cover tardiness and cash payment in lieu of time off is not authorized.

HISTORY

Adopted by Res. [2020-8](#) on 8/3/2020

SECTION 4: ADOPTION "4.65 Paid Parental Leave Policy" of the Children's Trust of Alachua County Employee Handbook is hereby *adopted* as follows:

ADOPTION

4.65 Paid Parental Leave Policy

- A. Paid Parental Leave is available to regular part-time and full-time employees who have been employed with CTAC for at least one year. This Policy applies to both mother and/or father, and same-sex couples. Temporary employees are not eligible for paid leave under this policy.
- B. Leave under this policy is a paid leave associated with:
 - 1. The birth of the employee's child;
 - 2. The employee's adoption of a child under the age of 18;
 - 3. The placement of a child with the employee when the relationship will be that of in "loco parentis."
- C. Provisions of Paid Parental Leave
 - 1. Six weeks of Paid Parental Leave may be granted and must be used continuously anytime during the first twelve (12) months following the birth, adoption, or placement of the child, unless delayed due to medical complications or other extenuating circumstances. Extensions beyond twelve months require approval by the Executive Director.
 - 2. Employees are only eligible for one (1) six week Paid Parental Leave in a rolling 12-month period, regardless of whether more than one birth or adoption occurs within that 12-month time frame.
 - 3. If both parents are employees, only one may access the paid benefits of this policy. Both, however, continue to be entitled to family and medical leave, if eligible.
 - 4. Employees will be compensated based on their regularly scheduled work schedule and pay rate. If a holiday occurs during Paid Parental Leave, the employee will receive Holiday Pay instead of Paid Parental Leave, but a holiday does not extend the duration of the leave.
 - 5. Paid Parental Leave is not charged against the employee's other paid leave credits.
- D. Continuation of Benefits

Health insurance benefits will continue to be provided during the Paid Parental Leave under this policy at the same rate as in effect before the leave was taken. The employee's payroll deductions for all employee benefits and accrual of paid leave benefits will continue during Paid Parental Leave.
- E. Requirements for Obtaining Paid Parental Leave

The employee must provide to the department head 30 days' notice of the requested leave (or as much notice as practicable if the leave is not foreseeable), complete the necessary forms, and file them with human resources.
- F. Coordination with Eligible Family & Medical Leave

1. Paid Parental Leave runs concurrently with leave under the FMLA and will be counted toward the 12 weeks of eligible FMLA leave entitlement per year. All other requirements and provisions under the FMLA will apply.
2. After Paid Parental Leave is exhausted, the balance of FMLA leave will be compensated through the employee's accrued sick or vacation time. Upon exhaustion of accrued sick and vacation, any remaining leave will be unpaid leave.

G. Unpaid Leave

Employees not eligible for FMLA should refer to Policy 8.90: Benefits Continuation During Unpaid Leave of Absence regarding continuation of insurance coverage after the six weeks of Paid Parental Leave, and any other paid leave, have been exhausted.

SECTION 5: AMENDMENT "5.80 Absenteeism and Tardiness" of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

5.80 ABSENTEEISM AND TARDINESS

Each of our employees plays an important role in getting the day's work done. ~~Therefore, each employee is expected to be at their workstation on time each day.~~ Exempt and non-exempt employees are expected to be punctual and maintain regular attendance during regular office hours. In case of absence, employees should follow the company's established absence reporting procedures. Absenteeism or tardiness, even for good reasons, is disruptive of our operations and interferes with our ability to satisfy our customers' needs. Excessive absenteeism or tardiness can result in discipline, up to and including discharge. If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those cases, we expect you to notify your supervisor as soon as possible. Leaving a message does not qualify as notifying your supervisor - you must personally contact your supervisor. When absence is due to illness, CTAC reserves the right to require appropriate medical documentation.

HISTORY

Adopted by Res. [2020-8](#) on 8/3/2020

SECTION 6: AMENDMENT "8.20 Timekeeping Procedures" of the Children's Trust of Alachua County Employee Handbook is hereby *amended* as follows:

AMENDMENT

8.20 TIMEKEEPING PROCEDURES

CTAC expects each employee to accurately record all of the time that you work for CTAC. Under no circumstances may any employee clock in/out or otherwise record time for another employee.

