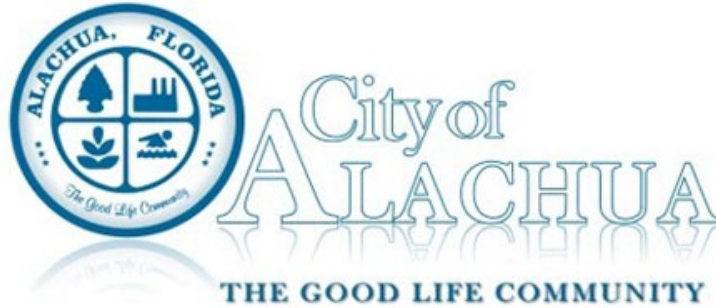




Mayor Gib Coerper
Vice Mayor Edward Potts
Commissioner Shirley Green Brown
Commissioner Dayna Miller
Commissioner Jennifer Ringersen

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: October 7, 2024

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) SANTA FE HIGH SCHOOL STUDENT PERFORMING ARTS APPRECIATION**
- B) COLONIAL HERITAGE MONTH PROCLAMATION**
- C) WHITE CANE SAFETY MONTH PROCLAMATION**
- D) FLORIDA CITY GOVERNMENT WEEK 2024 PROCLAMATION**

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

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

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

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

- A)** ORDINANCE 24-12 (FIRST READING): AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY'S COMPREHENSIVE PLAN; AMENDING THE CITY'S COMPREHENSIVE PLAN ADMINISTRATION AND IMPLEMENTATION ELEMENT TO ESTABLISH A NEW DEFINITION FOR MIXED-USE; AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO ESTABLISH MIXED-USE FUTURE LAND USE CATEGORIES; AMENDING THE CITY'S COMPREHENSIVE PLAN ECONOMIC ELEMENT TO REMOVE AN EXISTING DEFINITION FOR MIXED-USE; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (LEGISLATIVE) RESIDENTIAL OPPORTUNITIES

V. AGENDA ITEMS

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.)

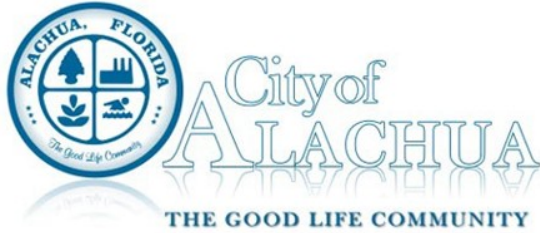
VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

VIII. COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA ITEMS

- A)** APPROVE MEETING MINUTES FOR SEPTEMBER 23, 2024
- B)** HAL BRADY RECREATION COMPLEX SKATE PARK RENOVATION
- C)** 2025 CITY COMMISSION CALENDAR



Commission Agenda Item

MEETING DATE: October 7, 2024

SUBJECT: Santa Fe High School Student Performing Arts Appreciation

PREPARED BY: LeAnne Williams

RECOMMENDED ACTION:

Receive the presentation.

Summary

Performing arts offers a human connection like no other. It is a way of expressing thoughts and emotions through a variety of mediums. Tonight, the Santa Fe High School Symphonic Band will be performing the Santa Fe High School Alma Mater and The Thunderer March by John Philip Sousa. After the Commission receives the performance, Mayor Coerper and Mr. Jacob Massena will hand out the certificates to the musicians.

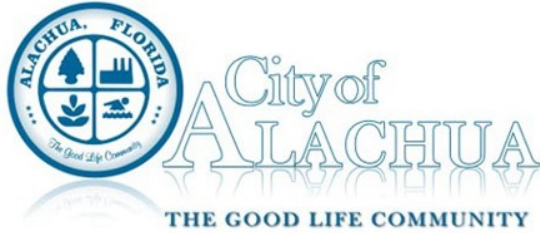
FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

None



Commission Agenda Item

MEETING DATE: October 7, 2024

SUBJECT: Colonial Heritage Month Proclamation

PREPARED BY: LeAnne Williams

RECOMMENDED ACTION:

Mayor Coerper read the proclamation and present it to President Kaye Hall.

Summary

National Colonial Heritage Month brings to mind the first courageous settlers who arrived in America and who determined the direction for the formation of our country. It is a reminder to uphold and continue the values of our ancestors to love our country, obey its laws, respect its flag, and defend it against all enemies. Kaye Hall, President of the Abraham Venable I Chapter National Society Colonial Dames XVII Century is here to receive the Colonial Heritage Month proclamation.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. Colonial Heritage Month Proclamation



City of Alachua, Florida

Office of Mayor Gib Coerper

PROCLAMATION

WHEREAS, Abraham Venable I Chapter of the National Society Colonial Dames XVII (17) Century of Gainesville, FL is locally sponsoring National Colonial Heritage Month during the month of October 2024; and,

WHEREAS, National Colonial Heritage Month brings to mind the first courageous settlers who arrived in America and who determined the direction for the formation of our country; and

WHEREAS, The members of this Society, by virtue of their lineal descent from those early arrivals, feel an obligation to work for the preservation of the priceless legacy that these early arrivals left to all American citizens; and

WHEREAS, They continue to convey the true meaning of the inheritance by reminding us that our privilege to live in a free country has stemmed from “loving our country, obeying its laws, respecting its flag and defending it against all enemies”

NOW, THEREFORE, I, Gib Coerper, Mayor of the City of Alachua, representing the City and the City Commission, do hereby proclaim **October 2024** as

COLONIAL HERITAGE MONTH

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of October, 2024, and encourage all Citizens of the City of Alachua to observe this month as a means of reinforcing the priceless legacy that we inherit with our citizenship, in order to help preserve our rich culture and heritage with deep respect for the principles upon which our great country was founded.

ATTEST:

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: October 7, 2024

SUBJECT: White Cane Safety Month Proclamation

PREPARED BY: LeAnne Williams

RECOMMENDED ACTION:

Mayor Coerper to read the proclamation and present it to the Alachua Lions Club.

Summary

"White canes" are the universally recognized symbol identifying the blind or visually impaired. Since 1964, by a joint resolution of the U.S. Congress, October 15th of each year has been designated White Cane Safety Day. Further, the month of October each year is also designated as White Cane Safety Month.

The Lions Club is known internationally for its commitment to the prevention of blindness and to improving eye health and eye care. The Alachua Lions Club each year sponsors a public awareness campaign and White Cane Awareness Walk to publicize its support of Florida's "White Cane Law" which requires vehicles to stop when an individual guided by a guide dog or carrying a white cane is crossing a public street or highway.

Proclaiming October as White Cane Safety Month and October 15th as White Cane Safety Day is a way to show the City's commitment to making the public aware of the "White Cane Law" and to the safety of the blind and visually impaired on Alachua's public streets.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. White Cane Month Proclamation



City of Alachua, Florida

Office of Mayor Gib Coerper

PROCLAMATION

WHEREAS, The Alachua Lions Club is a service club that empowers volunteers to serve their communities, including the challenge to prevent blindness and improve eye health and eye care; and

WHEREAS, The use of a guide dog or white cane is universally recognized as a mobility aid for the blind; and

WHEREAS, State of Florida Statute 316.1301, also known as the “White Cane Law” requires that vehicles stop when an individual guided by a guide dog or carrying a white cane is crossing a public street or highway; and

WHEREAS, October 15th of each year has been celebrated since 1964 by a joint resolution of the U.S. Congress as White Cane Safety Day; and

WHEREAS, It is the desire of the members of the Alachua Lions Club to make the public aware of the “White Cane Law” and the necessity of its observance to assure the safety of individuals who are blind or visually impaired on the City of Alachua public streets; and

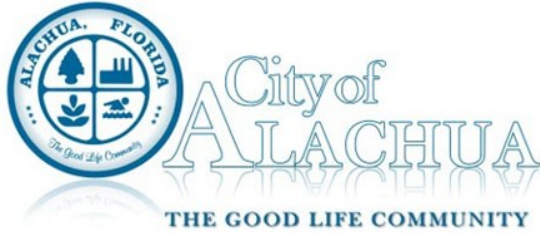
NOW, THEREFORE, I, Gib Coerper, Mayor of the City of Alachua, representing the City and the City Commission, do hereby proclaim **October 2024** as

White Cane Safety Month

IN WITNESS WHEREOF, I have hereunto set my hand this 07th day of October 2024

ATTEST:

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: October 7, 2024

SUBJECT: Florida City Government Week 2024 Proclamation

PREPARED BY: LeAnne Williams

RECOMMENDED ACTION:

Mayor Coerper is to read the Proclamation and proclaim October 07th through October 11th, 2024, as Florida City Government Week.

Summary

Because the city government is the government closest to most citizens, and the one with the most direct daily impact on its residents, it is important that residents understand how their city operates, the services it provides, and the importance of their active involvement in the life of the city.

Florida City Government Week is an opportunity to help residents become more informed about the many services city governments provide. This in turn will lead to more citizen participation and provide additional knowledge for citizens for the future. This year our Clerk's Office will educate students at Alachua Elementary, W.W. Irby Elementary, and Mebane Middle School. Deputy City Clerk LeAnne Williams and Assistant Deputy City Clerk Diane Amendola will conduct a mock election with the students with the help of Mayor Gib Coerper, Vice Mayor Edward Potts, and Commissioner Shirley Green Brown. Florida City Government Week is October 07 through October 11, 2024.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. Government Week



City of Alachua, Florida

Office of Mayor *Gib Coerper*

PROCLAMATION

WHEREAS, City government is the government closest to most citizens, and the one with the most direct daily impact on its residents; and

WHEREAS, City government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, City government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, Florida City Government Week offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement; and

WHEREAS, The City of Alachua does encourage all citizens, city government officials, and employees to do everything possible to ensure that this week is recognized and celebrated accordingly; and

WHEREAS, The City of Alachua does support and encourage all city governments to actively promote and sponsor "Florida City Government Week."

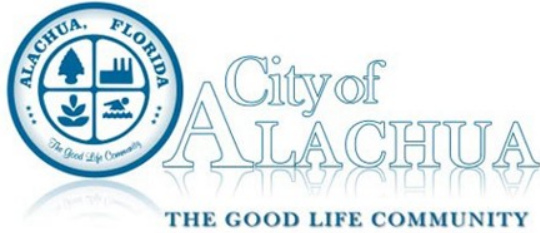
NOW, THEREFORE, I, Gib Coerper, Mayor of the City of Alachua, representing the City and the City Commission, do hereby proclaim **October 07-11, 2024** as

Florida City Government Week

IN WITNESS WHEREOF, I have hereunto set my hand this 07th day of October 2024

ATTEST:

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: October 7, 2024

SUBJECT: Ordinance 24-12 (First Reading): AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY'S COMPREHENSIVE PLAN; AMENDING THE CITY'S COMPREHENSIVE PLAN ADMINISTRATION AND IMPLEMENTATION ELEMENT TO ESTABLISH A NEW DEFINITION FOR MIXED-USE; AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO ESTABLISH MIXED-USE FUTURE LAND USE CATEGORIES; AMENDING THE CITY'S COMPREHENSIVE PLAN ECONOMIC ELEMENT TO REMOVE AN EXISTING DEFINITION FOR MIXED-USE; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (Legislative)

PREPARED BY: Kathy Winburn, Justin Tabor, Adam Hall, Carson Crockett

RECOMMENDED ACTION:

Staff recommends that the City Commission find the proposed Comprehensive Plan Text Amendment to amend the Administration and Implementation, Future Land Use, and Economic Elements to be consistent with the City of Alachua Comprehensive Plan and (1) approve Ordinance 24-12 on first reading; and, (2) authorize Staff to transmit the proposed Comprehensive Plan Text Amendment to the Florida Department of Commerce under the Expedited State Review Process.

Recommended Motion: I move that the City Commission finds the proposed Comprehensive Plan Text Amendment to amend the Administration and Implementation, Future Land Use, and Economic Elements to be consistent with the City of Alachua Comprehensive Plan and (1) approves Ordinance 24-12 on first reading; and, (2) authorizes Staff to transmit the proposed Comprehensive Plan Text Amendment to the Florida Department of Commerce under the Expedited State Review Process.

Summary

The request is a Staff-initiated amendment to the City of Alachua Comprehensive Plan, furthering the desired outcome of Strategic Initiative 4.2 and Commission Goal 4: Residential Opportunities. The proposed text amendment would amend the Administration and Implementation Element, Future Land Use Element, and Economic Element to establish provisions for mixed-use development and caps on residential density in the existing Commercial future land use categories as summarized below:

1. Administration and Implementation Element

- a. **Amend Definitions** to establish a new definition for mixed-use

2. Future Land Use Element

- a. **Amend Objective 1.3** to update the Commercial future land use categories to include “Commercial & Mixed-Use” future land use categories
- b. **Amend Policy 1.3.a** to permit commercial land uses and limited residential land uses in the Community Commercial future land use category
- c. **Amend Policy 1.3.b** to permit commercial land uses and limited residential land uses in the Commercial future land use category
- d. **Amend Policy 1.3.c** for consistency
- e. **Amend Policy 1.3.d** for consistency
- f. **Establish new Policy 1.3.e** to establish density and intensity standards for residential development, non-residential development, and mixed-use development in the Commercial & Mixed-Use future land use categories
- g. **Update numbering of subsequent policies** to reflect the addition of the new Policy 1.3.e
- h. **Amend Objective 1.4** for consistency
- i. **Amend Policy 1.5.b** for consistency
- j. **Amend Policy 1.5.d** to establish density and intensity standards for Residential and Non-Residential uses

3. Economic Element

- a. **Amend Definitions** for consistency to remove an existing definition for mixed-use

On September 10, 2024, the Planning & Zoning Board, sitting as the Local Planning Agency (LPA), held a noticed public hearing addressing the proposed Comprehensive Plan Text Amendment and voted 3-0 to transmit the proposed Comprehensive Plan Text Amendment to the City Commission with a recommendation to approve.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Residential Opportunities

ATTACHMENTS

- 1. Ordinance 24-12
- 2. Public Notice Materials (1st Reading)
- 3. September 10, 2024, Staff Report to the Planning & Zoning Board
- 4. September 10, 2024, Planning & Zoning Board Draft Meeting Minutes

ORDINANCE 24-12

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY'S COMPREHENSIVE PLAN; AMENDING THE CITY'S COMPREHENSIVE PLAN ADMINISTRATION AND IMPLEMENTATION ELEMENT TO ESTABLISH A NEW DEFINITION FOR MIXED-USE; AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO ESTABLISH MIXED-USE FUTURE LAND USE CATEGORIES; AMENDNING THE CITY'S COMPREHENSIVE PLAN ECONOMIC ELEMENT TO REMOVE AN EXISTING DEFINITION FOR MIXED-USE; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Community Planning Act (Section 163.3161 et. seq), Florida Statutes, requires each local government to maintain a comprehensive plan; and,

WHEREAS, the City Commission of the City of Alachua adopted its Comprehensive Plan on January 22, 1992, by Ordinance No. o-91-23 and last updated its Comprehensive Plan on March 28, 2022; and,

WHEREAS, a duly advertised public hearing was conducted on the proposed amendment on September 10, 2024, by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation to the City Commission; and,

WHEREAS, the City Commission considered the recommendation of the LPA at a duly advertised public hearing on October 7, 2024, provided for and received public participation, and approved the amendment for transmittal to the Florida Department of Commerce and reviewing agencies; and

WHEREAS, the Florida Department of Commerce has reviewed the proposed amendment and issued its comment letter on _____, 2024; and,

WHEREAS, the City Commission considered the comments received from the Florida Department of Commerce and reviewing agencies; and

WHEREAS, the City Commission held a duly advertised public hearing on adoption of the proposed amendment and provided for and received public participation, and approved the amendment on _____, 2024 with no changes since the transmittal hearing; and

WHEREAS, for reasons set forth in this ordinance that is hereby adopted and incorporated as findings of fact, that the Alachua City Commission finds and declares that the enactment of this Amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare;

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

Section 1. Interpretation of Recitals

The above recitals are true and correct and incorporated in this ordinance.

Section 2. Findings of Fact and Conclusions of Law

The authority for the enactment of this ordinance is Chapter 163, Part I, Florida Statutes; Sections 166.021 and 166.041; and the City's Comprehensive Plan.

Section 3. Comprehensive Plan Amendment to Establish a Definition for "Mixed-Use"

The City of Alachua Comprehensive Plan Administration and Implementation Element is hereby amended as follows to establish the following definition for mixed-use, to be added in its alphabetical position within the Definitions section of the Administration and Implementation Element (text that is underlined is to be added and text that is shown as ~~strikethrough~~ is to be removed):

Mixed-use: a building or a distinct area containing a mix of uses which functionally integrate and interconnect with one another. The City may further define the term "mixed-use" in the Land Development Regulations through the creation of subsections.

Section 4. Comprehensive Plan Amendment to Establish Mixed-Use Future Land Use Categories

The City of Alachua Comprehensive Plan Future Land Use Element is hereby amended as follows to amend the current commercial future land use categories to be commercial & mixed-use future land use categories (text that is underlined is to be added and text that is shown as ~~strikethrough~~ is to be removed):

Objective 1.3: *Commercial & Mixed-Use*

The City shall establish three commercial and mixed-use land use categories: Community Commercial, Commercial, and Central Business District. These land use categories shall provide a broad range of commercial uses, including retail sales and services, personal services, offices, and tourist-oriented uses, and the potential for mixed-use developments in order to provide for the availability of goods and services, both to the citizens and visitors of Alachua and to the citizens of the North Central Florida region while diversifying the housing stock.

Policy 1.3.a: *Community Commercial:* The Community Commercial land use category is a mixed-use land use category established to provide neighborhood and community scale goods and services to adjacent neighborhood and residential areas while allowing for the development of a diverse and affordable housing stock. The Community Commercial land use category also serves as a transitional land use category between residential and commercial land use categories. The following uses are allowed within the Community Commercial land use category:

1. Neighborhood commercial establishments;
2. Residential/offices and live-work units;
3. Business and professional offices;
4. Personal services;
5. Financial institutions;
6. Retail sales and services that serve the community;
7. Eating establishments;
8. Indoor recreation/entertainment;
9. Single-family and multi-family residential above first floor commercial uses;
10. ~~Bed and breakfast;~~ Visitor accommodations;
11. Supporting community services such as schools, houses of worship, parks, and community centers; ~~and,~~
12. Traditional Neighborhood Planned Developments-;
13. Single family attached units;
14. Apartments and townhomes; and,
15. Duplexes and quadplexes.

Development in the Community Commercial land use category may occur as mixed-use or non-mixed-use.

Policy 1.3.b: *Commercial:* The Commercial land use category is established to provide for general commercial uses, as well as more intense commercial and highway commercial uses. This is the land use category in which large-scale, regional commercial uses may locate. The following uses are allowed within the Commercial land use category:

1. Retail sales and services;
2. Personal services;
3. Financial institutions;
4. ~~Outdoor~~ Recreation and entertainment;
5. Tourist-related uses;
6. ~~Hotels and motels;~~ Visitor accommodations;
7. Commercial shopping centers;
8. Auto-oriented uses;
9. Traditional Neighborhood Planned Developments;
10. Employment Center Planned Developments;
11. Commercial recreation centers;
12. Office/business parks;
13. Limited industrial services; and,
14. Eating establishments.
15. Single family attached units;
16. Apartments and townhomes;
17. Duplexes and quadplexes;
18. Single-family and multi-family residential above first floor commercial uses;
19. Convention centers; and,
20. Supporting community services such as schools, houses of worship, parks, and community centers.

Development in the Commercial land use category may occur as mixed-use or non-mixed-use.

Policy 1.3.c: *Central Business District:* The Central Business District land use category is established to provide an area that forms the City's center for financial, commercial, governmental, professional, and cultural activities. This category is to encourage the development of a Central Business District as a focal point for the community that provides the services for people to live, work and shop. The following uses are allowed in the Central Business District land use category:

1. Single family attached and detached dwelling units;
2. Residential/offices and live-work units;
3. Business and professional offices;
4. Personal services;
5. Financial institutions;
6. Eating establishments;
7. Retail sales and services that serve the community;
8. Single-family and multi-family residential above first floor commercial uses;
9. Supporting community services such as schools, houses of worship, parks, and community centers;
10. Traditional Neighborhood Planned Developments;
11. Convention centers; and,
12. ~~Hotels, motels, and bed and breakfast inns.~~ Visitor accommodations;
13. Apartments and townhomes;
14. Duplexes and quadplexes; and,
15. Indoor recreation and entertainment.

Development in the Central Business District land use category may occur as mixed-use or non-mixed-use.

Policy 1.3.d: Design and performance standards: The following criteria shall apply when evaluating ~~commercial~~ development proposals in the commercial & mixed-use land use categories:

1. Integration of vehicular and non-vehicular access into the site and access management features of site in terms of driveway cuts and cross access between adjacent sites, including use of frontage roads and/or shared access;
2. Buffering from adjacent existing/potential uses;
3. Open space provisions and balance of proportion between gross floor area and site size;
4. Adequacy of pervious surface area in terms of drainage requirements;
5. Placement of signage;
6. Adequacy of site lighting and potential impacts of lighting upon the surrounding area. Lighting should be designed to minimize impacts to preserve the ambiance and quality of the nighttime sky by reducing light trespass and light pollution on adjacent properties by utilizing lighting at appropriate intensities, directions and times to ensure light is not overused or impacting areas where it is not intended;
7. Safety of on-site circulation patterns (patron, employee, and delivery vehicles), including parking layout, drive aisles, and points of conflict;
8. Landscaping, as it relates to the requirements and goals of the Comprehensive Plan and Land Development Regulations;
9. Unique features and resources which may constrain site development such as soils, existing vegetation and historic significance; and,
10. Performance based zoning requirements, which may serve as a substitute for or accompany land development regulations in attaining acceptable site design; and,
11. ~~Commercial uses are limited to an intensity of less than or equal to 0.50 floor area ratio for parcels 5 acres or greater, 0.75 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.0 floor area ratio for parcels 1 acre or less.~~

Policy 1.3.e: Density and intensity standards.

1. Non-mixed-uses. The following density and intensity standards shall apply to non-mixed-use development proposals in the commercial & mixed-use land use categories:
 - a. Density. Residential uses are limited to a density of 10 dwelling units per acre in the Community Commercial land use category and 15 dwelling units per acre in the Commercial and Central Business District land use categories.
 - b. Intensity. Non-residential uses are limited to an intensity of less than or equal to 0.5 floor area ratio for parcels 5 acres or greater, 0.75 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.0 floor area ratio for parcels 1 acre or less.
2. Mixed-uses. The following density and intensity standards shall apply to mixed-use development proposals in the commercial & mixed-use land use categories:
 - a. Density. Residential uses are limited to a density of 15 dwelling units per acre in the Community Commercial and Commercial land use categories and 20 dwelling units per acre in the Central Business District land use category.
 - b. Intensity. Non-residential uses are limited to an intensity of 0.6 floor area ratio for parcels 5 acres or greater, 0.85 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.25 floor area ratio for parcels less than 1 acre.