Non-Exempt Employees

~~Unless otherwise notified,~~ each non-exempt employee is required by federal law and by CTAC to keep an accurate record of their hours worked each day. You will generally use the timekeeping system to record your beginning work time, the time you break for lunch, the time you return from lunch and the time you end the workday. Any other break from work for more than twenty minutes must also be accounted for by using the timekeeping system to record the beginning and ending times of the break. ~~We expect you to accurately record all of the time that you work for CTAC.~~ You are expected to begin work immediately following "clocking in". Additionally, if you perform any work when you are not "clocked in", you must immediately report that time to your supervisor. If you forget to record your "in" or "out", notify your supervisor immediately so that the time can be accurately recorded in our system for payroll purposes. Any changes or corrections to your time record must be acknowledged, in writing, by you and your supervisor. ~~Under no circumstances may any employee clock in/out or otherwise record time for another employee.~~ It is the policy of CTAC that non-exempt employees will work only their assigned schedule unless they are provided with specific, prior approval for a schedule change or overtime. Reading, sending, or otherwise working on emails off work hours constitutes work and is strictly prohibited without such prior approval. Employees are responsible for monitoring the number of hours they are working each day/week. There will be disciplinary action taken if an employee works unapproved overtime. No employee may "volunteer" their time or otherwise work "off-the-clock" and no supervisor or manager has the authority to require, permit or ask any staff to work hours without reporting them. Employees violating any provision of this policy are subject to discipline, up to and including termination.

Exempt Employees

Each exempt employee is required by CTAC to submit a timesheet each pay period. The timesheet should include total hours worked each day, time absent from work (vacation, sick, etc), and the timesheet must be submitted via the timekeeping system.

HISTORY

Adopted by Res. [2020-8](#) on 8/3/2020


SECTION 7: EFFECTIVE DATE This Resolution shall be in full force and effect from 12.11.2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CHILDREN’S TRUST OF ALACHUA COUNTY BOARD;
this 11th day of December, 2023.

	AYE	NAY	ABSENT	NOT VOTING
Tina Certain	_____	_____✓_____	_____	_____
Lee Pinkoson	_____✓_____	_____	_____	_____
Ken Cornell	_____✓_____	_____	_____	_____
Shane Andrew	_____✓_____	_____	_____	_____
Mary Chance	_____✓_____	_____	_____	_____
Hon. Denise R. Ferrero	_____✓_____	_____	_____	_____
Dr. Nancy Hardt	_____✓_____	_____	_____	_____
Dr. Maggie Labarta	_____✓_____	_____	_____	_____
Cheryl Twombly	_____✓_____	_____	_____	_____


Tina Certain (Jan 20, 2024 11:32 EST)

 Tina Certain, Chair
 Children's Trust of Alachua County



 Marsha Kiner, Secretary
 Children's Trust of Alachua County

**CHILDREN’S TRUST OF ALACHUA COUNTY
RESOLUTION 2023-23
ADOPTION OF CHANGES TO BOARD POLICIES**

WHEREAS, the Children’s Trust of Alachua County (CTAC) adopted Chapter 5: Human Resources policies through Resolution 2020-9; and

WHEREAS, the Children’s Trust of Alachua County desires to make changes to these policies,

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

SECTION 1: AMENDMENT “5.10 Recruitment And Selection” is hereby amended as follows:

AMENDMENT

5.10 Recruitment And Selection

- A. **General Rule.** All employees shall be hired by competitive selection in accordance with policies established by the Board and procedures established by the Executive Director.
 - 1. No position shall be filled unless a vacancy has been posted in accordance with recruitment and selection procedures, except as otherwise provided by policy.
 - 2. CTAC employees who have exited under the State of Florida Deferred Retirement Option Program (DROP) shall not be eligible for rehire for twelve (12) months following their termination under DROP. Once the twelve (12) month period after termination has elapsed, the DROP employee may be re-hired pending Board approval.
- B. **Exceptions to the General Rule.** Under special circumstances, the Executive Director may waive the general rule of competitive selection. Special circumstances include:
 - 1. When the applicant has recently participated in the competitive selection process for another position.
 - 2. When an employee is successfully acting in a position, as long as the employee meets the minimum qualifications.
 - 3. Other circumstances where applying the general rule will significantly hamper Trust operations.
 - 4. A position may be filled while the incumbent is still in the position, when the Executive Director determines that overlap is necessary.
 - 5. **The Executive Director, at their discretion, may waive competitive selection to fill temporary positions as defined in the Employee Handbook.**


HISTORY

Adopted by Res. [2020-9](#) on 8/3/2020

SECTION 2: EFFECTIVE DATE This Resolution shall be in full force and effect from 12.11.2023 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CHILDREN’S TRUST OF ALACHUA COUNTY BOARD; this 11th day of December, 2023.

	AYE	NAY	ABSENT	NOT VOTING
Tina Certain	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Lee Pinkoson	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Ken Cornell	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Shane Andrew	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Mary Chance	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Hon. Denise R. Ferrero	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Dr. Nancy Hardt	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Dr. Maggie Labarta	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Cheryl Twombly	<u>✓</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>


Tina Certain (Jan 20, 2024 11:32 EST)

 Tina Certain, Chair
 Children's Trust of Alachua County



 Marsha Kiner, Secretary
 Children's Trust of Alachua County

Salter-Feiber

ATTORNEYS AT LAW

December 6, 2023

Children's Trust of Alachua County
802 NW 5th Ave.
Ste. 100
Gainesville, FL 32601

In re: Purchase of Property located at: 4010 NW 25th Pl., Gainesville, FL 32606
Our File Number: 23-0836.7VS

Dear Sir/Madame:

In connection with the above referenced matter, please find enclosed your original **Owner's Title Insurance Policy O21-7033633** and original recorded Warranty Deed recorded Official Records Book 5134, Page 982, Instrument Number 3526279 of Alachua County, Florida.

Should you need the services of an attorney in the future, we would be pleased to have the opportunity to serve you further. Our firm not only provides residential and commercial real estate legal services, we also specialize in:

Business and Tax Law
Estate Planning/Probate
Commercial and Business Litigation
Civil Litigation

Please feel free to contact our office to arrange to discuss any of these matters with one of our attorneys.

Sincerely,
SALTER FEIBER, P.A.


Vanessa Stevens
Legal Assistant

Encl. as stated

**AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Office File Number:
23-0836.7VS

Issuing Office's ALTA® Registry ID:
1035505

Issuing Agent:
Salter Feiber, P.A.

Property Address:
4010 NW 25th Pl., Gainesville FL 32606

Issuing Office:
3940 NW 16th Boulevard,
Bldg. B, Gainesville FL 32605

SCHEDULE A

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company
1408 Westshore Blvd, Suite 900
Tampa, Florida, 33607

Policy Number: **O21-7033633**

Amount of Insurance: **\$1,920,000.00**

Date of Policy: **November 21, 2023 at 9:14 AM**

1. The Insured is: **Children's Trust of Alachua County, an independent taxing district of the state of Florida**
2. The estate or interest in the Land insured by this policy is: **Fee Simple as shown by instrument recorded as Instrument No. 3526279 in Official Records Book 5134, Page 982, of the Public Records of Alachua County, Florida.**
3. The Title is vested in: **Children's Trust of Alachua County, an independent taxing district of the state of Florida**
4. The Land is described as follows:
See Exhibit "A" attached hereto and made a part hereof.

Old Republic National Title Insurance Company

1408 Westshore Blvd, Suite 900, Tampa, Florida, 33607, (612) 371-1111

Salter Feiber, P.A.

ISSUING AGENT

588

AGENT NO.