Policy 1.3.ef: The creation/promotion of strip pattern commercial development shall be discouraged. Infill within established commercial areas is preferred over extension of a strip commercial pattern. Extension of a commercial land use designation may be considered in circumstances where the extension is compatible with the existing land uses surrounding the land or the land use categories of surrounding lands. Extensions of a commercial land use category shall not encroach into a residential area. The following criteria shall be applied to limit the impacts of commercial development upon surrounding areas:

1. Impacts upon traffic circulation should be anticipated and mitigated through the reservation of right-of-way for road widening and marginal access streets when appropriate.
2. Access points for commercial development shall minimize points of conflict by utilizing frontage roads, providing cross access between parcels, or installing shared use ingress and egress access driveways connections to roadways.
3. Setbacks and landscaped or other appropriate buffers shall be established to mitigate the visual impacts of commercial development upon surrounding land uses.
4. A sidewalk or bicycle path shall be required where appropriate, to provide convenient access to the development from surrounding areas and to reduce traffic volumes on the roadways.

Policy 1.3.fg: The City shall pursue the establishment of activity centers and similar criteria to guide the placement and design of commercial and business areas.

1. The City shall establish and maintain a Gateway Activity Center at the interchange of US 441 and Interstate 75. The boundaries of the Gateway Activity Center shall be based on the Generalized US 441/I-75 Activity Center Map provided in the Future Land Use Map Series. The intent of this activity center is to welcome existing and future residents and visitors to the City, and to promote Alachua as an attractive, vibrant, and economically prosperous community.
2. The City shall establish and maintain the US 441 corridor as a Corporate Corridor Activity Center. The intent of establishing this activity center is to implement economic development objectives and to promote a coordinated development plan to maximize existing and future land use patterns and preserve the function of the US 441 corridor.

Policy 1.3.gh: The Parker mixed-use development which includes parcels 03044-010- 001, 002, 003, 03044-011-001, 002, 003 03044-012-001, 002, 003, 004, and 005 to a combined maximum of 250,000 square feet of building area. Combined uses in this development must be pedestrian oriented and bicycle accessible. The commercial portions of the development must be linked to internal roads and pedestrian paths of the new residential development and existing external roads and pedestrian paths abutting the development.

Policy 1.3.hi: The following sub-policies shall be applicable to Tax Parcel 03020-000-000 or any subset of the parcel.

1. In order to enhance stormwater treatment conditions and to provide stormwater water quality improvements, the owner/developer of Tax Parcel 03020-000-000 will provide on-site stormwater water quality treatment for the Florida Department of Transportation (FDOT) stormwater runoff as set forth below:
 - a. Concurrent with or prior to any commercial development on Parcel 03020-000-000 (or subset of the parcel), the owner/developer shall provide on-site stormwater water quality treatment volume of 0.5 inches of runoff of the I-75 drainage adjacent to the parcel that is associated with FDOT culverts 2/3 & 4/5 as indicated on the FDOT Drainage Map titled "FDOT Map I-75 Alachua County – US 441 To Columbia County Line 26260-3427." The treatment shall occur on the portion of Parcel 03020-000-000 with a Recreation land use designation.

- b. The owner/developer shall coordinate the stormwater water quality improvements with the FDOT and the City of Alachua. Improvements will be in the form of a stormwater basin(s) providing volume treatment to infiltrate through the natural ground. The stormwater basin(s) shall be privately owned and maintained.
 - c. Construction of the stormwater water quality improvements may include partnership on the project with, but not limited to, FDOT, Suwannee River Water Management District, or another governmental agency.
 - d. Consistent with the Recreation future land use category on the property, the stormwater water quality treatment area shall be designed to encourage passive recreation use in the form of pervious pathways or nature trails. This passive recreation area shall be privately owned and maintained.
2. The portion of Tax Parcel 03020-000-000 (or subset of the parcel) designated as Commercial on the Future Land Use Map by Ordinance 21-02 shall be zoned Community Commercial (CC) or a less intensive zoning district.

Objective 1.4: Corporate Park

The City shall establish ~~one Corporate Park as a mixed-use land use category.~~ ~~Corporate Park.~~ This land use category shall provide a range of research and development, technology and biotechnology industries, office, supporting retail, and limited residential uses located near major transportation corridors. The Corporate Park category is intended to:

1. provide appropriate locations for mixed use office-oriented development to promote and foster the growth of established industries within the City, including but not limited to research and development and technology and biotechnology, with provisions for a variety of residential uses; and,
2. provide a variety of employment opportunities to the citizens of Alachua and the North Central Florida Region.

Objective 1.5: Industrial

The City shall establish one industrial land use category: Industrial. This land use category shall provide a broad range of clean industry, warehousing, research, and technology industries, to provide a variety of job opportunities to the citizens of Alachua and the North Central Florida Region.

Policy 1.5.b: The Industrial land use category may include industrial service uses, office/business parks, biotechnology and other technologies, business incubators, self-storage facilities, a limited amount of retail sales and services, live/work uses, ~~traditional neighborhood design planned developments~~, employment center planned developments, outdoor storage yard or lots, and construction industry uses either as allowed uses or with special exceptions.

Policy 1.5.d: The City shall develop performance standards for uses in the Industrial land use category in order to address the following:

1. Integration of vehicular and non-vehicular access into the site and access management features of site in terms of driveway cuts and cross access between adjacent sites, including use of frontage roads and/or shared access;
2. Buffering from adjacent existing/potential uses;
3. Open space provisions and balance of proportion between gross floor area and site size;
4. Adequacy of pervious surface area in terms of drainage requirements;
5. Placement of signage;
6. Adequacy of site lighting and potential impacts of lighting upon the surrounding area. Lighting should be designed to minimize impacts to preserve the ambiance and quality of the nighttime sky by reducing light trespass and light pollution on adjacent properties by utilizing lighting at an appropriate intensities, directions and times to ensure light is not overused or impacting areas where it is not intended;
7. Safety of on-site circulation patterns (patron, employee and delivery vehicles, trucks), including parking, layout, drive aisles, and points of conflict;

8. Landscaping, as it relates to the requirements and goals of the Comprehensive Plan and Land Development Regulations;
9. Unique features and resources which may constrain site development, such as soils, existing vegetation and historic significance; and
10. Performance based zoning requirements that may serve as a substitute for or accompany land development regulations in attaining acceptable site design; and,
11. ~~Industrial-Non-residential~~ uses shall be limited to an intensity of less than or equal to 0.50 floor area ratio for parcels 5 acres or greater, 0.75 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.0 floor area ratio for parcels 1 acre or less. Residential uses are limited to a density of 8 dwelling units per acre.

Section 5. Comprehensive Plan Amendment to Remove a Definition for “Mixed-Use”

The City of Alachua Comprehensive Plan Economic Element is hereby amended as follows to remove the following definition for mixed-use from its alphabetical position within the Definitions section of the Economic Element (text that is underlined is to be added and text that is shown as ~~strikethrough~~ is to be removed):

~~**Mixed-use:** Live/Work, Retail/Office, Residential/Retail and Residential/Office development. Its purpose is to increase the types of spaces available for living and working to encourage a mix of compatible uses in certain areas, and to encourage the upgrading of certain areas with buildings designed to provide a high-quality pedestrian-oriented street environment. Mixed Use may include permitted activities mixed within the same building or within separate buildings on the same site or on nearby sites.~~

~~Live/Work refers to one or more individuals living in the same building where they earn their livelihood, usually in professional or light industrial activities.~~

~~Retail/Office, Residential/Retail, and Residential/Office provide other variations to Mixed Use with Retail typically on the ground floor and Residential on upper floors. Design standards ensure that development is compatible and contributes to the character of the street and neighborhood.~~

Section 6. Codification of and Correction of Scrivener’s Errors

The City Manager or designee, without public hearing, is authorized to correct any typographical errors which do not affect the intent of this ordinance. A corrected copy shall be posted in the public record.

Section 7. Ordinance to be Construed Liberally

This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety, and welfare of the citizens and residents of the City of Alachua, Florida.

Section 8. Repealing Clause

All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 9. Severability

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

Section 10. Effective Date

This ordinance shall become effective immediately upon passage and adoption. The effective date of these plan amendments shall be 31 days after the state land planning agency notifies the City of Alachua, Florida that the plan amendment package is complete, unless a timely challenge has been filed by an affected person in accordance with Chapter 163.3184, Florida Statutes. If timely challenged, these plan amendments shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance in accordance with Chapter 163.3184, Florida Statutes. No development orders, development permit, or land uses dependent on this plan amendment may be issued or commenced before this plan amendment has become effective.

Passed on First Reading the 7th day of October, 2024.

PASSED and ADOPTED, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading this ____ day of _____, 2024.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor
SEAL

ATTEST:

APPROVED AS TO FORM

Mike DaRoza, City Manager/Clerk

Marian B. Rush, City Attorney



City of ALACHUA

NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

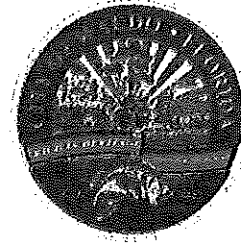
Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on October 7, 2024 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located 15100 NW 142nd Terrace, Alachua, Florida, to consider the following proposed ordinance as titled:

ORDINANCE 24-12

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY'S COMPREHENSIVE PLAN; AMENDING THE CITY'S COMPREHENSIVE PLAN ADMINISTRATION AND IMPLEMENTATION ELEMENT TO ESTABLISH A NEW DEFINITION FOR MIXED-USE; AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO ESTABLISH MIXED-USE FUTURE LAND USE CATEGORIES; AMENDING THE CITY'S COMPREHENSIVE PLAN ECONOMIC ELEMENT TO REMOVE AN EXISTING DEFINITION FOR MIXED-USE; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

(Published: Alachua County Today - September 26, 2024)



PUBLIC NOTICE

QUALIFYING OFFICIALLY OPENS IN THE CITY OF WALDO ON OCTOBER 7, 2024.

SEATS OPEN ARE:

COUNCIL Mayor- TWO YEAR TERM

COUNCIL Seat II (2) - TWO YEAR TERM

COUNCIL Seat V (5) - TWO YEAR TERM

THERE IS A \$25.00 QUALIFYING FEE OR IN PLACE OF THE FEE THE CANDIDATE MAY SUBMIT A PETITION SIGNED BY TWENTY- FIVE REGISTERED ELECTORS OF THE CITY OF WALDO. THE PETITION MAY BE OBTAINED AT CITY HALL MONDAY THROUGH THURSDAY, 7:00 A.M. -5:30 P.M. (closed Fridays). THIS PETITION MUST BE PRESENTED TO THE CLERK AFTER BEING VERIFIED IN WRITING BY THE ALACHUA COUNTY SUPERVISOR OF ELECTIONS. IN ADDITION TO THE QUALIFYING FEE THERE IS A ONE PERCENT (1%) STATE ELECTIONS ASSESSMENT OF \$32.50

AND

THE CANDIDATE MUST BE A PERMANENT RESIDENT OF THE CITY OF WALDO (RESIDING WITHIN THE CORPORATE CITY BOUNDARY LINES FOR A MINIMUM OF 6 MONTHS PRIOR TO QUALIFYING DATE OF OCTOBER 7, 2024) AND A QUALIFIED ELECTOR OF THE CITY OF WALDO.

YOU MUST PRESENT A CURRENT VOTER'S IDENTIFICATION CARD WHEN QUALIFYING.

City Hall hours are Monday - Thursday 7:00am-5:30pm - CLOSED FRIDAYS.

QUALIFYING CLOSSES ON OCTOBER 17, 2024 AT 4:00 PM.

(Published: Alachua County Today - September 26, 2024)

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City of Alachua

Planning & Community Development Department

Staff Report

Planning & Zoning Board Hearing Date: Legislative Hearing

September 10, 2024

SUBJECT:

A Staff-initiated amendment to the City of Alachua Comprehensive Plan, amending the Administration and Implementation Element to establish a new definition for mixed-use, amending the Future Land Use Element to establish mixed-use future land use categories, and amending the Economic Element to remove an existing definition for mixed-use.

APPLICANT/AGENT:

City of Alachua

PROJECT PLANNER:

Kathy Winburn;
Justin Tabor, AICP;
Adam Hall, AICP;
Carson J. Crockett, AICP Candidate

RECOMMENDATION:

Staff recommends that the Planning & Zoning Board find the proposed Comprehensive Plan Text Amendment to amend the Administration and Implementation, Future Land Use, and Economic Elements to be consistent with the City of Alachua Comprehensive Plan and transmit such finding to the City Commission with a recommendation to approve.

RECOMMENDED MOTION:

I move that based upon the presentation to this Board and Staff's recommendation, this Board finds the proposed Comprehensive Plan Text Amendment to amend the Administration and Implementation, Future Land Use, and Economic Elements to be consistent with the City of Alachua Comprehensive Plan and transmits such finding to the City Commission with a recommendation to approve.

SUMMARY

The City of Alachua Fiscal Year 2024 Strategic Plan was adopted by the City Commission on September 25, 2023, establishing Strategic Initiative 4.2 with highest priority to “develop strategies to ensure cohesive and compatible residential development to accommodate the growth of infill development and redevelopment within the City.” Strategic Initiative 4.2 directs the Planning & Community Development Department to “research peer community comprehensive plans and land development regulations for new and/or innovative planning standards and techniques” and to “develop proposed amendments to the City Comprehensive Plan and Land Development Regulations.”

This proposed Comprehensive Plan amendment furthers the City's strategic plan to help accomplish the desired outcome of Strategic Initiative 4.2: to "ensure infill development and redevelopment occurs alongside greenfield and existing residential development in a cohesive manner." The proposed amendment modifies the existing Commercial future land use categories into Commercial and Mixed-Use future land use categories, increasing the type and density of residential development permitted in the categories to increase the potential for mixed-use and infill development.

Additional interest in the establishment of mixed-use future land use categories as a potential method of encouraging community growth in the Central City Area (Figure 1) and Community Redevelopment Area (Figure 2) was expressed by stakeholders during a January 25, 2024 Downtown Strategies workshop.

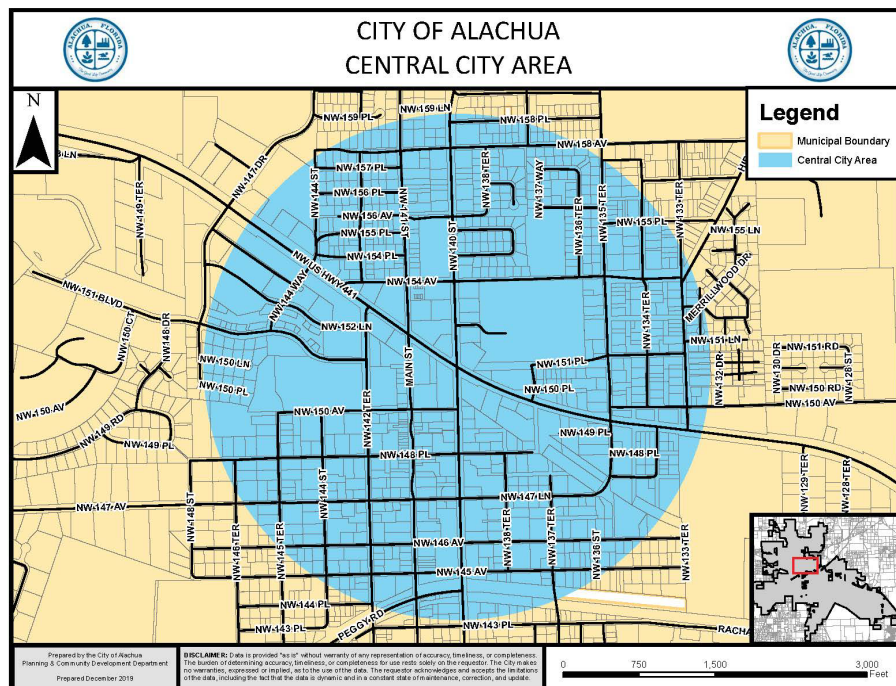


Figure 1. City of Alachua Central City Area

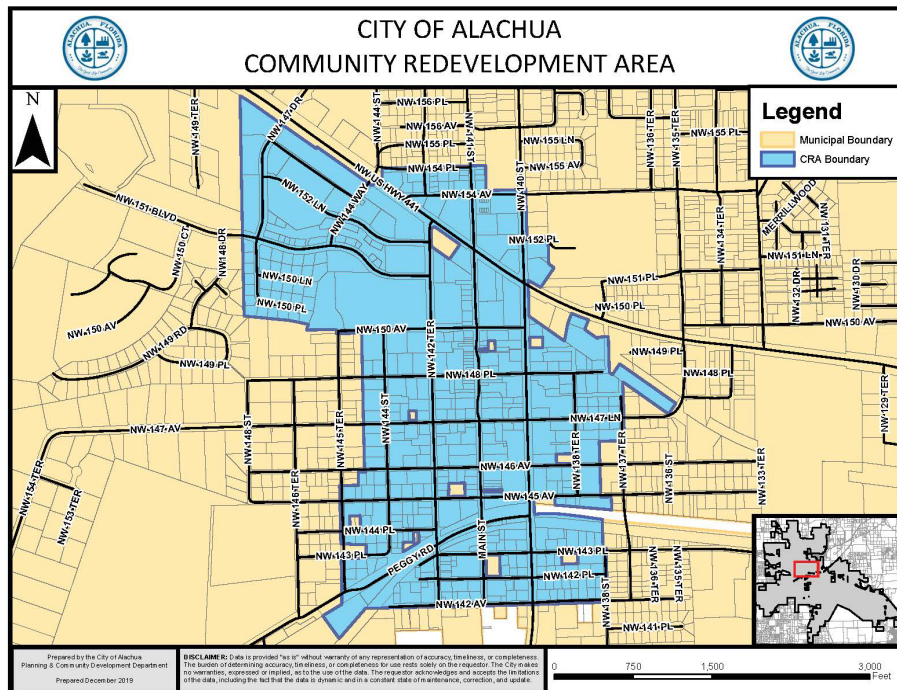


Figure 2. City of Alachua Community Redevelopment Area

Staff researched and considered different strategies from various peer community comprehensive plans across Florida, including the City of Lake City, City of Live Oak, and City of Williston. Mixed-use future land use categories were a common element of these peer community comprehensive plans as a strategy to increase the potential for infill development and economic activity in their various downtown areas, though each peer community had their own unique approach. This proposed amendment takes cues from the various peer community comprehensive plans that were researched; however, Staff tailored the proposed amendment specifically to the needs of the City of Alachua.

Mixed-Use Development

A mixed-use development is a development that combines multiple types of land uses (such as residential, commercial, industrial, institutional, etc.) into one building or distinct area¹. Mixed-use development differs from traditional development based around zoning where residential, commercial, industrial, institutional, and other uses are segregated into distinct development areas and buildings.

¹ Davidson, M., & Dolnick, F. (2004). *A Planner's Dictionary*. Chicago: American Planning Association.

Establishing mixed-use future land use categories as this amendment proposes does not change the type or style of development currently permitted in the City. The proposed amendment adds a new option for development in the City, potentially promoting and encouraging added flexibility in infill development opportunities, in diversifying housing stock, and in local businesses opportunities. Existing residential protection standards will not be impacted by this proposed amendment. Additionally, this amendment only proposes the addition of mixed-use developments in non-residential districts.

Figures 3 and 4 provide a visualization of what typical mixed-use developments may look like.



Figure 3. James Brook Building ²

A collection of small office, retail, and dining spaces occupy the first floor of this structure while the upper two floors are occupied by 14 dwelling units, all designed to maintain a village like atmosphere. This structure is an example of a more compact, infill type of mixed-use development not currently permitted in the commercial future land use designations.



Figure 4. Tioga Town Center³

Tioga Town Center acts as an example of mixed-use development near the City of Alachua. Housing a mix of office, retail, dining, and residential spaces throughout the development, Tioga Town Center represents a larger scale mixed-use development more akin to what might currently be permitted under the Corporate Park future land use designation.

² Kelliher, J. (2021, April 09). *Axiom Architects - Rethinking mixed use for small communities on the South Shore*. Retrieved 2024, from New England Real Estate Journal: <https://nerej.com/axiom-architects-rethinking-mixed-use-for-small-communities-by-kelliher>

³ Tioga Town Center. (2016, August 23). *Tioga Town Center*. Retrieved 2024, from Facebook: <https://www.facebook.com/people/Tioga-Town-Center/100069677083175/>

Summary of Proposed Amendment

Each amendment in full is identified in the next section of this report. Summarized, the proposed amendments are as follows (text that is underlined is to be added and text that is shown as ~~strike through~~ is to be removed):

1. Administration and Implementation Element

- a. **Amend Definitions** to establish a definition for mixed-use of “a building or a distinct area containing a mix of uses which functionally integrate and interconnect with one another. The City may further define the term “mixed-use” in the Land Development Regulations through the creation of subsections.”

2. Future Land Use Element

- a. **Amend Objective 1.3** to update the Commercial future land use categories to include “Commercial & Mixed-Use” future land use categories.
- b. **Amend Policy 1.3.a** to permit commercial land uses and limited residential land uses in the Community Commercial future land use category.
- c. **Amend Policy 1.3.b** to permit commercial land uses and limited residential land uses in the Commercial future land use category.
- d. **Amend Policy 1.3.c** for consistency.
- e. **Amend Policy 1.3.d** for consistency.
- f. **Establish new Policy 1.3.e** to establish density and intensity standards for residential development, non-residential development, and mixed-use development in the Commercial & Mixed-Use future land use categories
- g. **Update numbering of subsequent policies** to reflect the addition of the new Policy 1.3.e
- h. **Amend Objective 1.4** for consistency as follows: “The City shall establish ~~one Corporate Park~~ Corporate Park as a mixed-use land use category.”
- i. **Amend Policy 1.5.b** for consistency, to permit for “live/work uses” in the Industrial land use category.
- j. **Amend Policy 1.5.d** to establish density and intensity standards for Residential and Non-Residential uses.

3. Economic Element

- a. **Amend Definitions** for consistency to remove an existing definition for mixed-use.

Future Land Development Regulations Amendments

The proposed Comprehensive Plan amendment will be implemented by future amendments to the City’s Land Development Regulations.

PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT

Text that is underlined is to be added and text that is shown as ~~striketrough~~ is to be removed.

ADMINISTRATION AND IMPLEMENTATION ELEMENT

Mixed-use: a building or a distinct area containing a mix of uses which functionally integrate and interconnect with one another. The City may further define the term “mixed-use” in the Land Development Regulations through the creation of subsections.

FUTURE LAND USE ELEMENT

Objective 1.3: *Commercial & Mixed-Use*

The City shall establish three commercial and mixed-use land use categories: Community Commercial, Commercial, and Central Business District. These land use categories shall provide a broad range of commercial uses, including retail sales and services, personal services, offices, and tourist-oriented uses, and the potential for mixed-use developments in order to provide for the availability of goods and services, both to the citizens and visitors of Alachua and to the citizens of the North Central Florida region while diversifying the housing stock.