AGENT SIGNATURE

David Menet

3940 NW 16th Boulevard, Bldg. B

MAILING ADDRESS

Gainesville

CITY

, Florida,

32605

ZIP

**AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(With Florida Modifications)**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Policy Number: O21-7033633

**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. General or special taxes and assessments required to be paid in the year 2024 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements, or claims of easements, not recorded in the Public Records.
5. Any lien, or right to alien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
8. Easement in favor of Gainesville Gas Company recorded March 3, 1980 in O.R. Book 1264, Page 882, Public Records of Alachua County, Florida.
9. Encroachments, encumbrances, violations, or adverse circumstances, if any, actually shown on the survey prepared by EDA Consultants, Inc., dated October 19, 2023, bearing Project #2016-0278.S01 as follows:
 - a: electrical junction box at North Westerly corner of the property,
 - b: Mail box at south westerly corner of the property,
 - c: concrete apron to asphalt pavement across southerly property boundary line and into right of way of NW 25th Pl.,
 - d: signs on southerly property line,
 - e: storm inlet near property line on north easterly boundary,
 - f: 6" concrete curb crossing easterly property boundary line,
 - g: overhead power line running parallel to northerly property boundary line.
10. Schedule B, Items 2, 3, 4, and 5 are hereby deleted.

Exhibit A

Tax Parcel Number: 06107-005-000

A tract of land situated in Section 26, Township 9 South, Range 19 East, City of Gainesville, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Southwest corner of the aforementioned Section 26, Township 9 South, Range 19 East for a point of reference and run North $00^{\circ}04'48''$ East, along the West line of said Section 26 and along the centerline of NW 43rd Street, a distance of 1410.00 feet to the intersection of said centerline with the centerline of NW 27th Lane; thence run South $89^{\circ}55'12''$ East, along said centerline of N.W. 27th Lane, a distance of 500.00 feet; thence run South $00^{\circ}04'48''$ West, a distance of 235.00 feet to a concrete monument and the **True Point of Beginning**; thence continue South $00^{\circ}04'48''$ West, a distance of 180.00 feet to a concrete monument on the Northerly line of NW 25th Place; thence run South $64^{\circ}10'09''$ East, along said Northerly line, a distance of 186.83 feet to a concrete monument at the beginning of a curve concave Northwesterly, said curve having a radius of 50.00 feet and a chord bearing and distance of North $57^{\circ}57'20''$ East, 84.69 feet respectively; thence run Northeasterly with said curve through an arc angle of $115^{\circ}45'03''$, an arc distance of 101.01 feet to a concrete monument at the end of said curve; thence run North $00^{\circ}04'48''$ East, along the West line of NW 40th Street, a distance of 216.14 feet to a concrete monument; thence run North $89^{\circ}55'12''$ West, a distance of 240.00 feet to the **True Point of Beginning**.

— D

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY OF TITLE INSURANCE
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
 - a. a defect in the Title caused by:
 - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

continued on next page



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, FL 33607
(612) 371-1111

By *C. Monroe* President

Attest *David Wald* Secretary

SERIAL O21 - 7033633

3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.

2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:

- a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
- a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i. (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (1) an Affiliate;

- (2) a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3) a spouse who receives the Title because of a dissolution of marriage;
 - (4) a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5) another Insured named in Item 1 of Schedule A.
- ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
 - i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
 - k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
 - m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
 - p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to

object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

- b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

b. *Choice of Forum*

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

18. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.altarules.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*

- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 3526279 3 PG(S)

11/21/2023 9:14 AM
BOOK 5134 PAGE 982
J.K. JESS IRBY, ESQ.--Clerk
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt # 1177380
Doc Stamp-Mort: \$0.00
Doc Stamp-Deed: \$13,440.00
Intang. Tax: \$0.00

INSTRUMENT PREPARED BY:
David E. Menet, Esq.
Salter Feiber, P.A.
3940 NW 16th Blvd., Bldg. B
Gainesville, FL 32605
352-376-8201
File No.: 23-0836.7 VS

Tax Parcel No.: 06107-005-000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED was made on this 20 day of November, 2023 by DAVIS MONK & COMPANY, a Florida general partnership, whose mailing address is 2735 NW 22nd Dr., Gainesville, FL 32605 ("Grantor") to CHILDREN'S TRUST OF ALACHUA COUNTY, an independent taxing district of the state of Florida, whose mailing address is 4010 NW 25th Pl., Gainesville, FL 32606 ("Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and no/100s (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, sell, alien, remise, convey and confirm unto the Grantee all of that certain land situated in Alachua County, Florida, to wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

SUBJECT to easements and restrictions of record and to taxes for 2023 and all subsequent years.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the property is free from all encumbrances made by Grantor; and that Grantor will warrant and defend the property conveyed against the lawful claims and demands of all persons claiming by, through, or under the Grantor, but against none other.

INSTRUMENT PREPARED BY:
David E. Menet, Esq.
Salter Feiber, P.A.
3940 NW 16th Blvd., Bldg. B
Gainesville, FL 32605
352-376-8201
File No.: 23-0836.7 VS

E-RECORDED SALTER FEIBER, PA

County: Alachua ID: 3526279
Book 5134 Page 982
Date: 11/21/23 Time: 9:14 AM

Tax Parcel No.: 06107-005-000

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WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and no/100s (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, sell, alien, remise, convey and confirm unto the Grantee all of that certain land situated in Alachua County, Florida, to wit:

See **Exhibit "A"** attached hereto and incorporated herein by reference.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the property is free from all encumbrances made by Grantor; and that Grantor will warrant and defend the property conveyed against the lawful claims and demands of all persons claiming by, through, or under the Grantor, but against none other.

Exhibit A

Tax Parcel Number: 06107-005-000

A tract of land situated in Section 26, Township 9 South, Range 19 East, City of Gainesville, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Southwest corner of the aforementioned Section 26, Township 9 South, Range 19 East for a point of reference and run North $00^{\circ}04'48''$ East, along the West line of said Section 26 and along the centerline of NW 43rd Street, a distance of 1410.00 feet to the intersection of said centerline with the centerline of NW 27th Lane; thence run South $89^{\circ}55'12''$ East, along said centerline of N.W. 27th Lane, a distance of 500.00 feet; thence run South $00^{\circ}04'48''$ West, a distance of 235.00 feet to a concrete monument and the **True Point of Beginning**; thence continue South $00^{\circ}04'48''$ West, a distance of 180.00 feet to a concrete monument on the Northerly line of NW 25th Place; thence run South $64^{\circ}10'09''$ East, along said Northerly line, a distance of 186.83 feet to a concrete monument at the beginning of a curve concave Northwesterly, said curve having a radius of 50.00 feet and a chord bearing and distance of North $57^{\circ}57'20''$ East, 84.69 feet respectively; thence run Northeasterly with said curve through an arc angle of $115^{\circ}45'03''$, an arc distance of 101.01 feet to a concrete monument at the end of said curve; thence run North $00^{\circ}04'48''$ East, along the West line of NW 40th Street, a distance of 216.14 feet to a concrete monument; thence run North $89^{\circ}55'12''$ West, a distance of 240.00 feet to the **True Point of Beginning**.

— 10



CHILDREN'S TRUST
OF ALACHUA COUNTY

REGULAR BOARD MEETING

December 11, 2023, at 4:00 PM

CTAC, 802 NW 5th Ave., Gainesville, FL 32601

Attendance List

Name	Organization	Email address	Contact number
PHIL KASLER	CDS	Philip-Kasler@cdcfle.org	(352) 244-0628
David Rountree	Boys + Girls Clubs of Northeast Florida	davidr@bgcnf.org	321-578-0220
Alberto López	Florida Museum	alopez@FloridaMuseum.ufl.edu	352-665-3154
CHRISTI ARRAIZA	Girls Place		
TARA COUNTS	Girls Place		
Margot DeGonna	Food4Kids	margot+@food4kidsfl.org	954 240 9819
Kyle Schramm	TeensWork Alachua	kschramm@goodwillnorthfl.org	(772) 529-7781
Diyonne McGraw	School Bd	mcgrawdl@gm.sbuc.edu	(352) 246-8071
Dorothy Thomas	Child Ctr	on file	917 797 6738
Martha Cox	ECS	martha.cox@ecs4kids.org	904-535-0400
Sherry Kitchens	CAC	sherry@cacgainesville.org	352-494-3839