Policy 1.3.a: *Community Commercial:* The Community Commercial land use category is a mixed-use land use category established to provide neighborhood and community scale goods and services to adjacent neighborhood and residential areas while allowing for the development of a diverse and affordable housing stock. The Community Commercial land use category also serves as a transitional land use category between residential and commercial land use categories. The following uses are allowed within the Community Commercial land use category:

1. Neighborhood commercial establishments;
2. Residential/offices and live-work units;
3. Business and professional offices;
4. Personal services;
5. Financial institutions;
6. Retail sales and services that serve the community;
7. Eating establishments;
8. Indoor recreation/entertainment;
9. Single-family and multi-family residential above first floor commercial uses;
10. Bed and breakfast, Visitor accommodations;
11. Supporting community services such as schools, houses of worship, parks, and community centers; ~~and,~~
12. Traditional Neighborhood Planned Developments;
13. Single family attached units;
14. Apartments and townhomes; and,
15. Duplexes and quadplexes.

Development in the Community Commercial land use category may occur as mixed-use or non-mixed-use.

Policy 1.3.b: *Commercial:* The Commercial land use category is established to provide for general commercial uses, as well as more intense commercial and highway commercial uses. This is the land use category in which large-scale, regional commercial uses may locate. The following uses are allowed within the Commercial land use category:

1. Retail sales and services;
2. Personal services;
3. Financial institutions;
4. ~~Outdoor~~ Recreation and entertainment;
5. Tourist-related uses;
6. ~~Hotels and motels;~~ Visitor accommodations;
7. Commercial shopping centers;
8. Auto-oriented uses;
9. Traditional Neighborhood Planned Developments;
10. Employment Center Planned Developments;
11. Commercial recreation centers;
12. Office/business parks;
13. Limited industrial services; ~~and,~~
14. Eating establishments;
15. Single family attached units;
16. Apartments and townhomes;
17. Duplexes and quadplexes;
18. Single-family and multi-family residential above first floor commercial uses;
19. Convention centers; and,
20. Supporting community services such as schools, houses of worship, parks, and community centers.

Development in the Commercial land use category may occur as mixed-use or non-mixed-use.

Policy 1.3.c: *Central Business District:* The Central Business District land use category is established to provide an area that forms the City's center for financial, commercial, governmental, professional, and cultural activities. This category is to encourage the development of a Central Business District as a focal point for the community that provides the services for people to live, work and shop. The following uses are allowed in the Central Business District land use category:

1. Single family attached and detached dwelling units;
2. Residential/offices and live-work units;
3. Business and professional offices;
4. Personal services;

5. Financial institutions;
6. Eating establishments;
7. Retail sales and services that serve the community;
8. Single-family and multi-family residential above first floor commercial uses;
9. Supporting community services such as schools, houses of worship, parks, and community centers;
10. Traditional Neighborhood Planned Developments;
11. Convention centers; ~~and,~~
12. ~~Hotels, motels, and bed and breakfast inns.~~ Visitor accommodations;
13. Apartments and townhomes;
14. Duplexes and quadplexes; and,
15. Indoor recreation and entertainment.

Development in the Central Business District land use category may occur as mixed-use or non-mixed-use.

Policy 1.3.d: *Design and performance standards:* The following criteria shall apply when evaluating ~~commercial~~ development proposals in the commercial & mixed-use land use categories:

1. Integration of vehicular and non-vehicular access into the site and access management features of site in terms of driveway cuts and cross access between adjacent sites, including use of frontage roads and/or shared access;
2. Buffering from adjacent existing/potential uses;
3. Open space provisions and balance of proportion between gross floor area and site size;
4. Adequacy of pervious surface area in terms of drainage requirements;
5. Placement of signage;
6. Adequacy of site lighting and potential impacts of lighting upon the surrounding area. Lighting should be designed to minimize impacts to preserve the ambiance and quality of the nighttime sky by reducing light trespass and light pollution on adjacent properties by utilizing lighting at appropriate intensities, directions and times to ensure light is not overused or impacting areas where it is not intended;
7. Safety of on-site circulation patterns (patron, employee, and delivery vehicles), including parking layout, drive aisles, and points of conflict;
8. Landscaping, as it relates to the requirements and goals of the Comprehensive Plan and Land Development Regulations;
9. Unique features and resources which may constrain site development such as soils, existing vegetation and historic significance; ~~and,~~
10. Performance based zoning requirements, which may serve as a substitute for or accompany land development regulations in attaining acceptable site design; ~~and,~~

- ~~11. Commercial uses are limited to an intensity of less than or equal to 0.50 floor area ratio for parcels 5 acres or greater, 0.75 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.0 floor area ratio for parcels 1 acre or less.~~

Policy 1.3.e: Density and intensity standards.

1. *Non-mixed-uses.* The following density and intensity standards shall apply to non-mixed-use development proposals in the commercial & mixed-use land use categories:
 - a. *Density.* Residential uses are limited to a density of 10 dwelling units per acre in the Community Commercial land use category and 15 dwelling units per acre in the Commercial and Central Business District land use categories.
 - b. *Intensity.* Non-residential uses are limited to an intensity of less than or equal to 0.5 floor area ratio for parcels 5 acres or greater, 0.75 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.0 floor area ratio for parcels 1 acre or less.
2. *Mixed-uses.* The following density and intensity standards shall apply to mixed-use development proposals in the commercial & mixed-use land use categories:
 - a. *Density.* Residential uses are limited to a density of 15 dwelling units per acre in the Community Commercial and Commercial land use categories and 20 dwelling units per acre in the Central Business District land use category.
 - b. *Intensity.* Non-residential uses are limited to an intensity of 0.6 floor area ratio for parcels 5 acres or greater, 0.85 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.25 floor area ratio for parcels less than 1 acre.

Note: Residential uses are currently permitted in the Office Residential (OR), Neighborhood Commercial (CN), Community Commercial (CC), Central Business District (CBD), and Commercial Intensive (CI) zone districts in the City's Land Development Regulations and in the Commercial future land use categories in the Comprehensive Plan; however, no density standards are currently established in the Comprehensive Plan for Commercial Categories or within Table 5.1-3 of the Land Development Regulations. This proposed amendment sets the stage for establishing density standards, which will be further implemented by future Land Development Regulations amendments.

Policy 1.3.~~ef~~^{ef}: The creation/promotion of strip pattern commercial development shall be discouraged. Infill within established commercial areas is preferred over extension of a strip commercial pattern. Extension of a commercial land use designation may be considered in circumstances where the extension is compatible with the existing land uses surrounding the land or the land use categories of surrounding lands. Extensions of a commercial land use category shall not encroach into a residential area. The following criteria shall be applied to limit the impacts of commercial development upon surrounding areas:

1. Impacts upon traffic circulation should be anticipated and mitigated through the reservation of right-of-way for road widening and marginal access streets when appropriate.
2. Access points for commercial development shall minimize points of conflict by utilizing frontage roads, providing cross access between parcels, or installing shared use ingress and egress access driveways connections to roadways.
3. Setbacks and landscaped or other appropriate buffers shall be established to mitigate the visual impacts of commercial development upon surrounding land uses.
4. A sidewalk or bicycle path shall be required where appropriate, to provide convenient access to the development from surrounding areas and to reduce traffic volumes on the roadways.

Policy 1.3.~~fg~~^{fg}: The City shall pursue the establishment of activity centers and similar criteria to guide the placement and design of commercial and business areas.

1. The City shall establish and maintain a Gateway Activity Center at the interchange of US 441 and Interstate 75. The boundaries of the Gateway Activity Center shall be based on the Generalized US 441/I-75 Activity Center Map provided in the Future Land Use Map Series. The intent of this activity center is to welcome existing and future residents and visitors to the City, and to promote Alachua as an attractive, vibrant, and economically prosperous community.
2. The City shall establish and maintain the US 441 corridor as a Corporate Corridor Activity Center. The intent of establishing this activity center is to implement economic development objectives and to promote a coordinated development plan to maximize existing and future land use patterns and preserve the function of the US 441 corridor.

Policy 1.3.gh: The Parker mixed-use development which includes parcels 03044-010-001, 002, 003, 03044-011-001, 002, 003 03044-012-001, 002, 003, 004, and 005 to a combined maximum of 250,000 square feet of building area. Combined uses in this development must be pedestrian oriented and bicycle accessible. The commercial portions of the development must be linked to internal roads and pedestrian paths of the new residential development and existing external roads and pedestrian paths abutting the development.

Policy 1.3.hi: The following sub-policies shall be applicable to Tax Parcel 03020-000-000 or any subset of the parcel.

1. In order to enhance stormwater treatment conditions and to provide stormwater water quality improvements, the owner/developer of Tax Parcel 03020-000-000 will provide on-site stormwater water quality treatment for the Florida Department of Transportation (FDOT) stormwater runoff as set forth below:
 - a. Concurrent with or prior to any commercial development on Parcel 03020-000-000 (or subset of the parcel), the owner/developer shall provide on-site stormwater water quality treatment volume of 0.5 inches of runoff of the I-75 drainage adjacent to the parcel that is associated with FDOT culverts 2/3 & 4/5 as indicated on the FDOT Drainage Map titled "FDOT Map I-75 Alachua County - US 441 To Columbia County Line 26260-3427." The treatment shall occur on the portion of Parcel 03020-000-000 with a Recreation land use designation.
 - b. The owner/developer shall coordinate the stormwater water quality improvements with the FDOT and the City of Alachua. Improvements will be in the form of a stormwater basin(s) providing volume treatment to infiltrate through the natural ground. The stormwater basin(s) shall be privately owned and maintained.
 - c. Construction of the stormwater water quality improvements may include partnership on the project with, but not limited to, FDOT, Suwannee River Water Management District, or another governmental agency.
 - d. Consistent with the Recreation future land use category on the property, the stormwater water quality treatment area shall be designed to encourage passive recreation use in the form of pervious pathways or nature trails. This passive recreation area shall be privately owned and maintained.
2. The portion of Tax Parcel 03020-000-000 (or subset of the parcel) designated as Commercial on the Future Land Use Map by Ordinance 21-02 shall be zoned Community Commercial (CC) or a less intensive zoning district.

Objective 1.4: *Corporate Park*

The City shall establish ~~one~~Corporate Park as a mixed-use land use category: ~~Corporate Park~~. This land use category shall provide a range of research and development, technology and biotechnology industries, office, supporting retail, and limited residential uses located near major transportation corridors. The Corporate Park category is intended to:

1. provide appropriate locations for mixed use office-oriented development to promote and foster the growth of established industries within the City, including but not limited to research and development and technology and biotechnology, with provisions for a variety of residential uses; and,
2. provide a variety of employment opportunities to the citizens of Alachua and the North Central Florida Region.

Objective 1.5: *Industrial*

The City shall establish one industrial land use category: Industrial. This land use category shall provide a broad range of clean industry, warehousing, research, and technology industries, to provide a variety of job opportunities to the citizens of Alachua and the North Central Florida Region.

Policy 1.5.b: The Industrial land use category may include industrial service uses, office/business parks, biotechnology and other technologies, business incubators, self-storage facilities, a limited amount of retail sales and services, live/work uses, ~~traditional neighborhood design planned developments~~, employment center planned developments, outdoor storage yard or lots, and construction industry uses either as allowed uses or with special exceptions.

Policy 1.5.d: The City shall develop performance standards for uses in the Industrial land use category in order to address the following:

1. Integration of vehicular and non-vehicular access into the site and access management features of site in terms of driveway cuts and cross access between adjacent sites, including use of frontage roads and/or shared access;
2. Buffering from adjacent existing/potential uses;
3. Open space provisions and balance of proportion between gross floor area and site size;
4. Adequacy of pervious surface area in terms of drainage requirements;
5. Placement of signage;

6. Adequacy of site lighting and potential impacts of lighting upon the surrounding area. Lighting should be designed to minimize impacts to preserve the ambiance and quality of the nighttime sky by reducing light trespass and light pollution on adjacent properties by utilizing lighting at an appropriate intensities, directions and times to ensure light is not overused or impacting areas where it is not intended;
7. Safety of on-site circulation patterns (patron, employee and delivery vehicles, trucks), including parking, layout, drive aisles, and points of conflict;
8. Landscaping, as it relates to the requirements and goals of the Comprehensive Plan and Land Development Regulations;
9. Unique features and resources which may constrain site development, such as soils, existing vegetation and historic significance; and
10. Performance based zoning requirements that may serve as a substitute for or accompany land development regulations in attaining acceptable site design; and,
11. Industrial-Non-residential uses shall be limited to an intensity of less than or equal to 0.50 floor area ratio for parcels 5 acres or greater, 0.75 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.0 floor area ratio for parcels 1 acre or less. Residential uses are limited to a density of 8 dwelling units per acre.

ECONOMIC ELEMENT

~~Mixed-use: Live/Work, Retail/Office, Residential/Retail and Residential/Office development. Its purpose is to increase the types of spaces available for living and working to encourage a mix of compatible uses in certain areas, and to encourage the upgrading of certain areas with buildings designed to provide a high quality pedestrian oriented street environment. Mixed Use may include permitted activities mixed within the same building or within separate buildings on the same site or on nearby sites.~~

~~Live/Work refers to one or more individuals living in the same building where they earn their livelihood, usually in professional or light industrial activities.~~

~~Retail/Office, Residential/Retail, and Residential/Office provide other variations to Mixed Use with Retail typically on the ground floor and Residential on upper floors. Design standards ensure that development is compatible and contributes to the character of the street and neighborhood.~~

NEEDS ANALYSIS

Chapter 163.3177(6)(a)4., Florida Statutes, requires the Future Land Use Element of a Comprehensive Plan to provide a balance of uses that foster vibrant, viable communities and economic development opportunities and address outdated development patterns, such as antiquated subdivisions. The amount of land designated for future land uses should allow the operation of real estate markets to provide adequate choices for permanent and seasonal residents and business and may not be limited solely by the projected population. The element shall accommodate at least the minimum amount of land required to accommodate the medium projections as published by the Office of Economic and Demographic Research for at least a 10-year planning period unless otherwise limited under s. 380.05, including related rules of the Administration Commission.

The University of Florida Bureau of Economic and Business Research (BEBR) annually releases population estimates and projections for cities and counties in the state of Florida. As of April 1, 2024, the City of Alachua was preliminarily estimated to have a population of 11,296. City Staff analyzed the official published projections through 2050 and analyzed the medium population projections, resulting in a medium population projection of 14,080 by the year 2050⁴.

The proposed text amendment is not altering the amount of lands designated for any use type. Lands currently designated as a Commercial future land use category will be designated as a Commercial and Mixed-Use future land use category, retaining their commercial land use designations and providing enough lands to accommodate the minimum amount of land for a 10-year planning period as required by Chapter 163, Florida Statutes.

Additionally, the Commercial and Mixed-Use future land use categories support and encourage mixed-use development. The mix of uses can serve to meet the demands of residents and businesses within to address future growth within the City, promoting an increase in housing stock and housing diversity. The variety of uses permitted by the Commercial and Mixed-Use future land use categories also allow real estate markets to provide adequate choices for permanent and seasonal residents and business which fosters vibrant, viable communities and economic development opportunities.

⁴ Bureau of Economic and Business Research. (2024). *Florida Estimates of Population 2023*. Gainesville: University of Florida.

URBAN SPRAWL ANALYSIS

Section 163.3177, Florida Statutes, requires that any amendment to the Future Land Use Element discourage the proliferation of urban sprawl. Section 163.3177(6)(a)9.a., Florida Statutes, identifies 13 primary urban sprawl indicators and states that, “[t]he evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality...”

An evaluation of each primary indicator is provided below.

- (I) Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

Evaluation & Findings: The Commercial and Mixed-Use future land use categories promote, allow, and encourage mixed-use development, allowing a variety of multi-use development areas of varying densities and intensities.

- (II) Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

Evaluation & Findings: The Commercial and Mixed-Use future land use categories are urban in nature and designate lands currently designated as a Commercial future land use category as a Commercial and Mixed-Use future land use category. Mixed-use development can encourage compact and infill type development and help better utilize undeveloped lands that are available and suitable for development in the existing urban areas of the City. Additionally, the intensities of the Commercial and Mixed-Use future land use categories are weighted to encourage development on smaller lots in the existing urban areas of the City.

- (III) Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

Evaluation & Findings: The Commercial and Mixed-Use future land use categories designate lands currently designated as a Commercial future land use category as a Commercial and Mixed-Use future land use category. Mixed-use development can encourage compact and infill type development and may discourage and help resolve radial, strip, isolated, and/or ribbon patterns of existing urban development.

- (IV) Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

Evaluation & Findings: The Commercial and Mixed-Use future land use categories are urban in nature and designate lands currently designated as a Commercial future land use category as a Commercial and Mixed-Use future land use category. Mixed-use development can encourage compact and infill type development, potentially reducing the impacts of utilizing undeveloped rural lands and natural resource areas for new development. The proposed text amendment will not reduce previously approved design requirements that address the protection of natural resources.

- (V) Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

Evaluation & Findings: The Commercial and Mixed-Use future land use categories are urban in nature and designate lands currently designated as a Commercial future land use category as a Commercial and Mixed-Use future land use category. Mixed-use development can encourage compact and infill type development, potentially reducing the impacts of utilizing undeveloped rural lands and agricultural use areas for new development. The proposed text amendment will not reduce the amount of land currently designated with an Agriculture future land use category nor will the proposed text amendment reduce any previously approved design requirements that address the protection of agricultural lands.

- (VI) Fails to maximize use of existing public facilities and services.

Evaluation & Findings: The Commercial and Mixed-Use future land use categories are urban in nature and designate lands currently designated as a Commercial future land use category as a Commercial and Mixed-Use future land use category. Mixed-use development can encourage compact and infill type development, allowing for the efficient delivery, use, and maintenance of existing public utilities, facilities, and services to areas designated as a Commercial and Mixed-Use future land use category.

- (VII) Fails to maximize use of future public facilities and services.

Evaluation & Findings: The Commercial and Mixed-Use future land use categories are urban in nature and designate lands currently designated as a Commercial future land use category as a Commercial and Mixed-Use future land use category. Mixed-use development can encourage compact and infill type development, allowing for the efficient extension, use, and maintenance of any future public utilities, facilities, and services to areas designated as a Commercial and Mixed-Use future land use category.

- (VIII) Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

Evaluation & Findings: The Commercial and Mixed-use future land use categories encourage compact and infill type development, promoting the efficient utilization of time, money, and energy of providing and maintaining public facilities and services. Encouraging infill development may provide an opportunity to lower the relative cost of delivering and maintaining public facilities and services to areas designated as a Commercial and Mixed-Use future land use category.

- (IX) Fails to provide a clear separation between rural and urban uses.

Evaluation & Findings: The Commercial and Mixed-Use future land use categories are urban in nature and designate lands currently designated as a Commercial future land use category as a Commercial and Mixed-Use future land use category. The three Commercial and Mixed-Use future land use categories allow for a gradient of varying densities and intensities that contextualize the relationship between urban and rural uses. The Commercial and Mixed-Use future land use categories only permit for urban uses and will be located in, or adjacent to, existing urban areas of the City. The proposed text amendment will not reduce previously approved design requirements that address buffering from adjacent existing/potential uses.

- (X) Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

Evaluation & Findings: The Commercial and Mixed-Use future land use categories encourage mixed-use development. Mixed-use development can encourage compact and infill type development and help better utilize undeveloped lands that are available and suitable for development in the existing urban areas of the City. Additionally, the intensities of the Commercial and Mixed-Use future land use categories are weighted to encourage development on smaller lots in the existing urban areas of the City.

- (XI) Fails to encourage a functional mix of uses.

Evaluation & Findings: The Commercial and Mixed-Use future land use categories promote and encourages mixed-use development, providing a variety of uses, including offices, retail sales and services, neighborhood commercial, eating establishments, recreation, visitor accommodations, single-family residential dwellings, multifamily residential dwellings, and other similar uses. The future land use categories are intended to promote walkability and interconnectivity of adjacent land uses and provides for both locally facing uses in lower intensity areas and regionally facing uses in higher intensity areas and along major arterials and collector roadways.

- (XII) Results in poor accessibility among linked or related land uses.

Evaluation & Findings: The Commercial and Mixed-Use future land use categories encourage mixed-use development. A variety of uses are permitted for in each of the three Commercial and Mixed-Use future land use categories, including offices, neighborhood commercial, retail sales and services, eating establishments, recreation, visitor accommodations, single-family dwellings (attached and detached), multifamily dwellings (apartments, townhomes, and quadplexes), upper story dwelling units, and other similar uses.

- (XIII) Results in the loss of significant amounts of functional open space.

Evaluation & Findings: The Commercial and Mixed-Use future land use categories incorporate design standards that must be evaluated when considering development proposals within the three categories. Considerations include an open space provision. The proposed text amendment will not reduce previously approved design requirements that address the provision of open space.

COMPREHENSIVE PLAN CONSISTENCY ANALYSIS

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

Vision Element

II. VISION STATEMENT

The City has a strong image as the “Good Life Community.” The image is woven throughout the work of the City with a commitment to premium service delivery and a high quality of life. The City will be a business friendly community, encouraging economic development and the establishment and expansion of major job centers in the industries of logistics, manufacturing, high-tech and bio-tech. The City will continue to invest in providing high quality recreational and cultural arts facilities and programs that create a sense of community. Alachua will be a place where housing choices are available to meet the needs of all citizens. Alachua will be a leader in fostering quality well-planned growth and redevelopment. Alachua will be a community where citizens can safely choose one of several multi-modal transportation options, including cycling, walking, and innovative options such as ride shares. Alachua will strive to be continually known for its collaboration between citizens, business communities, schools and government and will continue working together for the common good.

Evaluation & Findings: The proposed text amendment to the Commercial and Mixed-Use future land use categories will support the City's vision statement by promoting an increase in housing stock and diversity of the housing stock. Additionally, encouraging compact and infill development may make different transportation modes, such as cycling and walking, more viable and appealing.

III. GOALS TO IMPLEMENT THE VISION

Goal 1: Economic Development

The City of Alachua has a unique business climate. The City is home to corporations, technology incubators, local businesses and start-up companies. The City will maintain its focus on a welcoming business environment and encourage business development in the downtown area and along the US 441 corridor. The City supports a sustainable, thriving Main Street with a variety of businesses and a downtown area that attracts shoppers and patrons through cutting edge marketing strategies. The City will continue to support the redevelopment and revitalization of the historic center of the community. Alachua desires to continue to be a home to innovative businesses and an employment center where jobs are available to citizens of all educational and skill levels and ages. The City will continue to encourage the growth of and development of established industries, such as the life sciences, technologies and emerging industries and encourage the diversification and expansion of commercial businesses which provide integral services to the City's residents.

The City will encourage a sustainable use of natural resources to ensure that economic growth and development will responsibly continue within the community. The City will build strong relationships with local, regional and state-wide economic development organizations in order to work together to retain existing businesses and attract future businesses. The City will pursue business incentives that encourage additional private investment from new or existing businesses that will enhance employment opportunities and the quality of life of residents.

Evaluation & Findings: The text amendment to the Commercial and Mixed-Use future land use categories will support this goal by continuing to encourage business development within the downtown area, helping to support the redevelopment and revitalization of the historic center of the City. Additionally, mixed-use development has the potential to encourage the development of small and local businesses.

Goal 3: Transportation Mobility

The City of Alachua transportation system includes a heavily traveled US 441 corridor and a walkable downtown Main Street. The City will provide efficient traffic circulation that is safe and convenient, while maintaining or improving the level of service on roadways. The City will encourage multi-modal enhancement and trail systems, and provide for an aesthetically pleasing gateway between the I-75 interchange and downtown. The City will further a safe and connected pedestrian network that helps ensure a high quality of life for residents and visitors of all ages and abilities. New roadway construction and significant reconstruction projects will incorporate the principles embodied by the Complete Streets approach whenever possible. The City will explore opportunities for public transportation for Alachua residents, including innovative options such as ride shares and other emerging and technology-based options. The City will continue to pursue the interconnectivity of development in order to limit access points onto roadways thereby reducing negative impacts upon the transportation network. The City will strengthen connections between major hubs within the community, such as those between the historic core and Progress Park and Legacy Park.

Evaluation & Findings: The text amendment to the Commercial and Mixed-Use future land use categories will support this goal by encouraging compact and infill development in urban areas of the City, promoting a walkable atmosphere and an extended sidewalk system.

Goal 4: Residential Opportunities

The City of Alachua recognizes that residential development is tied to growth and employment opportunities and supports a diversity of housing types in order to enhance the City's physical and social fabric. The City will encourage the provision of housing types to serve a wide range of people, from those moving to Alachua to work and/or raise families to those seeking senior housing and assisted living options. The City supports the provision of safe, affordable housing for all income levels. The City will encourage the construction of housing types including single-family conventional dwelling units, duplexes and quadplexes, apartments and town homes, traditional mixed use neighborhood planned development, live/work units, conservation subdivisions, and other innovative housing options that respond to societal changes and needs and are appropriate for the character of the City.

The City supports enhancements that strengthen and improve existing neighborhoods, thereby maintaining a livable community for all demographics.

Evaluation & Findings: The text amendment to the Commercial and Mixed-Use future land use categories will support this goal as the amendment focuses on increasing housing choice and opportunity by encouraging the placement of housing units of varying types in commercial developments that would otherwise not contain residential components.

Future Land Use Element

Goal 1: *Future Land Use Map 2035*

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

Objective 2.7: *Discouragement of Urban Sprawl*

The City shall discourage the proliferation of urban sprawl as set forth in Chapter 163, Florida Statutes.

Evaluation & Findings: The text amendment has been evaluated against the standards in Chapter 163, Florida Statutes and will focus on promoting compact and infill development, encouraging a sustainable development pattern.

Housing Element

Policy 1.1.a The City shall encourage development of a variety of housing types including conventional single family homes, accessory dwelling units, multi-family units, group homes, assisted living facilities, foster care facilities, mobile homes, and manufactured homes, and shall ensure that appropriate land use designations and zoning districts exist to accommodate each type.

Evaluation & Findings: The text amendment to the Commercial and Mixed-Use future land use categories will support the development of a variety of housing types as the amendment focuses on increasing housing choice and opportunity by encouraging the placement of housing units of varying types in commercial developments that would otherwise not contain residential components.

Conservation and Open Space Element

Policy 1.4.f The City shall promote mixed use and compact development to promote pedestrian, golf cart and bicycle traffic and reduce automobile dependency.

Evaluation & Findings: The text amendment to the Commercial and Mixed-Use future land use categories allows for mixed-use developments, containing a variety of uses, that encourage compact and infill development to reduce automobile dependency.

FISCAL YEAR 2024 STRATEGIC PLAN

Goal 4 of the City's 2024 Strategic Plan focuses on residential opportunities, with Initiative 4.2 relating to housing types and infill development:

Initiative 4.2

Develop strategies to ensure cohesive and compatible residential development to accommodate the growth of infill development and redevelopment within the City.

The text amendment directly impacts the initiative by promoting increased density and an increase in compatible uses with residential development, primarily in the Central City Area. A main focus of the text amendment is to encourage infill development in the Central City Area and other commercial areas of the City. Initiative 4.2 directly calls out a need for increasing the efficient utilization of land, and increasing the opportunity for infill development may have a positive impact on efficient land utilization.

Mixed-use developments have the potential to make more compact, infill developments more economically viable and attractive to developers by allowing an increase in density and intensity of development. Additionally, the text amendment allows for the creation of transitional future land use categories from residential to commercial with higher densities and intensities featuring a mix of land uses. The text amendment increases flexibility for developers and residents in housing product delivery and consumption and increases the potential location options for local business owners.

CONCLUSIONS

The three Commercial and Mixed-Use future land use categories allow for a mix of uses, including offices, neighborhood commercial, retail sales and services, eating establishments, recreation, visitor accommodations, single-family dwellings, multifamily dwellings (apartments, townhomes, and quadplexes), upper story dwelling units, and other similar uses. These future land use categories allow for development to incorporate commercial and residential elements into unified developments, encouraging compact and infill development and promoting an increase in housing stock diversity. The proposed text amendment supports the intent of the City's Vision, Comprehensive Plan, and Strategic Initiative 4.2, which will provide greater design flexibility and development options within the urbanized portions of the City of Alachua.

EXHIBIT "A"
TO
COMMERCIAL AND MIXED-USE FUTURE LAND USE CATEGORIES
STAFF INITIATED COMPREHENSIVE PLAN AMENDMENT
STAFF REPORT

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

ORDINANCE 24-12

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY'S COMPREHENSIVE PLAN; AMENDING THE CITY'S COMPREHENSIVE PLAN ADMINISTRATION AND IMPLEMENTATION ELEMENT TO ESTABLISH A NEW DEFINITION FOR MIXED-USE; AMENDING THE CITY'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO ESTABLISH MIXED-USE FUTURE LAND USE CATEGORIES; AMENDING THE CITY'S COMPREHENSIVE PLAN ECONOMIC ELEMENT TO REMOVE AN EXISTING DEFINITION FOR MIXED-USE; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Community Planning Act (Section 163.3161 et. seq), Florida Statutes, requires each local government to maintain a comprehensive plan; and,

WHEREAS, the City Commission of the City of Alachua adopted its Comprehensive Plan on January 22, 1992, by Ordinance No. 0-91-23 and last updated its Comprehensive Plan on March 28, 2022; and,

WHEREAS, a duly advertised public hearing was conducted on the proposed amendment on September 10, 2024, by the Planning and Zoning Board, sitting as the Local Planning Agency (LPA) and the LPA reviewed and considered comments received during the public hearing concerning the application and made its recommendation to the City Commission; and,

WHEREAS, the City Commission considered the recommendation of the LPA at a duly advertised public hearing on _____, 2024, provided for and received public participation, and approved the amendment for transmittal to the Florida Department of Economic Opportunity (DEO) and reviewing agencies; and

WHEREAS, the DEO has reviewed the proposed amendment and issued its comment letter on _____, 2024; and,

WHEREAS, the City Commission considered the comments received from the DEO and reviewing agencies; and

WHEREAS, the City Commission held a duly advertised public hearing on adoption of the proposed amendment and provided for and received public participation, and approved the amendment on _____, 2024 with no changes since the transmittal hearing; and

WHEREAS, for reasons set forth in this ordinance that is hereby adopted and incorporated as findings of fact, that the Alachua City Commission finds and declares that the enactment of this Amendment is in the furtherance of the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare;

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

Section 1. Interpretation of Recitals

The above recitals are true and correct and incorporated in this ordinance.

Section 2. Findings of Fact and Conclusions of Law

The authority for the enactment of this ordinance is Chapter 163, Part I, Florida Statutes; Sections 166.021 and 166.041; and the City's Comprehensive Plan.

Section 3. Comprehensive Plan Amendment to Establish a Definition for "Mixed-Use"

The City of Alachua Comprehensive Plan Administration and Implementation Element is hereby amended as follows to establish the following definition for mixed-use, to be added in its alphabetical position within the Definitions section of the Administration and Implementation Element (text that is underlined is to be added and text that is shown as ~~strikethrough~~ is to be removed):

Mixed-use: a building or a distinct area containing a mix of uses which functionally integrate and interconnect with one another. The City may further define the term "mixed-use" in the Land Development Regulations through the creation of subsections.

Section 4. Comprehensive Plan Amendment to Establish Mixed-Use Future Land Use Categories

The City of Alachua Comprehensive Plan Future Land Use Element is hereby amended as follows to amend the current commercial future land use categories to be commercial & mixed-use future land use categories (text that is underlined is to be added and text that is shown as ~~strikethrough~~ is to be removed):

Objective 1.3: Commercial & Mixed-Use

The City shall establish three commercial and mixed-use land use categories: Community Commercial, Commercial, and Central Business District. These land use categories shall provide a broad range of commercial uses, including retail sales and services, personal services, offices, and tourist-oriented uses, and the potential for mixed-use developments in order to provide for the availability of goods and services, both to the citizens and visitors of Alachua and to the citizens of the North Central Florida region while diversifying the housing stock.

Policy 1.3.a: *Community Commercial:* The Community Commercial land use category is a mixed-use land use category established to provide neighborhood and community scale goods and services to adjacent neighborhood and residential areas while allowing for the development of a diverse and affordable housing stock. The Community Commercial land use category also serves as a transitional land use category between residential and commercial land use categories. The following uses are allowed within the Community Commercial land use category:

1. Neighborhood commercial establishments;
2. Residential/offices and live-work units;
3. Business and professional offices;
4. Personal services;
5. Financial institutions;
6. Retail sales and services that serve the community;
7. Eating establishments;
8. Indoor recreation/entertainment;
9. Single-family and multi-family residential above first floor commercial uses;
10. ~~Bed and breakfast;~~ Visitor accommodations;
11. Supporting community services such as schools, houses of worship, parks, and community centers; ~~and,~~
12. Traditional Neighborhood Planned Developments;:
13. Single family attached units;
14. Apartments and townhomes; and,
15. Duplexes and quadplexes.

Development in the Community Commercial land use category may occur as mixed-use or non-mixed-use.

Policy 1.3.b: *Commercial:* The Commercial land use category is established to provide for general commercial uses, as well as more intense commercial and highway commercial uses. This is the land use category in which large-scale, regional commercial uses may locate. The following uses are allowed within the Commercial land use category:

1. Retail sales and services;
2. Personal services;
3. Financial institutions;
4. ~~Outdoor~~ Recreation and entertainment;
5. Tourist-related uses;
6. ~~Hotels and motels;~~ Visitor accommodations;
7. Commercial shopping centers;
8. Auto-oriented uses;
9. Traditional Neighborhood Planned Developments;
10. Employment Center Planned Developments;
11. Commercial recreation centers;
12. Office/business parks;
13. Limited industrial services; ~~and,~~
14. Eating establishments;
15. Single family attached units;
16. Apartments and townhomes;
17. Duplexes and quadplexes;
18. Single-family and multi-family residential above first floor commercial uses;
19. Convention centers; and,
20. Supporting community services such as schools, houses of worship, parks, and community centers.

Development in the Commercial land use category may occur as mixed-use or non-mixed-use.

Policy 1.3.c: *Central Business District:* The Central Business District land use category is established to provide an area that forms the City's center for financial, commercial, governmental, professional, and cultural activities. This category is to encourage the development of a Central Business District as a focal point for the community that provides the services for people to live, work and shop. The following uses are allowed in the Central Business District land use category:

1. Single family attached and detached dwelling units;
2. Residential/offices and live-work units;
3. Business and professional offices;
4. Personal services;
5. Financial institutions;
6. Eating establishments;
7. Retail sales and services that serve the community;
8. Single-family and multi-family residential above first floor commercial uses;
9. Supporting community services such as schools, houses of worship, parks, and community centers;
10. Traditional Neighborhood Planned Developments;
11. Convention centers; ~~and,~~
12. ~~Hotels, motels, and bed and breakfast inns.~~ Visitor accommodations;
13. Apartments and townhomes;
14. Duplexes and quadplexes; and,
15. Indoor recreation and entertainment.

Development in the Central Business District land use category may occur as mixed-use or non-mixed-use.

Policy 1.3.d: *Design and performance standards:* The following criteria shall apply when evaluating ~~commercial~~ development proposals in the commercial & mixed-use land use categories:

1. Integration of vehicular and non-vehicular access into the site and access management features of site in terms of driveway cuts and cross access between adjacent sites, including use of frontage roads and/or shared access;
2. Buffering from adjacent existing/potential uses;
3. Open space provisions and balance of proportion between gross floor area and site size;
4. Adequacy of pervious surface area in terms of drainage requirements;
5. Placement of signage;
6. Adequacy of site lighting and potential impacts of lighting upon the surrounding area. Lighting should be designed to minimize impacts to preserve the ambiance and quality of the nighttime sky by reducing light trespass and light pollution on adjacent properties by utilizing lighting at appropriate intensities, directions and times to ensure light is not overused or impacting areas where it is not intended;
7. Safety of on-site circulation patterns (patron, employee, and delivery vehicles), including parking layout, drive aisles, and points of conflict;
8. Landscaping, as it relates to the requirements and goals of the Comprehensive Plan and Land Development Regulations;
9. Unique features and resources which may constrain site development such as soils, existing vegetation and historic significance; and,
10. Performance based zoning requirements, which may serve as a substitute for or accompany land development regulations in attaining acceptable site design; and,
- ~~11. Commercial uses are limited to an intensity of less than or equal to 0.50 floor area ratio for parcels 5 acres or greater, 0.75 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.0 floor area ratio for parcels 1 acre or less.~~

Policy 1.3.e: *Density and intensity standards.*

1. Non-mixed-uses. The following density and intensity standards shall apply to non-mixed-use development proposals in the commercial & mixed-use land use categories:
 - a. Density. Residential uses are limited to a density of 10 dwelling units per acre in the Community Commercial land use category and 15 dwelling units per acre in the Commercial and Central Business District land use categories.
 - b. Intensity. Non-residential uses are limited to an intensity of less than or equal to 0.5 floor area ratio for parcels 5 acres or greater, 0.75 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.0 floor area ratio for parcels 1 acre or less.
2. Mixed-uses. The following density and intensity standards shall apply to mixed-use development proposals in the commercial & mixed-use land use categories:
 - a. Density. Residential uses are limited to a density of 15 dwelling units per acre in the Community Commercial and Commercial land use categories and 20 dwelling units per acre in the Central Business District land use category.
 - b. Intensity. Non-residential uses are limited to an intensity of 0.6 floor area ratio for parcels 5 acres or greater, 0.85 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.25 floor area ratio for parcels less than 1 acre.

- Policy 1.3.ef: The creation/promotion of strip pattern commercial development shall be discouraged. Infill within established commercial areas is preferred over extension of a strip commercial pattern. Extension of a commercial land use designation may be considered in circumstances where the extension is compatible with the existing land uses surrounding the land or the land use categories of surrounding lands. Extensions of a commercial land use category shall not encroach into a residential area. The following criteria shall be applied to limit the impacts of commercial development upon surrounding areas:
1. Impacts upon traffic circulation should be anticipated and mitigated through the reservation of right-of-way for road widening and marginal access streets when appropriate.
 2. Access points for commercial development shall minimize points of conflict by utilizing frontage roads, providing cross access between parcels, or installing shared use ingress and egress access driveways connections to roadways.
 3. Setbacks and landscaped or other appropriate buffers shall be established to mitigate the visual impacts of commercial development upon surrounding land uses.
 4. A sidewalk or bicycle path shall be required where appropriate, to provide convenient access to the development from surrounding areas and to reduce traffic volumes on the roadways.
- Policy 1.3.fg: The City shall pursue the establishment of activity centers and similar criteria to guide the placement and design of commercial and business areas.
1. The City shall establish and maintain a Gateway Activity Center at the interchange of US 441 and Interstate 75. The boundaries of the Gateway Activity Center shall be based on the Generalized US 441/I-75 Activity Center Map provided in the Future Land Use Map Series. The intent of this activity center is to welcome existing and future residents and visitors to the City, and to promote Alachua as an attractive, vibrant, and economically prosperous community.
 2. The City shall establish and maintain the US 441 corridor as a Corporate Corridor Activity Center. The intent of establishing this activity center is to implement economic development objectives and to promote a coordinated development plan to maximize existing and future land use patterns and preserve the function of the US 441 corridor.
- Policy 1.3.gh: The Parker mixed-use development which includes parcels 03044-010- 001, 002, 003, 03044-011-001, 002, 003 03044-012-001, 002, 003, 004, and 005 to a combined maximum of 250,000 square feet of building area. Combined uses in this development must be pedestrian oriented and bicycle accessible. The commercial portions of the development must be linked to internal roads and pedestrian paths of the new residential development and existing external roads and pedestrian paths abutting the development.
- Policy 1.3.hi: The following sub-policies shall be applicable to Tax Parcel 03020-000-000 or any subset of the parcel.
1. In order to enhance stormwater treatment conditions and to provide stormwater water quality improvements, the owner/developer of Tax Parcel 03020-000-000 will provide on-site stormwater water quality treatment for the Florida Department of Transportation (FDOT) stormwater runoff as set forth below:
 - a. Concurrent with or prior to any commercial development on Parcel 03020-000-000 (or subset of the parcel), the owner/developer shall provide on-site stormwater water quality treatment volume of 0.5 inches of runoff of the I-75 drainage adjacent to the parcel that is associated with FDOT culverts 2/3 & 4/5 as indicated on the FDOT Drainage Map titled "FDOT Map I-75 Alachua County – US 441 To Columbia County Line 26260-3427." The treatment shall occur on the portion of Parcel 03020-000-000 with a Recreation land use designation.

- b. The owner/developer shall coordinate the stormwater water quality improvements with the FDOT and the City of Alachua. Improvements will be in the form of a stormwater basin(s) providing volume treatment to infiltrate through the natural ground. The stormwater basin(s) shall be privately owned and maintained.
 - c. Construction of the stormwater water quality improvements may include partnership on the project with, but not limited to, FDOT, Suwannee River Water Management District, or another governmental agency.
 - d. Consistent with the Recreation future land use category on the property, the stormwater water quality treatment area shall be designed to encourage passive recreation use in the form of pervious pathways or nature trails. This passive recreation area shall be privately owned and maintained.
2. The portion of Tax Parcel 03020-000-000 (or subset of the parcel) designated as Commercial on the Future Land Use Map by Ordinance 21-02 shall be zoned Community Commercial (CC) or a less intensive zoning district.

Objective 1.4: Corporate Park

The City shall establish ~~one Corporate Park as a mixed-use land use category.~~ ~~Corporate Park.~~ This land use category shall provide a range of research and development, technology and biotechnology industries, office, supporting retail, and limited residential uses located near major transportation corridors. The Corporate Park category is intended to:

1. provide appropriate locations for mixed use office-oriented development to promote and foster the growth of established industries within the City, including but not limited to research and development and technology and biotechnology, with provisions for a variety of residential uses; and,
2. provide a variety of employment opportunities to the citizens of Alachua and the North Central Florida Region.

Objective 1.5: Industrial

The City shall establish one industrial land use category: Industrial. This land use category shall provide a broad range of clean industry, warehousing, research, and technology industries, to provide a variety of job opportunities to the citizens of Alachua and the North Central Florida Region.

Policy 1.5.b: The Industrial land use category may include industrial service uses, office/business parks, biotechnology and other technologies, business incubators, self-storage facilities, a limited amount of retail sales and services, live/work uses, ~~traditional neighborhood design planned developments~~, employment center planned developments, outdoor storage yard or lots, and construction industry uses either as allowed uses or with special exceptions.

Policy 1.5.d: The City shall develop performance standards for uses in the Industrial land use category in order to address the following:

1. Integration of vehicular and non-vehicular access into the site and access management features of site in terms of driveway cuts and cross access between adjacent sites, including use of frontage roads and/or shared access;
2. Buffering from adjacent existing/potential uses;
3. Open space provisions and balance of proportion between gross floor area and site size;
4. Adequacy of pervious surface area in terms of drainage requirements;
5. Placement of signage;
6. Adequacy of site lighting and potential impacts of lighting upon the surrounding area. Lighting should be designed to minimize impacts to preserve the ambiance and quality of the nighttime sky by reducing light trespass and light pollution on adjacent properties by utilizing lighting at an appropriate intensities, directions and times to ensure light is not overused or impacting areas where it is not intended;
7. Safety of on-site circulation patterns (patron, employee and delivery vehicles, trucks), including parking, layout, drive aisles, and points of conflict;

8. Landscaping, as it relates to the requirements and goals of the Comprehensive Plan and Land Development Regulations;
9. Unique features and resources which may constrain site development, such as soils, existing vegetation and historic significance; and
10. Performance based zoning requirements that may serve as a substitute for or accompany land development regulations in attaining acceptable site design; and,
11. ~~Industrial-Non-residential~~ uses shall be limited to an intensity of less than or equal to 0.50 floor area ratio for parcels 5 acres or greater, 0.75 floor area ratio for parcels less than 5 acres but greater than 1 acre, and 1.0 floor area ratio for parcels 1 acre or less. Residential uses are limited to a density of 8 dwelling units per acre.

Section 5. Comprehensive Plan Amendment to Remove a Definition for “Mixed-Use”

The City of Alachua Comprehensive Plan Economic Element is hereby amended as follows to remove the following definition for mixed-use from its alphabetical position within the Definitions section of the Economic Element (text that is underlined is to be added and text that is shown as ~~strikethrough~~ is to be removed):

~~**Mixed-use:** Live/Work, Retail/Office, Residential/Retail and Residential/Office development. Its purpose is to increase the types of spaces available for living and working to encourage a mix of compatible uses in certain areas, and to encourage the upgrading of certain areas with buildings designed to provide a high-quality pedestrian-oriented street environment. Mixed Use may include permitted activities mixed within the same building or within separate buildings on the same site or on nearby sites.~~

~~Live/Work refers to one or more individuals living in the same building where they earn their livelihood, usually in professional or light industrial activities.~~

~~Retail/Office, Residential/Retail, and Residential/Office provide other variations to Mixed Use with Retail typically on the ground floor and Residential on upper floors. Design standards ensure that development is compatible and contributes to the character of the street and neighborhood.~~

Section 6. Codification of and Correction of Scrivener’s Errors

The City Manager or designee, without public hearing, is authorized to correct any typographical errors which do not affect the intent of this ordinance. A corrected copy shall be posted in the public record.

Section 7. Ordinance to be Construed Liberally

This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety, and welfare of the citizens and residents of the City of Alachua, Florida.

Section 8. Repealing Clause

All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 9. Severability

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

Section 10. Effective Date

This ordinance shall become effective immediately upon passage and adoption. The effective date of these plan amendments shall be 31 days after the state land planning agency notifies the City of Alachua, Florida that the plan amendment package is complete, unless a timely challenge has been filed by an affected person in accordance with Chapter 163.3184, Florida Statutes. If timely challenged, these plan amendments shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance in accordance with Chapter 163.3184, Florida Statutes. No development orders, development permit, or land uses dependent on this plan amendment may be issued or commenced before this plan amendment has become effective.

Passed on First Reading the ____ day of _____, 2024.

PASSED and ADOPTED, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading this ____ day of _____, 2024.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

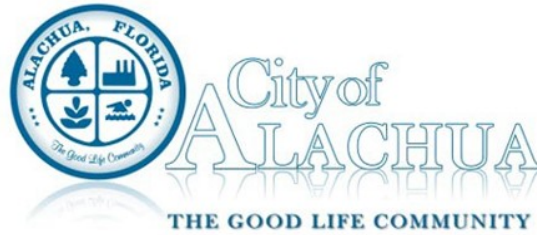
Gib Coerper, Mayor
SEAL

ATTEST:

APPROVED AS TO FORM

Mike DaRoza, City Manager/Clerk

Marian B. Rush, City Attorney



Regular Planning and Zoning Board Meeting Minutes
September 10, 2024 at 6:00 PM

Chair Sandy Burgess
Vice Chair Vacant
Member Virginia Johns
Member Williams "Bill" Menadier
Member Keith Vermillion
School Board Member Tina Certain

City Manager Mike DaRoza
City Attorney Marian Rush

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

Planning and Zoning Board 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

Sandy Burgess – Chair 6:00 p.m. Virginia Johns - Member - Absent

INVOCATION

Led by Member Bill Menadier

PLEDGE TO THE FLAG

Led by Member Menadier

APPROVAL OF THE AGENDA

Member Menadier moved to approve the agenda; seconded by Member Keith Vermillion.

Motion passed by unanimous consent.

I. OLD BUSINESS

II. NEW BUSINESS

A) APPROVAL OF MEETING MINUTES 07-09-24

Member Menadier moved to approve the minutes from the July 09, 2024 meeting; seconded by Member Vermillion.

Motion passed by unanimous consent.

- B) SITE PLAN – PATEL FUEL & RETAIL: A REQUEST BY WALKER OWEN, P.E., OF CAUSSEAU, HEWETT, & WALPOLE, LLC, APPLICANT, ON BEHALF OF SEMOJ 13, LLC, PROPERTY OWNER, FOR CONSIDERATION OF A SITE PLAN TO CONSTRUCT A ±8,836 SQUARE FOOT CONVENIENCE STORE, RETAIL BUILDING, AND GASOLINE FUELING STATION WITH ASSOCIATED SITE IMPROVEMENTS (QUASI-JUDICIAL HEARING).**

Chair Burgess requested any persons who will be speaking on this item to please stand and be sworn in.

Audience members and staff complied.

Justin Tabor, Principal Planner, presented his staff report.

Member Menadier asked how the condition of no fuel deliveries entering the site off of NW 59th Terrace will be enforced.

Mr. Tabor, Principal Planner, answered it would become a Code Enforcement issue. He also stated that when the comment was initially brought up, staff conferred with the applicant. The applicant agreed to make the entry curb distance narrower, making it difficult for any big trucks to maneuver the turn, discouraging the action.

Walker Owen, Professional Engineer, CHW also confirmed the entry was narrowed.

Chair Burgess questioned whether the applicant agrees with the four recommended conditions. She also asked the applicant to clarify findings about gopher turtles.

Mr. Owen agreed to accept recommended conditions. He reiterated the findings of their Ecological Species Survey. He stated that no gopher tortoises were found and

conditions on the property are not conducive to gopher tortoise habitats. He also stipulated that if any are encountered in the future, all Florida state laws will be followed concerning the species.

City Attorney Marian Rush voir dired the Board.

Member Vermillion moved that based upon the competent substantial evidence presented at this hearing, the presentation before this Board, and Staff's recommendation, this Board finds the application to be consistent with the City of Alachua Comprehensive Plan and in compliance with the Land Development Regulations and approves the Site Plan submitted by Walker Owen, P.E., of Causseaux, Hewett, & Walpole,, LLC on behalf of Semoj 13, LLC, subject to the four (4) conditions provided in Exhibit "A" and located on page 16 of the September 10, 2024 Staff Report to the Planning & Zoning Board; seconded by Member Menadier.

Chair Burgess opened the floor for citizens comments on this item.

Tamara Robbins commented about the NW 59th Ave access. She stated that if the site is too wet for gopher tortoises, then her concern is about the potential of run off from the fuel tanks entering the ground water. She questioned what is being done to contain any contamination of the ground water should this occur?

Walker Owen, Professional Engineer, CHW stated that this fueling system will be required to follow all environmental standards that will protect against any pollution just like any other fuel station.

Member Menadier asked for clarification about the storm water system.

Mr. Owens responded there is a wet pond designed for this site, and it is in compliance with all environmental requirements.

Mitch Glaeser commented about the overhead power lines along 441. His question was concerning the possibility of laying underground conduits for communication lines or power lines while the site is open prior to building. This would be for future construction sites.

Member Menadier questioned if the Board could require underground utilities.

City Attorney Rush stated that the Board could not vary from what was in the application and what was presented.

Trudy McMonickle expressed her wishes not to approve.

Cliff Dorsey stated that his opinion is to not approve.

Chair Burgess reiterated that the topic before the board right now is only the Patel Fuel & Retail Site Plan.

Jonathan Wallace stated that there is a gas station right across the highway from the proposed site and many more within a short distance. He questioned the need for another.

Kristin Reuben also stated that the gas station directly across the highway is never busy. She questioned the need for another?

Motion passed by 3-0 roll call vote.

- C) COMPREHENSIVE PLAN TEXT AMENDMENT - COMMERCIAL AND MIXED-USE FUTURE LAND USE CATEGORIES: A REQUEST BY THE CITY OF ALACHUA TO AMEND THE CITY OF ALACHUA COMPREHENSIVE PLAN, AMENDING THE ADMINISTRATION AND IMPLEMENTATION ELEMENT TO ESTABLISH A NEW DEFINITION FOR MIXED-USE, AMENDING THE FUTURE LAND USE ELEMENT TO ESTABLISH MIXED-USE FUTURE LAND USE CATEGORIES, AND AMENDING THE ECONOMIC ELEMENT TO REMOVE AN EXISTING DEFINITION FOR MIXED-USE (LEGISLATIVE HEARING).

Carson Crockett, Planner presented his staff report.

Member Vermillion questioned what initiated this change.

Carson Crockett, Planner, AICP Candidate, stated Strategic Initiative 4.2, adopted by the Commission last year.

Member Menadier wanted clarification about density levels and what is considered the definition of visitor accommodations.

Carson Crockett, Planner, AICP Candidate responded.

Chair Burgess wanted clarification that this action tonight is just a text amendment to the Comprehensive Plan, not a Land Development Regulation modification.

Carson Crockett, Planner, verified her understanding and also explained what the next steps would be.

Member Vermillion moved based upon the presentation to this Board and Staff's recommendation, this Board finds the proposed Comprehensive Plan Text Amendment to amend the Administration and Implementation, Future Land Use, and Economic Elements to be consistent with the City of Alachua Comprehensive Plan and transmits such finding to the City Commission with a recommendation to approve; seconded by Member Menadier.

Chair opened the floor for citizen comments.

Tamara Robbins-asked for the 13 sprawl indicators to be placed on the overhead for public viewing. She also asked Member Vermillion to explain Strategic Initiative 4.2 to her since he nodded his head like he knew what it was or have another staff member explain what it is. She also asked whether these changes apply to all currently zoned commercial property in Alachua. She asked for the definition of infill and stated that a map of Alachua on the overhead would be helpful to the citizens in the audience. She also commented that Tioga is not a good example for Alachua to follow because it is the very definition of sprawl.

Carson Crockett, Planner, responded that the 13 sprawl indicators are in the staff report available to everyone at the front table as well as in the online agenda that was published. He restated the information regarding Initiative 4.2 and defined the term infill.

Jonathan Wallace expressed his concerns about development from outside sources being preferred over hometown investors. He mentioned impact to the aquifer. He also questioned the quality of construction being accomplished.

Chair Burgess reaffirmed that this discussion is not about any specific property. It is a city wide amendment. She also specified that the discussion is not about building codes either.

Sara Younger expressed concerns about the Comprehensive Plan changes. She asked the Board to consider any changes carefully before deciding because decisions could have unintended consequences.

Brian Bisher stated that mixed use development can be both beneficial or a curse. He does not believe that a city wide use of these changes would be detrimental in many ways.

Jacob Fletcher expressed concerns about the terminology -intensified mixed-use and commercial development-because all of this building would increase storm water run off which would carry pollutants into the aquifer. He asserted that they do not address controls for this.

Carson Crockett, Planner, informed the board about where the information in question could be located in Land Development Regulations.

Chair Burgess reiterated that this discussion is not about any specific property and to please keep the comments on topic.

Faith Collins also referenced Tioga as a bad example. She questioned what the purpose of the amendment is all about and who it will impact.

Carson Crockett, Planner, reiterated the definitions of each element being questioned and how the proposed amendment could impact the future of the City of Alachua.

Derek Dunlop asked how residential land could become commercial in any area of the city. He also questioned not having a map to reference. He accused the example map that was used in the presentation as being confusing and deceptive.

Carson Crockett, Planner, read directly from the staff report to answer the question of areas being affected by this change.

Dale Doranti questioned the applicability of the urban sprawl criteria and stated he believes they apply to the amendment.

Carson Crockett, Planner, explained that this is not a change to the future land use map but a change to the future land use categories.

Citizen-no name-compared this change to tract building done in the 70s.

Katherine Weitz, Current Mayor of High Springs, expressed concerns about environmental impacts. She requested the board to be ever mindful of the environmental impact of the surrounding towns.

Joe Hancock recommended that the board needs to slow down and really think about what is being approved. He also stated that good intentions could go very badly.

Jodi Boas remarked that the board should thoroughly review this proposal before acting.

Chair Burgess acknowledged all the comments and expressed concerns from the citizens. She also elaborated that some of the concerns expressed will be addressed at other levels.

Courtney Gaines brought up statistics about the development that has been approved, specifically the number of new houses. She expressed her concerns about the schools, water systems, and highway systems not being able to handle the large number of new people moving into the city.

Chair Burgess asked for more questions from the board and there were none.

Motion passed by 3-0 roll call vote.

**D) REMOVED FROM 9/10/24 PZB MEETING AGENDA – SPECIAL
EXCEPTION PERMIT – TARA APRIL STORMWATER FACILITIES: A**

REQUEST BY CLAY SWEGER, AICP, LEED AP, OF EDA CONSULTANTS, INC., APPLICANT, ON BEHALF OF TARA FOREST, LLC, PROPERTY OWNER, FOR CONSIDERATION OF A SPECIAL EXCEPTION PERMIT TO ALLOW THE PLACEMENT OF A MINOR UTILITY (STORMWATER MANAGEMENT FACILITIES) IN THE AGRICULTURAL (A) ZONING DISTRICT THAT WOULD SUPPORT FUTURE DEVELOPMENT ON ADJACENT LANDS ZONED COMMUNITY COMMERCIAL (CC) (QUASI-JUDICIAL HEARING).

III. BOARD COMMENTS/DISCUSSION

Kathy Winburn reaffirmed that the October meeting is the second Tuesday of the month.

City Attorney Rush stated that in reference to item D being removed, there is no presentation, therefore there is nothing to comment on.

IV. CITIZENS COMMENTS

Tamara Robbins reminded the audience that this section of the meeting is so they can speak to anything they wish to speak to about what this board is tasked to do. She stated that the public deserves to know why Item D was removed. She questioned the validity of how it was taken off the agenda. She questioned the knowledge of the board's understanding of the legal requirements for public notice for public hearings.

Joanne Trembley stated that building in the Mill Creek area is a direct hazard to the Santa Fe River and its world famous springs. She stated Mill Creek Sink connects to three Florida springs that connects to the Santa Fe River. She quoted the 2016 Florida Springs and Aquifer Protection Act. She argued that any development over the Mill Creek will be detrimental.

Chris Hartman inquired about when Item D will be rescheduled and why it was removed in the first place. He also related details about the underground components of the land over Mill Creek.

Chair Burgess informed the public that Item D was removed not deferred so the board does not have a schedule for when or if it will appear on any agenda.

Soyene Kojo expressed her concerns about the cost of rent and or ownership of the new homes being built. She states that Tech City houses are renting for \$1800.00 per month. She questions how the citizens of Alachua can afford those prices. She also states that the quality of the water is decreasing because of the demand.

Chair Burgess reaffirmed that this action tonight was a recommendation to the Commission, and some of the concerns expressed will be addressed at that level.

Citizen -no name- disagreed with Chair Burgess about the Board's actions tonight. He stated he wished the board could see the deteriorating condition of the caves. He referenced being a diver.

Katherine Weitz brought up the condition of the groundwater in High Springs. She stated that if the levels of contaminants are high, they have no options because the water comes from Alachua.

Brian Bisher questions the point of the Board if they claim they can not take action on some of the questions brought before them. He states that the Board needs to question staff more intently to have some of the answers when the question is asked.

Member Menadier clarified the misconception of the term density when in reference to capping the level on properties already zoned residential.

ADJOURN

Member Vermillion moved to adjourn; seconded by Member Bill Menadier.

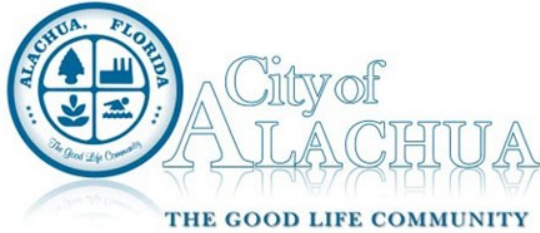
Chair Burgess adjourned the meeting. 7:52 p.m.

ATTEST:

**CITY COMMISSION OF THE CITY OF
ALACHUA, FLORDIA:**

Presiding Officer

Staff Liaison



Commission Agenda Item

MEETING DATE: October 7, 2024

SUBJECT: Approve Meeting Minutes for September 23, 2024

PREPARED BY: LeAnne Williams

RECOMMENDED ACTION:

Approve Meeting Minutes

Summary

Approval of the Meeting Minutes for September 23, 2024

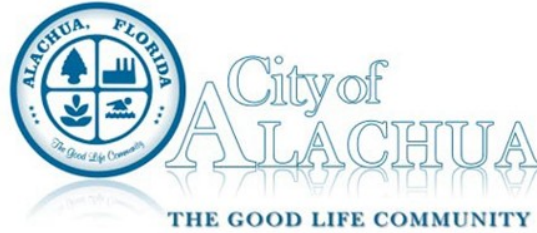
FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. 24.09.23.M.CCM



Regular City Commission Meeting Minutes
September 23, 2024 at 6:00 PM

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

City Manager Mike DaRoza
City Attorney Marian Rush

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

CITIZENS PRESENT: William Garst, Michele Lee, James Curington, Rev. Debra Sermons, Teddy Sanchez, Elliott Welker.

STAFF ATTENDING: Diane Amendola, Robert Bonetti, Kyler Burk, Michael Carrillo, Heather Carter, Tara Malone, Jesse Sandusky, Donna Smith, LeAnne Williams, Tyler Williams, Cap Wilson, David Wisener

City Commission Meeting

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

CALL TO ORDER

Led by Mayor Gib Coerper.

INVOCATION

Led by Minister Eddie Sermons, Paradise Community Outreach Ministry.

PLEDGE TO THE FLAG

Led by Mayor Coerper.

APPROVAL OF THE AGENDA

Vice Mayor Edward Potts moved to approve the agenda; seconded by Commissioner Jennifer Ringersen.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

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

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

A) AMERICAN PHARMACISTS MONTH PROCLAMATION

Deputy City Clerk LeAnne Williams introduced the proclamation.

William Garst, Pharm.D., expressed his appreciation to the Commission for the proclamation and introduced Leslie Brown, Manager of Hitchcock's Pharmacy.

Mayor Coerper read the Proclamation and presented Dr. Garst and Ms. Brown.

B) 2024 NATIONAL BREAST CANCER AWARENESS MONTH & ALACHUA GOES PINK! PROCLAMATION

Human Resources Director Tara Malone introduced the presentation.

Mayor Coerper read the proclamation.

Commissioner Miller pointed out that breast cancer affects both women and men alike.

Commissioner Ringersen requested that the Commission dress in pink at the commission meeting on October 7, 2024, in support of the 2024 National Breast Cancer Awareness Month.

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)

Mayor Coerper opened the floor for comments.

Alachua Business League member and Main Street business owner, Michele Lee

discussed the condition of the buildings on Main Street and how the City could utilize CDBG grants to help restore the buildings. She stated this would help bring new businesses to the downtown area.

Alachua Chamber Vice President Elliot Welker stated he was on the 2.0 Committee. He encouraged the Commission to consider the comments from Ms. Lee. He stated businesses look for turn-key space in the downtown community.

Mitch Glaeser announced:

1. Seimans was coming to San Felasco Tech City
 2. Craig Fugate will be the next speaker at the next Alachua Chamber Luncheon
- He thanked City Manager Mike DaRoza, Mayor Coerper, and Commissioner Brown. He supported Ms. Lee's comments and stated that the city needs to invest in the downtown buildings through CDBG grants. He informed the Commission that one of the schools had fallen on the grading scale, and he expressed his concerns.

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

A) APPOINTMENT TO THE SENIOR RESOURCES ADVISORY BOARD (SRAB)

Deputy City Clerk LeAnne Williams presented the appointment.

Deputy City Clerk Williams conducted the ballot process and announced the vote, with John Brown receiving a majority of the votes.

Commissioner Ringersen moved to appoint one member to the Senior Resources Advisory Board; seconded by Commissioner Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 4-0 by roll call, with Commissioner Shirley Green Brown recusing.

IV. PUBLIC HEARINGS AND ORDINANCES

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

- A) RESOLUTION 24-16 RELATING TO THE LEVY OF GENERAL CITY PURPOSE AD VALOREM TAXES FOR THE 2024 TAX YEAR; RESOLUTION 24-17 RELATING TO THE CITY'S BUDGET FOR THE 2024-2025 FISCAL YEAR; AND RESOLUTION 24-18 RELATING TO THE 2025-2029 CAPITAL IMPROVEMENT PROGRAM**

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

Mayor Coerper called to order the Final Public Hearing on the City of Alachua Fiscal Year 2024-2025 Final Millage and Final Budget.

City Attorney Marian Rush provided an overview of the Truth in Millage Legislation (TRIM).

City Manager DaRoza explained the general City final and rolled back millage rates.

Finance & Administrative Services Director Bonetti presented an overview of the final budget and adjustments for Fiscal Year 2024-2025.

Mayor Coerper opened the floor for comments.

There were no comments.

City Attorney Rush read Resolution 24-16 by title only.

City Manager DaRoza announced the City of Alachua Commission had determined that a proposed millage rate of 5.9500 mills was necessary to fund the final general budget for the City. He said the proposed final millage rate represents an increase of 7.95% from the rolled-back rate of 5.59119 mills.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Ringersen moved to adopt Resolution 24-16; seconded by Commissioner Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 on roll call vote.

City Attorney Rush read Resolution 24-17 by title only.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Commissioner Ringersen moved to adopt Resolution 24-17; seconded by Vice Mayor Potts.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 on roll call vote.

City Attorney Rush read Resolution 24-18 by title only.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Vice Mayor Potts moved to adopt Resolution 24-18; seconded by Commissioner Ringersen.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 on roll call vote.

Commissioner Miller moved to adjourn the Public Hearing; seconded by Commissioner Ringersen.

Passed 5-0 on roll call vote.

- B) ORDINANCE 24-13, SECOND AND FINAL READING: AMENDING THE CITY'S BUSINESS INCENTIVE PROGRAM IN ORDINANCE 20-01 BY ADDING AN INCUBATOR/ACCELERATOR ENTRANT LEASE SUBSIDY AND ADJUSTING THE DURATION OF THE INCUBATOR/ACCELERATOR GRADUATE LEASE SUBSIDY (LEGISLATIVE)
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City Attorney Rush read Ordinance 24-13 by title only.

Economic Development Manager David Wisener introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

Commissioner Miller stated she was pleased with the research and outreach that went into this program, and she was looking forward to seeing the outcome.

Commissioner Ringersen moved to approve Ordinance 24-13 on the Second and Final Reading; seconded by Commissioner Brown.

Mayor Coerper opened the floor for comments.

Mr. Welker, Assistant Director, U.F. Sid Martin Biotech Incubator, stated that he talks with companies daily about moving their companies to the City, and this program gives them another reason to do so. He stated he was looking forward to promoting this opportunity to new businesses.

Passed 5-0 by roll call.

Mayor Coerper thanked Mr. Welker for his leadership.

V. AGENDA ITEMS

A) SAVANNAH STATION PHASE 2C INFRASTRUCTURE ACCEPTANCE AND RETURN OF SURETY

Public Services Director Michael Carrillo introduced the item and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Vice Mayor Potts moved to accept the Savannah Station Phase 2C water system, wastewater system, electric system, roadways, and stormwater conveyance system, and book the value on the City's asset lists and return the surety amount of \$93,089.80 to Gloria's Way, LLC; seconded by Commissioner Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

B) CITY STRATEGIC PLAN - FY 2025

Economic Development Manager Wisener introduced the item and made recommendations.

Mayor Coerper asked the commissioners for questions or comments.

There were no questions or comments.

Vice Mayor Potts moved to adopt the City Strategic Plan FY 2025; seconded by Commissioner Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(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.)

Mayor Coerper opened the floor for comments.

There were no comments.

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

City Manager DaRoza requested that the Commission waive the rules of procedure.

Commissioner Miller moved that the rules of procedure be waived; seconded by Commissioner Ringersen.

Passed by unanimous consent.

City Manager DaRoza presented a Mutual Aid Agreement from the State of Florida Department of Community Development along with Resolution 24-19 and explained the nature of the emergency procedure.

Commissioner Ringersen moved to adopt Resolution 24-19 and the Statewide Mutual Aid Agreement received and recommended by the Florida Division of Emergency Management as the updated form of the current agreement; seconded by Commissioner Miller.

City Attorney Rush read Resolution 24-19 by title only.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

City Manager DaRoza stated he attended the Alachua Chamber Luncheon. He welcomed Seimens and Quay to San Felsasco Tech City. He congratulated Rev. John Brown on his reappointment to the SRAB. He thanked Minister Sermons for the invocation. He stated the City is monitoring the approaching storm.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Miller thanked:

- The citizens who spoke at the meeting
- Minister Sermons for the invocation

She announced:

- Human Resources Generalist Lisa Freeman was celebrating 10 years with the City.
- Sergeant Daniel Chalker was celebrating 19 years with the City.
- She wished Deputy City Clerk Williams a happy birthday.

Commissioner Ringersen thanked:

- The business owners who came to the meeting.
- Chief of Police Jesse Sandusky for keeping the City safe.

She congratulated Rev. Brown on his appointment to the SRAB.

She announced:

- Fun for Gator Kids is hosting a Kids Triathlon for kids 3-13 at Wayside Park Pool on September 26 and 27, 2024.
- Education Task Force meeting October 28, 2024, at 5:00 p.m.

Vice Mayor Potts thanked the citizens who attended the meeting and for their comments.

Mayor Coerper stated it has been a pleasure to watch the City grow throughout the

years.

ADJOURN

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

Passed by unanimous consent.

CONSENT AGENDA ITEMS

- A) APPROVE MINUTES FOR SEPTEMBER 9, 2024, CITY COMMISSION MEETING**
- B) RFB 2024-06 MOWING & LANDSCAPING SERVICES FOR HAL BRADY RECREATION CENTER, CITY PARKS, COMMUNITY CENTER, POLICE SUBSTATION, FIRE STATION & OTHER CITY PROPERTY**
- C) RFB 2024-03 TREE AND VEGETATION MAINTENANCE OF PUBLIC RIGHTS OF WAY**
- D) RFB 2024-02 MOWING & LANDSCAPING SERVICES FOR MUNICIPAL COMPLEX AND TK BASIN**
- E) CITY OF ALACHUA SUBSURFACE EXPLORATION & ROAD REPAIR AT NW 135TH TERRACE & NW 154TH AVENUE**

ATTEST:

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

Mike DaRoza, City Manager/Clerk

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: October 7, 2024

SUBJECT: Hal Brady Recreation Complex Skate Park Renovation

PREPARED BY: Donna Smith

RECOMMENDED ACTION:

- 1) Accept the proposal from American Ramp Company to complete renovations at the Hal Brady Recreation Complex Skate Park.
 - 2) Authorize the City Manager to enter into a contract and issue a purchase order to American Ramp Company to complete the renovations.
-

Summary

The City of Alachua constructed a Skate Park within the Hal Brady Recreation Complex in 2008.

The City recently implemented a plan that would include updating and replacing the existing equipment that is currently being used within the Skate Park.

A quote was obtained from American Ramp Company, an approved vendor under Sourcwell Contract #112420, currently active through December 28, 2024.

The amount to update and replace the existing equipment is \$229,702.46 and includes the manufacturing, shipping and full installation of the skate park equipment.

Staff recommends moving forward with the renovations using the quote obtained from American Ramp Company piggybacking on the Sourcwell Contract.

FINANCIAL IMPACT

\$229,702.46

ADDITIONAL FINANCIAL INFORMATION

Funding Source is the Wild Spaces Public Places funds.

ATTACHMENTS

1. Contract - American Ramp Company
2. Sourcwell Contract #112420

**CONTRACT TO PROVIDE PLAYGROUND AND
OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this ____ day of _____ 2024 (the "Effective Date"), by and between American Ramp Company a Missouri corporation authorized to do business in the State of Florida (the "Company"), and the City of Alachua, a Florida municipal corporation (the "City").

RECITALS

WHEREAS, the Sourcewell issued Request For Proposals (RFP #112420) for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services together with all attachments and addenda, referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #112420 on November 24, 2020.

WHEREAS, The RFP brought responses from nine companies and, after vetting each as a part of the competitive process at least equal to that of the City of Alachua, the Company was determined to be a Responsible and Responsive proposer, was awarded and then entered in a multiple year contract for the Company to supply skatepark equipment; and,

WHEREAS, the Company conforms to American Society for Testing and Materials (ATSM) standards; and,

WHEREAS, Section 1.03 A. 9 of the City Purchasing and Sales Policy and Regulations provides that a purchase pursuant to and in conformance with a Vendor contract with a municipality such as the City of Charlotte, under the described facts and circumstances, is, otherwise excluded (as meeting) requirements of the City Policy and Regulations

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to American Ramp Company in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: Scope of Work

EXHIBIT B: Contract Price

EXHIBIT C: Product Warranties

EXHIBIT D: ATSM Submittals

EXHIBIT E: Sourcewell Contract

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City.
<i>City:</i>	Refers to the City of Alachua, Florida
<i>Company:</i>	Refers to American Ramp Company that has been selected by the City to provide the Products and Services of this Contract.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to this written agreement executed by the City and Company.
<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic or recorded works that describe the use, functions, features or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts and logic diagrams.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part of this Contract.
<i>Services:</i>	Refers to the Skatepark Equipment and Related Products and delivered by Company under this Contract.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) the RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. TERM AND CONTRACT TIMES.

3.1 The term of this Contract will be from the Effective Date until the date of Completion of 6/14/2025. This Contract may be extended only by a City Change Order signed by both parties.

3.2 Substantial Completion by: 6/1/2025

3.3 FINAL INSPECTION

Upon email notice from Company that Substantial Completion of the Work is complete, City and Company will promptly make a final inspection and City will notify by email of all particulars in which this inspection reveals that the work is incomplete or defective. Company shall immediately take such measures as are necessary to complete such work or remedy such deficiencies.

3.4 FINAL PAYMENT

3.5.1 Application for Payment:

A. After Company has, in the opinion of City, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance instructions, schedules, guarantees, warranties, certificates of inspection and other documents, may submit an Invoice for final payment.

B. The final Application for Payment shall be accompanied (except as previously delivered) by:

- (1) consent of the surety, if any, to final payment; a list of all Claims against City that Company believes are unsettled; and
- (2) complete and legally effective releases or waivers (satisfactory to City) of all Claim rights arising out of or Claims filed in connection with the Work.

C. In lieu of the releases or waivers of Liens specified in Paragraph 3.5.1. B. and, as approved by City, Company may furnish receipts or releases in full and an affidavit of Company that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the work for which City might in any way be responsible, or which might in any way result in liens or other burdens on City, have been paid or otherwise satisfied. If any SubContractor or Supplier fails to furnish such a release or receipt in full, Company may furnish a bond or other collateral satisfactory to City to indemnify City against any such Claim.

3.5 CITY'S REVIEW OF APPLICATION AND ACCEPTANCE:

If, on the basis of City observation of the work during construction and final inspection, and City review of the final Application for Payment and accompanying documentation as required by the Contract Documents, City is satisfied that the work has been completed and other obligations of Company under the Contract Documents have been fulfilled, City will, within ten days after receipt of the final Application for Payment, indicate in writing City processing of payment. At the same time City will also give written notice to Company that the work is acceptable. Otherwise, City will return the Application for Payment to Company, indicating in writing the reasons for refusing final payment, in which case Company shall make the necessary corrections and resubmit the Application for Payment.

3.6 PAYMENT BECOMES DUE:

In accordance with F.S. 218, Florida Prompt Payment Act.

3.7 WAIVER OF CLAIMS:

3.7.1 The making and acceptance of final payment will constitute:

A. a waiver of all Claims by City against Company, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 3.4, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Company continuing obligations under the Contract Documents; and

B. a waiver of all Claims by Company against City other than those previously made in accordance with the requirements herein and expressly acknowledged by City in writing as still unsettled.

4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits, the prices set forth in Exhibit B constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform Services for the City on site at City facilities in Alachua, Florida, except as otherwise stated in this Contract or agreed in writing by the City.

5. OPTIONAL PRODUCTS AND SERVICES. The City may in its discretion purchase from the Company optional Products and Services beyond that called for in the Specifications, provided that such purchase is authorized by City Purchasing Sale Policy and Regulations without a formal Proposal process.

6. DOCUMENTATION. The Company will provide for all Products purchased under this Contract written or electronic documentation that is complete and accurate and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.

7. COMPENSATION. The City shall pay the Company for the Products and Services delivered in compliance with the specifications at the prices set forth in Exhibit B. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written City Change Order duly executed by both parties. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit B.

8. PRODUCT SUBSTITUTION. If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to additional purchasing requirements. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City operating environment and is of equivalent or better quality. Any substitution will be approved by a written signed change order.

9. BILLING. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send a copy of each invoice and required documentation by email to:

Damon Messina, Project Manager - da_messina@cityofalachua.org

cc: Accounts Payable, Attn.: Robert Bonetti - finance@cityofalachua.org

The City is tax exempt from Florida sales tax. Exempt Certificate No 85-8012595867C-6.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice.

10. CONTRACT MONITORING. The City shall have the right to audit Company compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within twenty (20) days of notification of non-compliance.

11. REPORTING. The Company shall provide such written reports as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. AUDIT. During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company compliance with the terms and conditions of the Contract or City payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. GENERAL WARRANTIES. Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Missouri, and is qualified to do business in the State of Florida; It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

13.2 The execution, delivery, and performance of this Contract have been duly authorized by Company;

13.3 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

13.4 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.5 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material

respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the Products and Services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS. All Products and Services delivered under this Contract shall be compliant with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME. When delivery time is in the form of a specific delivery date or maximum number of days for delivery, time is of the essence. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and high-grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. New means the item has been recently produced and has not been previously sold or used.

When this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. DESIGN AND/OR MANUFACTURER REQUIREMENT. All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.

19. INSPECTION AT COMPANY'S SITE. The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. PREPARATION FOR DELIVERY.

20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).

20.3 Shipping. The Company shall follow all shipping instructions included in the RFP, the City purchase order or in the Contract.

20.4 All shipping costs shall be prepaid by and are the sole responsibility of the Company.

21. ACCEPTANCE OF PRODUCTS/SERVICES. The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at Company expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of Products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. GUARANTEE. Unless otherwise specified by the City, the Company guarantees the materials and workmanship on all Products and Services for the guarantee period associated with a specific product or services, as specified in Company documentation and quotation in this Contract or companion RFP. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. NO LIENS. All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

24. MANUFACTURER OR DEALER ADVERTISEMENT. No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. RIGHT TO COVER. If the Company fails to comply with any term or condition of the Contract or the Company response to the RFP, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

(A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and

(B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company response to the RFP.

26. RIGHT TO WITHHOLD PAYMENT. If Company breaches any provision of the Contract the City shall have the right to withhold all payments related to the breach due to the Company until such breach has been fully cured.

27. OTHER REMEDIES. Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. TERMINATION.

28.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving thirty (30) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving sixty (60) days written notice to the City.

28.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part, assets, or properties of the other.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

28.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or

28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

28.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

28.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all files, documentation, data, media, related material and any other information, or compact discs owned by the City; (b) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

28.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any deliverable supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

28.7 **AUTHORITY TO TERMINATE.** The City Manager or designee is authorized to terminate this Contract on behalf of the City.

28.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

28.8.3 Performing the transition service plan activities;

28.8.4 Answering questions regarding the Products and Services on an as-needed basis; and

28.8.5 Providing such other reasonable Services needed to effectuate an orderly transition.

29. **NO DELAY DAMAGES.** Under no circumstances shall the City be liable to the Company for any damages arising from delay in performance.

30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

32. **INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from Company failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City

officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

33. INSURANCE. Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Alachua, authorized to do business in the State of Florida:

(A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

(B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for Products, Services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

(C) Workers' Compensation: Meeting the statutory requirements of the State of Florida and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or Services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 32.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in Florida recognized by the Department of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Alachua contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible

in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Nothing contained in this Contract shall be construed as a waiver of City sovereign immunity, to increase the limited waiver of sovereign immunity or extend the City Liability beyond the limits established in Section 768.28, Florida Statutes, or any other limitation on City potential liability under state and federal law.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City Commercial Non-Discrimination Policy, as described in its Purchasing and Sales Policy and Regulations Manual "City Manual", found and published on the City website and incorporated herein in its entirety. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on all City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five (5) years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on City request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non- Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. USE OF CITY SEAL AND OTHER CITY RELATED LOGOS

The City Manager/Clerk shall, review prior to production, all products and materials that include the official city seal and any other city related logos.

36. WORK ON CITY PREMISES. The Company will ensure that its employees and agents shall, whenever on City premises, obey all instructions and directions issued by the City project manager or designee with respect to work on City premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on City premises.

37. BACKGROUND CHECKS. The Company agrees that it has conducted or will conduct background checks on all personnel who will be working City premises or right of way or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at a City facility. Background check will include at a minimum:

- a. Criminal records search,
- b. Identification verification; and
- c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform Services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City and obtain City approval.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) Company policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed for drug abuse violations;

38.3 Notify each employee that as a condition of employment, the employee will (i) execute an acknowledgement and pledge to abide by the terms of the prohibition outlined above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be grounds for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by electronic mail to the intended recipient at the address set forth below. Notice shall be effective upon the date and time of transmission to the intended recipient. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension,

amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Ashley Reynolds	Mike DaRoza
Contract Administrator, American Ramp Company	City Manager
601 S. McKinley Avenue	PO Box 9
Joplin, MO 64801	Alachua, Florida 32616
Phone: 417-206-6816 x185	Phone: 386-418-6100
E-mail: areynolds@americanrampcompany.com	E-mail: wi_daroza@cityofalachua.org
With Copy To:	With Copy To:
Asa Beckham	Damon Messina, Recreation & Culture Director
Action Sports Development Specialist	Project Manager
601 S. McKinley Avenue	15100 NW 142 nd Terrace
Joplin, MO 64801	Alachua, Florida, 32615
Phone: 417-206-6816 x185	Phone: 386-418-6100
E-mail: abeckham@americanrampcompany.com	E-mail: da_messina@cityofalachua.org

All other notices shall be sent to the Project Manager of the other party at the most recent email address provided by the other party.

40. SUBCONTRACTING. The Company shall not subcontract any of its obligations under this Contract without City prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. Could not have been prevented by reasonable precaution; and,
- B. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such

Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by

telephone (to be confirmed by email notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42. MISCELLANEOUS.

42.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the Sourcewell Contract #112420 (Exhibit E) will be relevant in resolving any ambiguities that may exist with respect to the language of this Contract

42.2 AMENDMENT. No amendment or change to this Contract shall be valid unless by Change order on the City form executed by the City Manager and Company Some changes may also require approval by the City Commission.

42.3 GOVERNING LAW AND JURISDICTION. Florida law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to Minnesota and Missouri conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state court sitting in Alachua County, Florida. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Alachua County, Florida

42.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 43.8 constitutes an assignment.

42.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

42.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers. See also Section 35.

42.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

42.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

42.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

42.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

42.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

42.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term and Contract Times"
Section 12	"Audit"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 27	"Other Remedies"
Section 28	"Termination"
Section 32	"Indemnification"
Section 33	"Insurance"
Section 39	"Notices"

Section 42 "Miscellaneous"

42.13 COUNTERPARTS. This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY:

BY: 

PRINT NAME: John Hunter

TITLE: CEO

DATE: 9/10/24

CITY OF ALACHUA

ATTEST:

BY: _____

BY: _____

PRINT NAME: Mike DaRoza

PRINT NAME: _____

TITLE: City Manager

TITLE: _____

Exhibit A Scope of Work

Manufacturing, shipping and full installation of skatepark equipment located at the Alachua Skatepark for design #8839.

TASK 1.0 – INSTALLATION PHASE

1.1 INCLUDES:

- Manufacturing of skatepark equipment
- Shipping of skatepark equipment
- Mobilization
- Installation of skatepark equipment
- Project management
- Supplies
- Tools
- Materials

1.2 EXCLUDES*:

- Erosion and sediment control
- Landscaping, site and turf restoration post skatepark construction
- Sidewalks/walkways and site amenities of any kind
- Permits, construction documents, fees and/or engineering and stamping.
- Utility, mechanical, electrical, plumbing work, relocation or repairs of any kind.
- Removal and/or replanting of any trees or shrubs or protection of trees and shrubs.
- Prevailing wage
- Removal of existing equipment
- Any work not specifically indicated above.

CUSTOMER PROVIDES*:

- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.

*All items above can be provided for an additional fee.

Task 1.0 Deliverables:

- Fully constructed skatepark.

EXHIBIT B

601 S. McKinley Ave
 Joplin, MO 64801
 Toll-free: 800-RAMP-778
 Local: 417-206-6816
 Fax: 417-206-6888
 sales@americanrampcompany.com



Quote #	Design #	Customer	Date	Designer
Q27985.0	8839	City of Alachua	07-30-24	Chuck Dodge

<u>Item</u>	<u>Obstacle</u>	<u>Height</u>	<u>Width</u>	<u>Length</u>	<u>Pro Series</u>
1	Bank Ramp	3.0'	4.0'	11.0'	
2	Bank Ramp	3.0'	4.0'	11.0'	
3	Quarter Pipe	4.0'	4.0'	11.0'	
4	Quarter Pipe	4.0'	4.0'	11.0'	
5	Pyramid Corner (Radius) 45 Degree	4.0'	4.9'	6.9'	
6	Quarter Pipe	4	4.0'	11.0'	
7	Bowled Corner 45 Degree	4.0'	11.0'	11.0'	
8	Quarter Pipe	4.0'	4.0'	11.0'	
9	Quarter Pipe	4.0'	4.0'	11.0'	
10	Quarter Pipe	4.0'	4.0'	11.0'	
11	Bowled Corner 45 Degree	4.0'	11.0'	11.0'	
12	Quarter Pipe	4	4.0'	11.0'	
13	Pyramid Corner (Radius) 45 Degree	4.0'	4.9'	6.9'	
14	Quarter Pipe	4.0'	4.0'	11.0'	
15	Quarter Pipe	4.0'	4.0'	11.0'	
16	Wedge, Flat, Stair	1.5'	4.0'	17.0'	
17	Grind Rail (Round)	1.5'	2"	8.0'	
18	Wedge, Flat, Stair	1.5'	4.0'	17.0'	
19	Wedge, Flat, Wedge	1.5'	4.0'	20.0'	
20	Planter (2' wide)	3.0'	2.0'	20.0'	
21	Wedge, Flat, Wedge	1.5'	4.0'	18.0'	
22	Pyramid Section (Wedge)	1.5'	6.0'	18.0'	
23	Grindbox	1.0'	4.0'	8.0'	
24	Grind Rail, Kinked (Round)	1.5'	2"	18.0'	
25	Bank Ramp (Wedge)	2.0'	8.0'	8.0'	
26	Bank Ramp (Wedge)	2.0'	8.0'	8.0'	
27	Grind Ledge	1.5'	6"	18.0'	
28	Quarter Pipe	5	4.0'	11.0'	
29	Quarter Pipe	5	4.0'	11.0'	
30	Quarter Pipe	4	4.0'	11.0'	
31	Quarter Pipe	4	4.0'	11.0'	
32	Pyramid Corner (Radius) 90 Degree	4	6.9'	6.9'	
33	Quarter Pipe	4	4.0'	7.0'	
34	Quarter Pipe	4	4.0'	11.0'	
35	Quarter Pipe	4	4.0'	11.0'	
36	Quarter Pipe	4	4.0'	11.0'	
37	Quarter Pipe	4	4.0'	11.0'	
38	Quarter Pipe	4	4.0'	11.0'	
39	Quarter Pipe	4	4.0'	11.0'	
40	Quarter Pipe	4	4.0'	7.0'	
41	Pyramid Corner (Radius) 90 Degree	4	6.9'	6.9'	
42	Quarter Pipe	4	4.0'	11.0'	
43	Quarter Pipe	4	4.0'	11.0'	
44	Quarter Pipe	4	4.0'	11.0'	

45	Grind Rail (Round)	1	2"	20.0'
46	Grindbox	8"	4.0'	8.0'
47	Grindbox (2' Wide)	14"	2.0'	12.0'
48	Skate Bench	1	1.0'	6.0'
49	Skate Bench	1	1.0'	6.0'
50	Quarter Pipe	2	4.0'	9.0'
51	Quarter Pipe	2	4.0'	9.0'
52	Quarter Pipe	2	4.0'	9.0'

TOTAL	\$246,991.90
Sourcewell Discount	-\$17,289.43
GRAND TOTAL	\$229,702.46

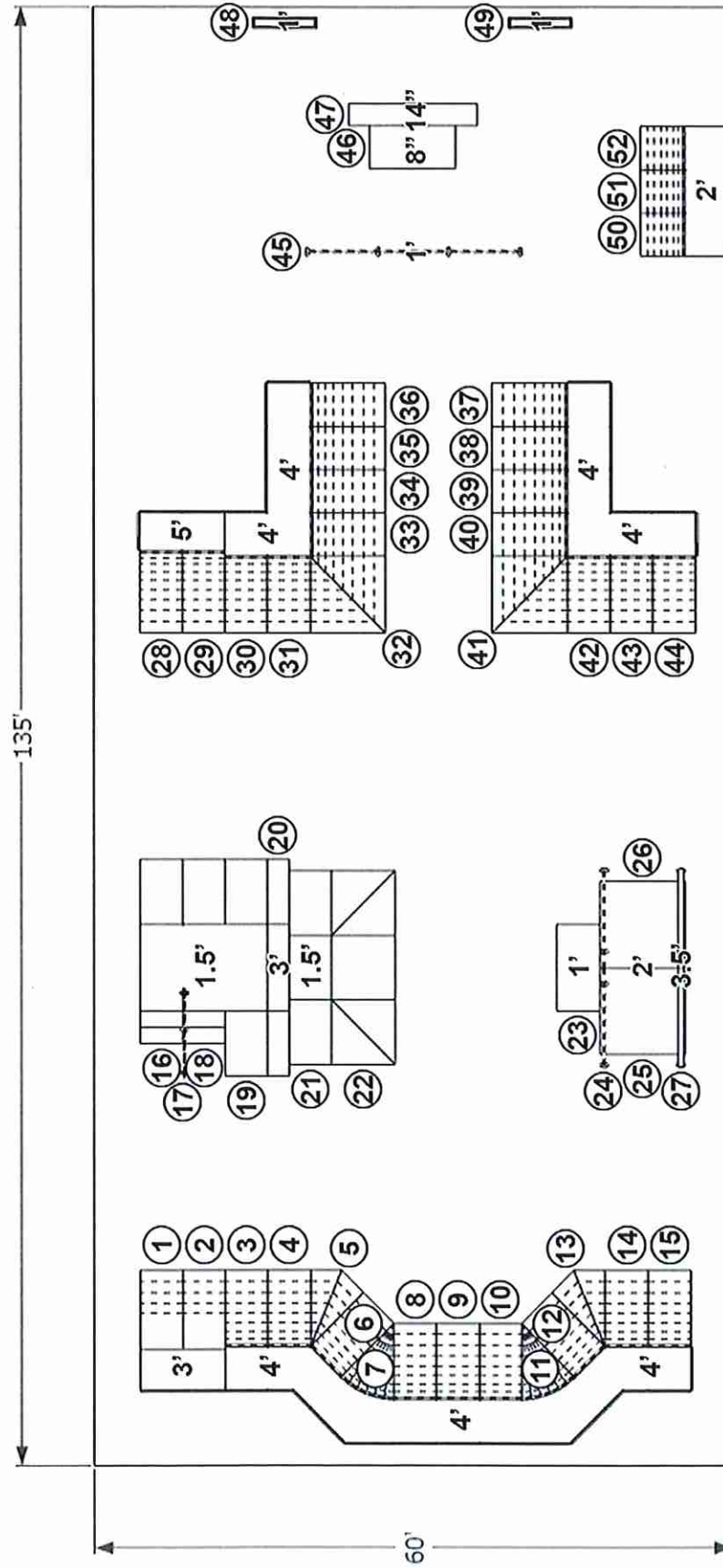
Signature: _____ Date: _____

Notes:

- This turnkey quote includes Equipment, Shipping, and Installation.
- This quote includes a Sourcewell discount (if procured through Sourcewell Purchasing Co-Op).
- This quote does not include prevailing wage. If applicable, call for revised quote.
- This quote does not include sales tax. If applicable, call for revised quote.
- Quote is good for 30 days.

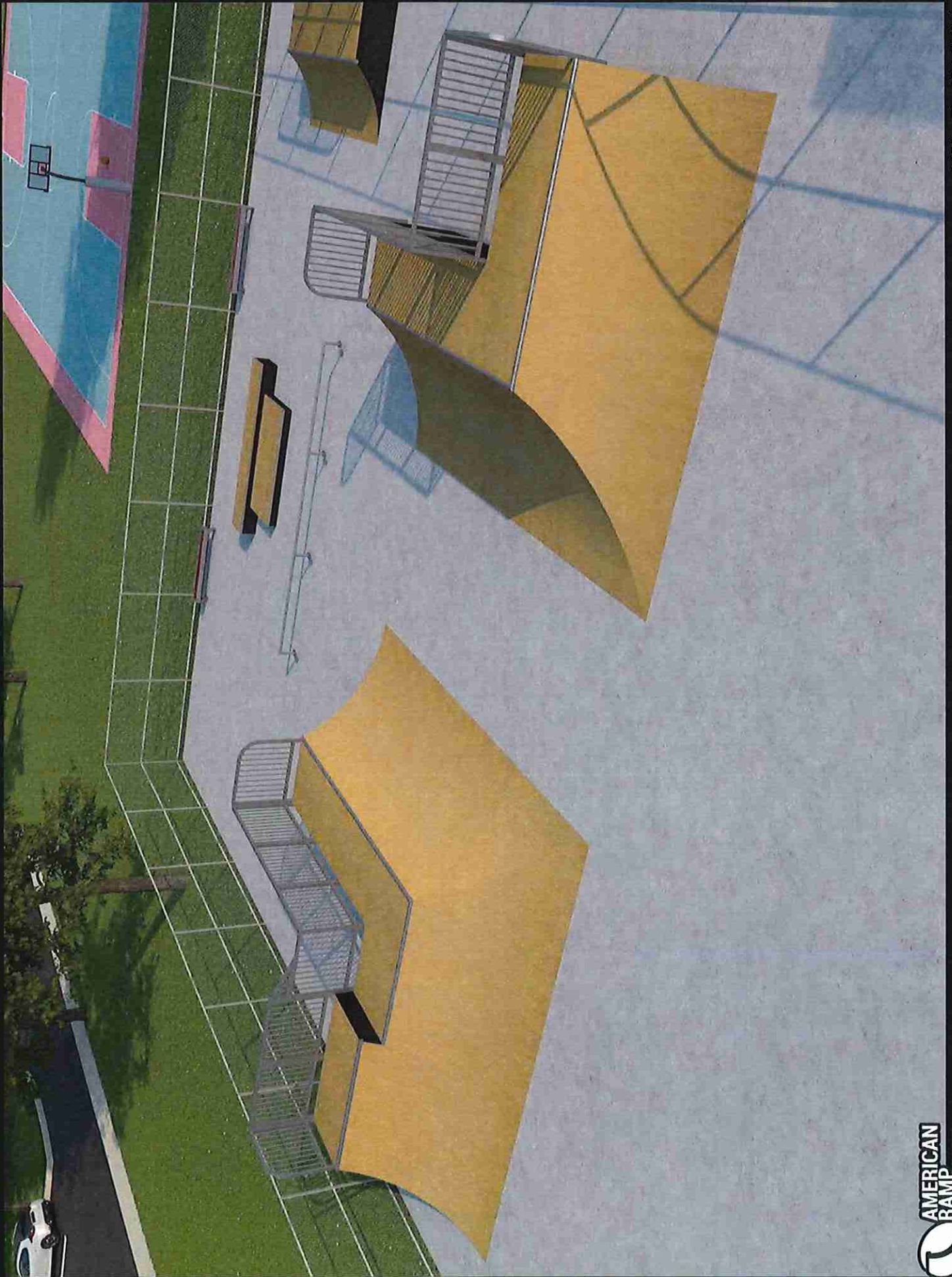
Purchase through our competitively bid government Sourcewell contract.

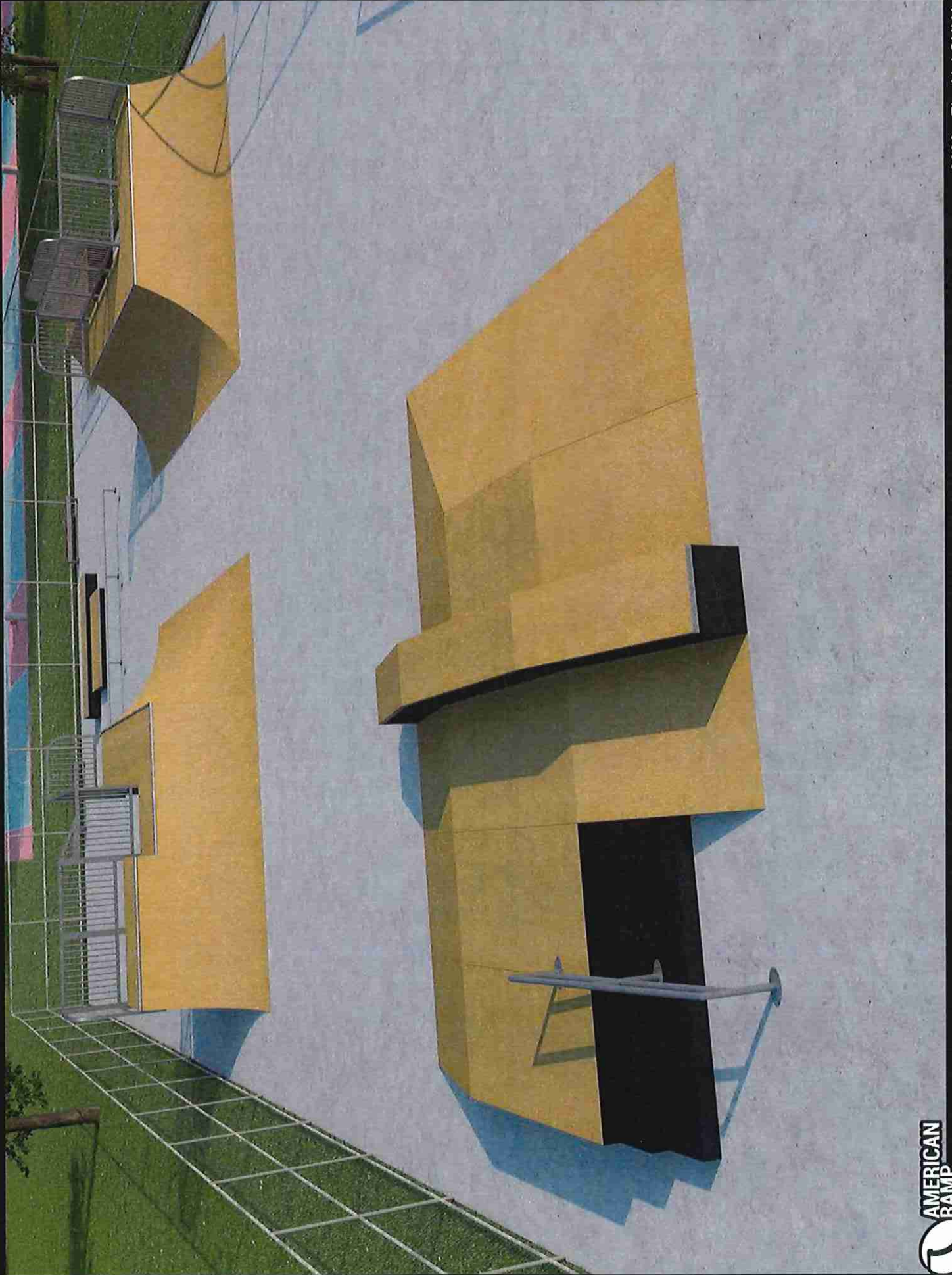


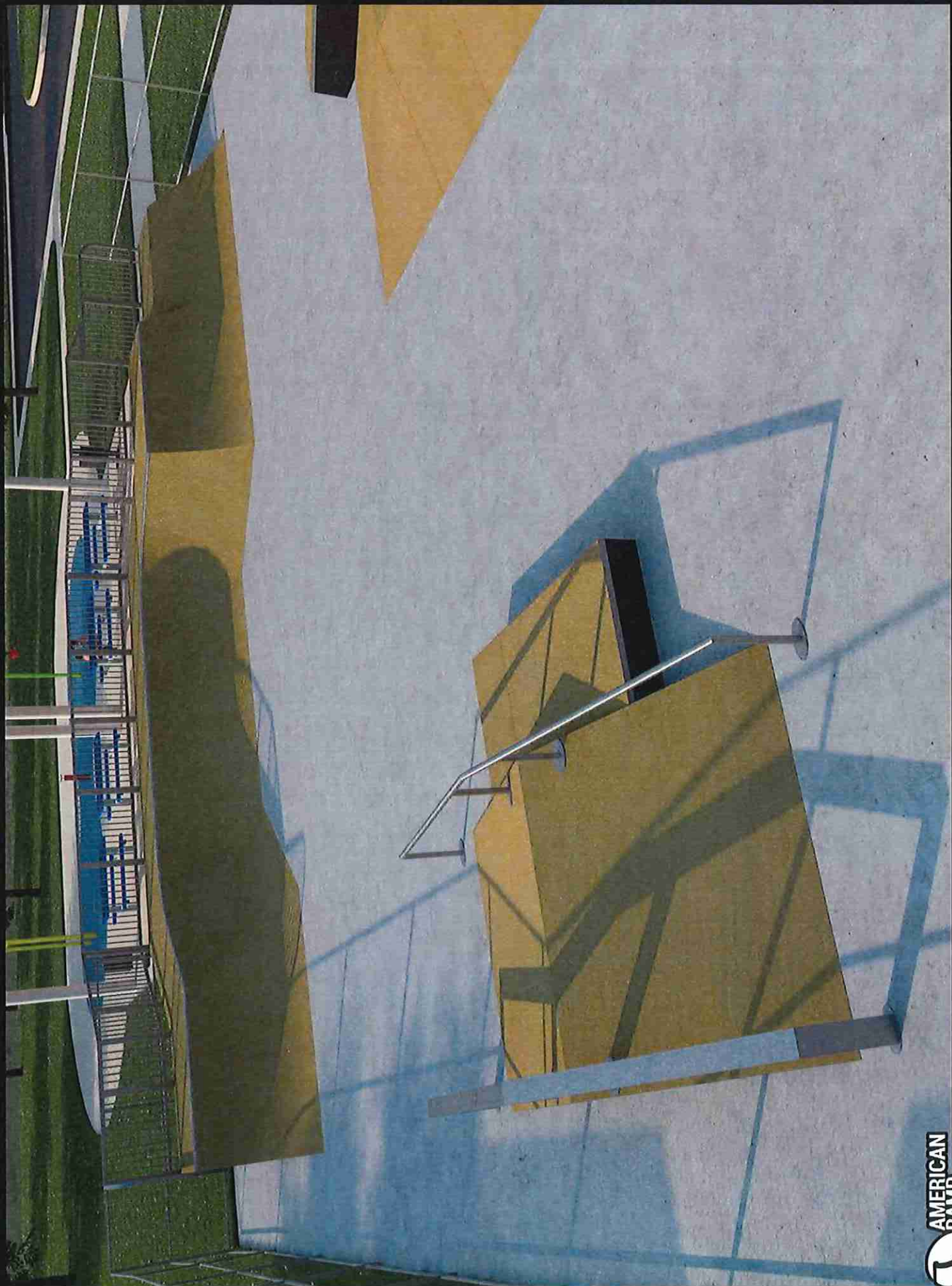












PRO SERIES WARRANTY

20 YEAR LIMITED ON ALL STEEL RAMP COMPONENTS

* Begins on the date of delivery or when the on-site work is complete, under the condition that the skatepark equipment has no defect in material and/or workmanship. Should purchaser believe American Ramp Company has failed to meet the terms of this warranty, they shall notify American Ramp Company, and American Ramp Company shall, at its sole discretion, repair or provide replacement parts. Installation of replacement parts are not covered under this warranty and freight is to be prepaid by purchaser. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.

EXCEPTIONS TO WARRANTY

Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warrantied. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company. American Ramp Company will in no way be held liable for any damages, problems, or injuries that occur as a result of an installation that is not factory installed or supervised by factory trained personnel.

DISCLAIMER OF CONSEQUENTIAL DAMAGES

American Ramp Company shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.

SAFETY

Purchasers are responsible for ordering equipment appropriate to the level of expected users. Equipment should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc).

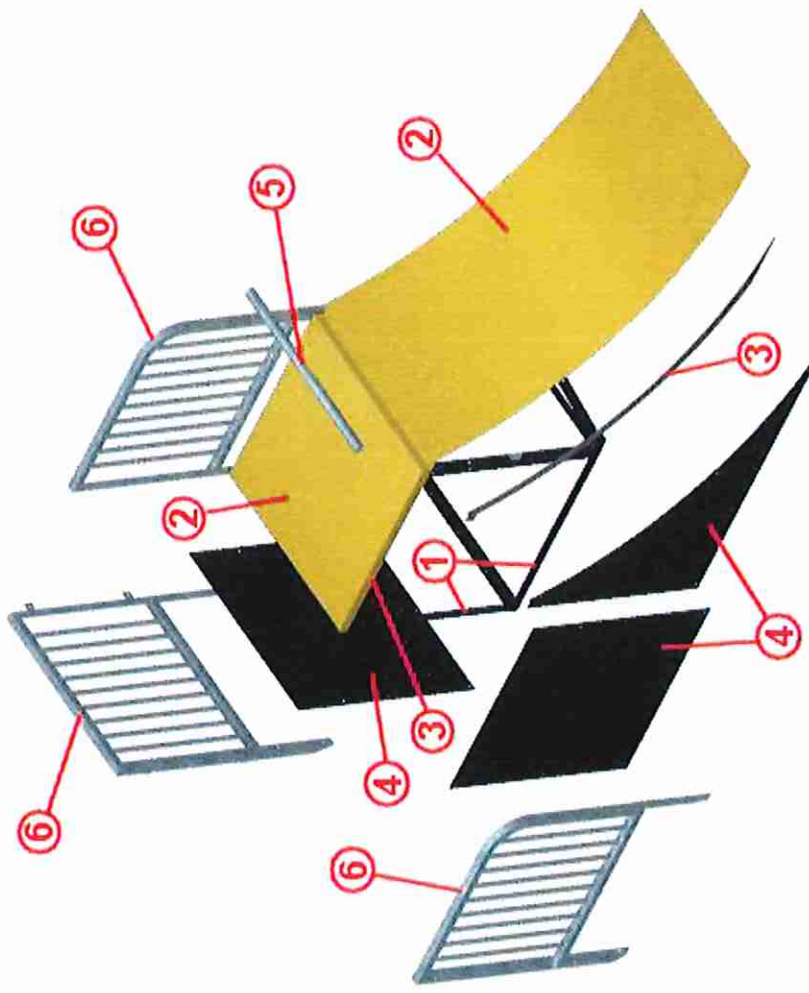
PURCHASER _____

REP. _____

DATE _____



Pro Series Submittals

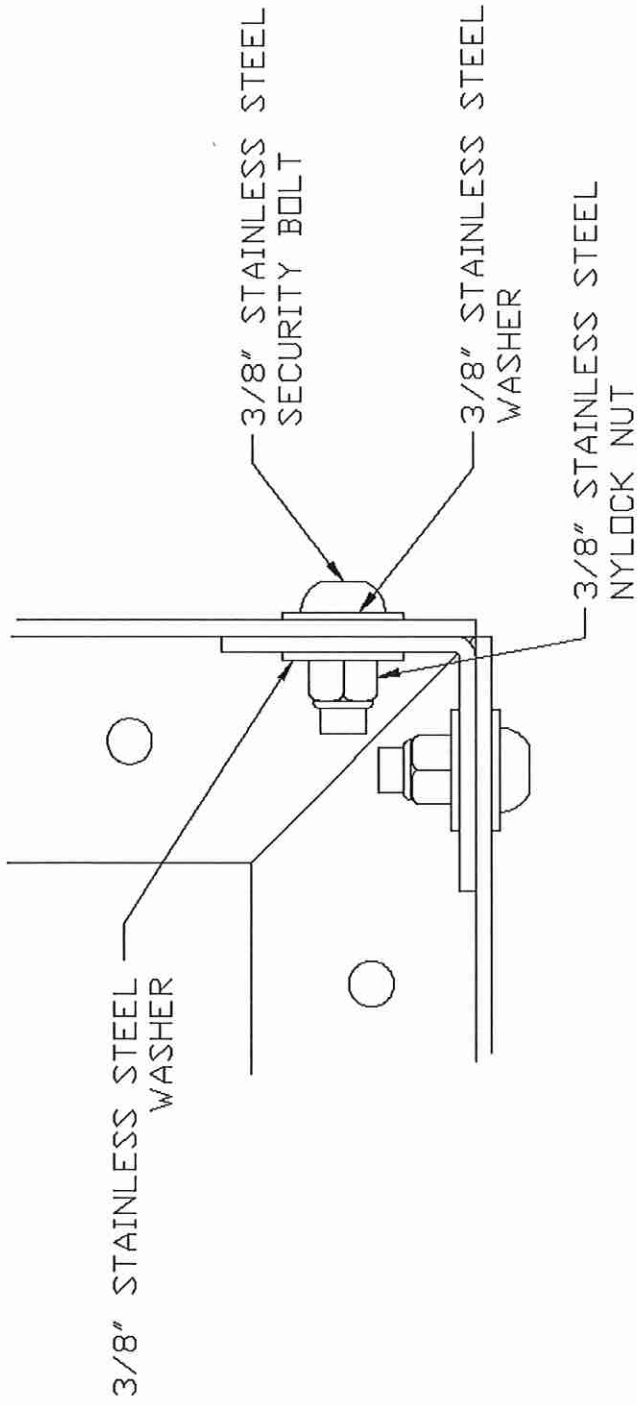


- 1 **Framework**
10-gauge galvanized laser-cut, CNC-formed metal framework,
Meets ASTM specification A653/A1011, Powdercoat paint finish
- 2 **Riding Surface**
7-gauge galvanized metal riding surface,
Meets ASTM specification A653/A1011, MaxGrip powdercoat paint finish
- 3 **Support**
7-gauge galvanized laser-cut metal support rib,
Meets ASTM specification A653/A1011, MaxGrip powdercoat paint finish
- 4 **Enclosures**
13-gauge galvanized laser-cut metal enclosure,
Meets ASTM specification A653/A1011, Powdercoat paint finish
- 5 **Coping**
2 3/8" O.D. Schedule 40 pipe coping,
Meets ASTM specification A500 GRB, Hot-dipped galvanized finish,
Meets ASTM specification A123.
- 6 **Platform Guards**
Vertical-baluster platform guards,
Meets ASTM specification A568/A1011 for sheet metal components,
Meets ASTM specification A500 GRB for tubing and pipe components,
Hot-dipped galvanized finish,
Meets ASTM specification A123.

SL-Pro Series Submittals-A-

601 McKinley Avenue, Joplin, MO 64801
Toll Free 877.RAMP.778
Fax 417.206.6888

*All equipment meets ASTM F2334-09 (2017) Guidelines

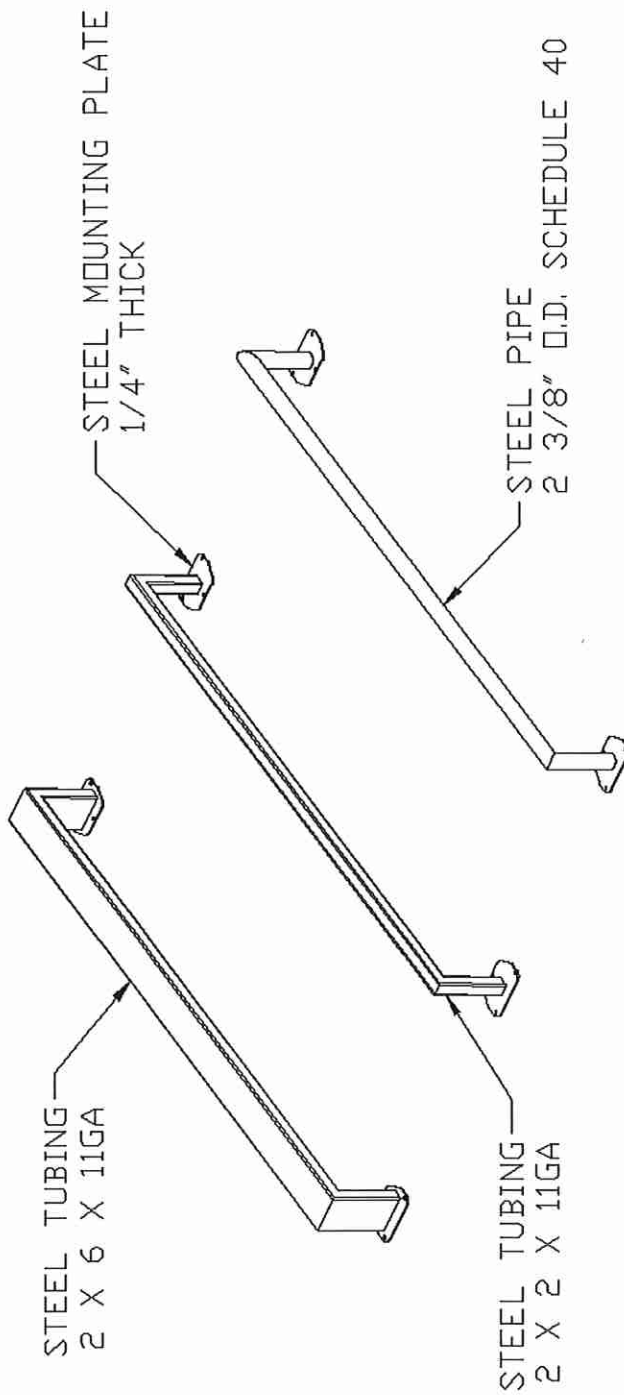


Typical Structural Framework Fastening

SL-Pro Series Submittals-A-

601 McKinley Avenue, Joplin, MO 64801
Toll Free 877.RAMP.778
Fax 417.206.6888

*All equipment meets ASTM F2334-09 (2017) Guidelines



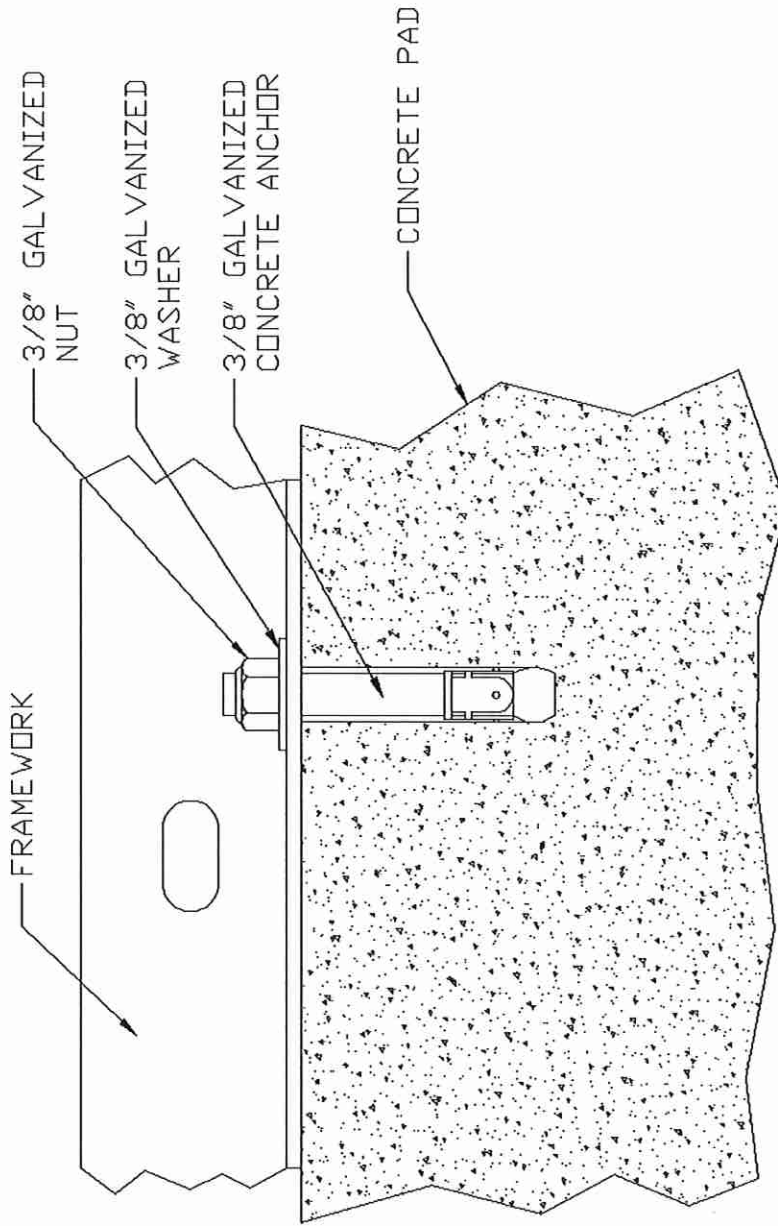
Available Grind Rail Options

- (3) Section shapes available: 2X6 rectangular tubing, 2X2 square tubing, and 2 3/8" O.D. round pipe.
- Tubing and pipe; meets ASTM specification A500 GRB.
- Hot-dipped galvanized finish; meets ASTM specification A123.
- Base plates are CNC cut for precision.
- (936) Standard obstacle-mounted grind rails and (139) standard ground-mounted grind rails available to choose from.

SL-Pro Series Submittals-A-

601 McKinley Avenue, Joplin, MO 64801
Toll Free 877.RAMP.778
Fax 417.206.6888

*All equipment meets ASTM F2334-09 (2017) Guidelines



Typical Anchoring Detail

- This detail is typical for installation on concrete pads.
- Ramps cannot be anchored to asphalt pads.
- Ground-mounted obstacles placed on asphalt pads that require anchoring to function properly, utilize an alternate anchoring technique.

SL-Pro Series Submittals-A-

601 McKinley Avenue, Joplin, MO 64801
Toll Free 877.RAMP.778
Fax 417.206.6888

*All equipment meets ASTM F2334-09 (2017) Guidelines



Solicitation Number: #112420

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and American Ramp Company, Inc., 601 S. McKinley Avenue, Joplin, MO 64801 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 28, 2024, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

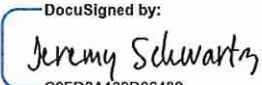
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

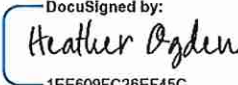
Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

American Ramp Company, Inc.

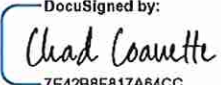
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 12/21/2020 | 6:39 AM CST

DocuSigned by:

By: 1EE609FC28EF45C...
Heather Ogden
Title: Senior Project Manager

Date: 12/18/2020 | 12:21 PM PST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 12/21/2020 | 7:45 AM CST

RFP 112420 - Skatepark, Bike Park, and Pump Track Solutions with Related Equipment, Accessories, and Services

Vendor Details

Company Name: AMERICAN RAMP COMPANY INC

Does your company conduct business under any other name? If yes, please state: Progressive Bike Ramps

Address: 601 S. McKinley Avenue
Joplin, MO 64801

Contact: Heather Ogden

Email: heather@americanrampcompany.com

Phone: 417-206-6816

Fax: 417-206-6816

HST#: 35-2353308

Submission Details

Created On: Tuesday November 17, 2020 16:21:59

Submitted On: Tuesday November 24, 2020 15:51:23

Submitted By: Heather Ogden

Email: heather@americanrampcompany.com

Transaction #: 089feccc-a745-487f-bbcb-fdebd078f1ed

Submitter's IP Address: 69.92.90.122

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	American Ramp Company, Inc.
2	Proposer Address:	601 S. McKinley Avenue Joplin, MO 64801
3	Proposer website address:	www.americanrampcompany.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Heather Ogden Senior Project Manager heather@americanrampcompany.com (417) 206-6816
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heather Ogden Senior Project Manager heather@americanrampcompany.com (417) 206-6816
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jonathon Hunter Vice President john@americanrampcompany.com (417) 206-6816

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	American Ramp Company is the premier global action sports development company. Serving municipalities, camps, and private individuals throughout the world with turnkey design, manufacturing and construction services. At American Ramp Company we strive to provide excellent customer service, quality equipment and products to our valued customers. American Ramp Company is the result of one skateboarder's dream to do what he loved. The son of missionaries growing up in a remote part of Southeast Asia, ARC founder and president, Nathan Bemo was always looking for a place to skateboard, and if he could not find a place, he made a place. Starting American Ramp Company out of his garage 23 years ago, it is Nathans passion for skateboard and action sports that has positioned ARC as a world class designer and builder of action sports facilities. To this day, Nathan is very active in our design department simply because he loves designing obstacles and park layouts that skaters and bikers want to ride. ARC is the only action sports contractor in the world that offers every skate and bike park build method. This puts ARC in a unique position to approach our customers as experts with solutions and not as a salesperson that only has one agenda to push. Our belief is that every community has users who are drawn to individual focused action sports over team sports. It is our mission to be a resource to any community who makes a commitment to invest in safe and fun infrastructure for skaters and bikers. For more than 20 years, we have built and maintained constant focus on enriching the life of all end users of our parks by providing high end parks that entire families can enjoy together. We employ the most talented and qualified individuals in the business who are each dedicated to producing the absolute best product for our customers. At American Ramp Company we are a family. We believe that communities need challenging and safe places to gather and recreate. Our passion is focused on action sports as designers, builders and participants. Getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.
8	What are your company's expectations in the event of an award?	American Ramp Company has held a Sourcewell contract for several years and our goal has always been to develop relationships with new and existing Sourcewell customers. We will continue to utilize Sourcewell as our primary procurement vehicle. We will continue to encourage non-members to join Sourcewell and purchase direct utilizing the Sourcewell contract if awarded. We have a dedicated manager to oversee our Sourcewell contract who has familiarized themselves with every aspect of the Sourcewell contract and is available to assist our sales team in the event that our customers have any questions regarding purchasing direct using Sourcewell. ARC is very comfortable with Sourcewell and are confident that it is the best option to serve our customers.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please review the attached confidential financial statements demonstrating our strength and stability. Also attached you will find a letter of credit from our financial institution, a letter from our bonding agent regarding our bonding capacity, as well as a variety of reference letters from some of our customers. Note: The financial statements submitted are intended only for the submittal of this bid and is confidential material that is NOT for public viewing
10	What is your US market share for the solutions that you are proposing?	Because we offer a variety of products and solutions across the Action Sports landscape our market share varies within each segment. For skatepark design and construction we would consider ourselves to hold the largest share of the market for all of the various construction methods and that share would make up roughly 15% of the entire US skatepark market. When it comes to Pumptrack we hold over 50% of the market for hard surface Pumptrack and over 75% of the modular pumptrack market. This 75% market share also extends to manufactured bike park equipment.
11	What is your Canadian market share for the solutions that you are proposing?	Our Canadian market share for manufactured skatepark equipment equals well over 50% of the market. We also have over 50% of the modular pumptrack market and around 25% of the built-on site hard surface pumptrack market share.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	American Ramp Company would be best described as a manufacturer and service provider. ARC employs a captive sales force with fourteen factory direct sales people whose sole focus is toward the sale of ARC products and services. Our Action Sports Sales Specialists cover the entire US and Canada collectively by normally spending 50% of their time meeting customers face to face. ARC also has a department of business development specialists who spend 100% of their time developing new relationships by researching projects and calling potential customers and qualifying them for our sales force.
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	American Ramp Company maintains all necessary certifications required to do business in all 50 states in the U.S, as well as Canada. ARC holds several contractor's licenses throughout the US as required and ensures that all subcontractors involved on our projects have proper licensing and comply with local and state laws regarding their registrations or licenses. American Ramp Company is also an approved vendor and holds local business' licenses in many cities in US and Canada as required as well.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	*Griffin Bike Park, Terre Haute, IN – 2017 NRPA National Facility or Park Design Award *Festival Fields Park, Avondale, AZ – 2020 APRA Outstanding Facility of the Year for Population 10,001-100,000 Award *Lake Cunningham Bike Park, San Jose, CA – 2018 American Public Works Association Project of the Year *Sedona Bike Skills Park, Sedona, AZ – 2019 APRA Outstanding Facility for Populations under 10,000 Award *Mansel Carter Oasis Park, Queen Creek, AZ – 2019 APRA Outstanding Facility for Populations 10,001-100,000 Award *Ronald Reagan Sports Park, Temecula, CA – 2020 APWA/IE Small Project of the Year Award *Featured in Several Parks and Recreation Magazines as well as industry related magazines
17	What percentage of your sales are to the governmental sector in the past three years	85% of sales are with government entities generally including state county and municipal agencies as well as a variety of parks commissions. Roughly 5% of our business is with the federal government and about 10% private
18	What percentage of your sales are to the education sector in the past three years	12. Historically less than 1% of our sales are in the public education sector. With the increase in school sponsored cycling teams we are beginning to see a demand emerge for bike focused infrastructure on school property. In mid-2020 we kicked off a campaign to develop sales channels for schools with our bike focused products.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buy Board – Contract No. 592-19 Sales: 2020 through 10/31/2020: \$110,882.39 2019: \$0.00 2018: \$70,110.18 2017: \$0.00 PA Costars – Contract No. 014-002 Sales: 2020 through 10/31/2020: \$0.00 2019: \$0.00 2018: \$0.00 2017: \$0.00 State of New Jersey Purchasing Contract – Contract No. 16-FLEET-00129 Sales: 2020 through 10/31/2020: \$0.00 2019: \$0.00 2018: \$0.00 2017: \$194,044.06 Sourcewell – Contract No. 030117-ARC Sales: 2020 through 10/31/2020: \$1,591,033.15 2019: \$870,472.71 2018: \$ 2,550,829.90 2017: \$1,634,285.65 CMAS – Contract No. 4-19-78-0034B No project performed under CMAS Contract at time of bid
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract No. GS-03F-064GA 2020 through 10/31/2020: \$0.00 2019: \$147,000.00 2018: \$127,400.00 2017: \$0.00

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Norman Parks and Recreation Department	James Briggs, Park Planner II	405-366-5480	*
City of Salina Parks and Recreation Department	Chris Cotten, Director	309-212-4796	*
City of Newtown Parks and Recreation Department	Amy Mangold, Director	203-270-4342	*
NYC Parks	Martin Maher, Brooklyn Commissioner	718-965-8920	
City of Fort Atkinson Parks and Recreation Department	Scott Lastusky, Former Director	920-988-9007	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Norman	Government	Oklahoma - OK	*Bike Park Design *Custom Built Bike Park with Trails and PBR Equipment *Skatepark Design *Custom onsite construction of concrete/shotcrete skatepark that included a custom hybrid half pipe. *Custom Rockwork and Paved trails around Blake Baldwin Skatepark *Custom Sign for Blake Baldwin Skatepark	2018: \$237,232.70 2019: \$ 985,620.00 2020: \$ 3,500.00	\$1,226,352.70	*
City of Rogers	Government	Arkansas - AR	*Bike Park and Asphalt Pump Track Design *Custom Asphalt Pump Track Construction *Manufacture and Installation of PBR Features in Bike Park *Trail Construction	2020: \$626,000.00 2020: \$85,000.00 2020: \$16,500.00	\$ 727,500.00	*
City of Las Vegas	Government	Nevada - NV	*Asphalt Pump Track Design and CD's *Asphalt Pump Track Construction *Design, Manufacturing and Installation of three Pro Series Skateparks	2019: \$18,200.00 2020: \$201,788.00 2020: \$490,000.00	\$ 709,988.00	*
City of Reno	Government	Nevada - NV	*Design and CD's of Skatepark * Stamped Construction Documents *Pre-cast Skatepark Manufacture and Installation *Manufacture of PBR Features for Bike Park	2017: \$5,000.00 2017: \$15,000.00 2017: \$ 219,344.53 2017: \$4,900.00 2018: \$266,153.23 2019: \$11,721.88	\$522,119.64	*
Miami Parking Authority	Non-Profit	Florida - FL	*Design, CD's and Construction of custom concrete/skatepark located under I-5 Freeway	2019: \$ 1,100,000.00	\$1,100,000.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party),

and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	American Ramp Company can assist our customers through every level of park development all within our own in-house team members. ARC employs a captive sales team which is structured to operate within designated regions. Currently, we have the following in house sales staff members: • Two In-house Sales Representatives for East Coast • Two In-house Sales Representatives for Central Region • Three In-house Sales Representatives for West Coast • Three In-house Sales Representatives for Canada • Three In-house Sales Representatives for International • One In-house Sales Representative for Maintenance Products • Two In-house Business Development Team Members At the sales level our team is actively working with over 3,000 individual clients who are at different stages of project development. We normally attend every state's park and recreation conference and tradeshow to make ourselves available to our current customers and to develop new relationships. This past year that has proven difficult, so we have attended the ones we are able to attend and have had hundreds of meetings with our clients virtually. On a normal basis our sales team spend approximately 50% of their time on the road meeting with our clients to advance the progress of their projects.
24	Dealer network or other distribution methods.	We have non-exclusive relationships with many dealers who have customers that are interest in our services and products. Our dealers will ask that we assist them in providing action sports solutions to their customers since those recreation segments are outside of their depth. Most of these dealer relationships are with Play Power dealers and reps which make the Sourcewell conversation very clean since they too carry a Sourcewell contract. Sales through these dealer relationships represent less than 5% of our total sales as most of our projects are worked factory direct through our captive sales force.
25	Service force.	Customer service and warranty service is all handled completely in our office by our customer support and installation staff. The parks and recreation market is a very connected one so we understand the importance of customer experience and want to control every aspect of that directly. We have more than 30 trained equipment installers, onsite construction crew members and maintenance staff to be able to deliver the highest quality parks to any customer. Our dedicated maintenance staff has the ability to handle warranty claims and provide ongoing maintenance options to our customers on a very quick turnaround because it is all handled directly from our corporate headquarters.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	While we are working on a project, we assign a Project Manager that is directly responsible for continuing communication on a regular basis with the customer. We strive to make sure that we are providing them with whatever they need to continue success while moving to completion of their project. We have recently implemented the use of Buildertrend Software that allows us to give the customer access to daily reports, photographs, weather reports, schedule and many other items to ensure they are constantly informed of what is happening on their project. Once a project is completed we take a proactive approach to the customer and project installation by contacting them at least twice a year to check in and make sure that everything is going well and that they are happy with the work that we did. This approach serves two purposes, customer satisfaction, but also helps ARC maintain relationships for future work with our clients.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	American Ramp Company has been actively utilizing a Sourcewell contract for more about 10 years. Throughout that time, we have served clients in 35 states with sales over Ten million since our contract was originally awarded. We have made it our goal to double that figure over the next contract life and reach more than Twenty Million in the next four years. ARC believes that Sourcewell purchasing vehicle for the customers we serve which is why we actively promote our Sourcewell with all new and existing customers and display that we hold a current Sourcewell contract at all of tradeshow we attend in the United States and Canada.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our Canadian sales team has been excited about the headway that Sourcewell has been making towards the use of the contract in the Canadian market. We have an office in Ontario with Canadian sales and installation team members. Our team is willing to help the contract propagate in Canada and educate all of the customers and contacts that we have on the value of using the Sourcewell contract.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas in the United States or Canada that American Ramp Company will not fully be able to serve through our Sourcewell contract.

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - We will fully service Sourcewell members in every sector.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no restrictions. We have served customers in Hawaii, Alaska and US Territories throughout our history. We also serve Canadian customers located in remote regions, military bases, International municipalities, and dealers located anywhere in the world. Shipping terms and costs may vary based on locations. We will provide a quote for freight and delivery time at the time of estimate to the customer.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Every project quote that we send out will have verbiage encouraging that the purchase is made through the Sourcewell contract. We will have information and links on our customer facing digital marketing materials like our website as well as include that we hold a Sourcewell contract on industry publications. Often, we do continuing education sessions and lunch and learns where we include information about procurement and specifically how using Sourcewell is the most efficient method for project procurement. We have attached some examples of marketing material as well as tradeshow handouts and catalogs that show that we carry a Sourcewell contract.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	American Ramp Company uses technology and digital data to enhance marketing effectiveness in the following ways: Website: Our dedicated marketing team works to ensure that our website remains up to date and relevant to customer needs. We analyze what the customers in our industry are searching for and use data and metadata to steer our messaging both in content and delivery method. Social Media: American Ramp Company is currently on Facebook, Instagram and You Tube. Our goal on these platforms is to provide our customers with information on our current parks that will add value in seeing where we are building and what our finished products look like. Social media is also a fun and interesting way to share with others the joy that the end users are being provided because of the different products and services we bring to communities. E-Blast: American Ramp Company frequently sends out E-blasts to all surrounding customers when we have a new park opening, are attending a local tradeshow, introducing a new product, and many other reasons. We feel that E-blasts are a successful email marketing tool that can raise awareness of our business and products to keep us on the minds of existing and potential customers.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We anticipate that Sourcewell will continue to play a strong role in ensuring their members are aware of American Ramp Company's awarded contract and will navigate members to our Sourcewell Awarded Vendor page which will provide them all of the details on our contract award and contact information. Sourcewell has already played a very active role in promoting our previous contracts by assisting our sales division on conference calls to help explain the many benefits and ease of contracting through Sourcewell. They have been very active in helping our sales force answer any questions that our customers who haven't become members of Sourcewell that they may have which makes it much more successful in getting them to become new Sourcewell members. We have already integrated Sourcewell into our sales process by developing a marketing strategy that promotes our contract among members. We will continue to encourage Sourcewell members and nonmembers the advantages of purchasing through Sourcewell in an effort to save them valuable time and money.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	American Ramp Company does not offer online sales through our website because of the nature of the products and services we provide. Most of our products and services require initial legwork including design which would not be effectively performed through online ordering services. We work with our customers and their communities to develop designs and then supply them with the best possible end product based on the feedback from the customer and their end users. However, we work with our customers in any way needed to make the procurement process meet their needs. We offer procurement through many various forms including purchase orders, credit cards and P-Cards. Because we work with many government entities, all these forms of procurement are very common to us. There is no additional cost to Sourcewell members for using this process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At the time of project installation, we offer an opportunity for our customer to have staff trained on equipment maintenance by our installation crew lead. This is a service that we provide at no extra cost to the customer.
37	Describe any technological advances that your proposed products or services offer.	Our design and engineering team work to stay of the cutting edge of the action sports industry when it comes to the development of new products and facilities. We also look for ways to integrate technology and multimedia into the park experience. For example, we have developed the ability for a facility user to access a "How to use this equipment" video while at the park by scanning a QR code on interpretive signage.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At American Ramp Company we take pride in our commitment to providing the highest quality projects possible. As a leader in the action sports industry we recognize that it is our responsibility to set an example as an environmentally conscientious company. We have invested considerable time and resources identifying aspects of our business that we can alter in order to maximize our customer satisfaction while minimizing our environmental impact. American Ramp Company has always looked for ways to decrease our carbon footprint. We hold firm to the belief that focusing on building the highest quality, longest lasting skateparks will insure minimum environmental impact. By building skateparks right the first time we guarantee resources are not needlessly being used to replace or repair. Our industry did not have baseline environmental standards and for that reason we took the lead to develop initiatives and with one other skatepark company founded Green Skate. As one of the founding members of Green Skate we have adopted a policy to evaluate environmental impact of every decision we make. Green Skate is an initiative set forth to create baseline standards for sustainability in the production of skateparks. Below are a few of the critical objectives of Green Skate. Green Skate Initiatives • Use recycled and recyclable productions – Utilize resources that are recyclable and/or composed of recycled materials • Practice Lean Manufacturing – Identify any areas of waste and excess. Maximize efficiency and accuracy of work force, energy and materials. Manufacture equipment when ordered so energy and materials are not being wasted on inventory storage. • Seek Environmentally Sensitive Partners and Suppliers – Team up with vendors and business partners that are taking their own steps to protect our environment and natural resources. We seek out vendors and suppliers that are operationally proximal to avoid trucking raw materials over a long distance. • Employee Culture – Encourage employees to constantly evaluate their work processes and identify areas that can be improved to increase efficiency and environmental sustainability. ARC also employs LEED Accredited individuals that help keep focus on environmental sustainability within the company.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	While American Ramp Company does not hold any third-party issued eco-labels, ratings or certifications, all of the steel used in our products are recycled steel. We also utilize recycled concrete when possible as base and fill material in our onsite parks and work with various suppliers of surfacing that utilizes recycled material. American Ramp Company has also recently used Basalt rebar in place of traditional steel rebar on a project that we completed this past year and are looking into utilizing this product more in the future.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	American Ramp Company is identified as a Small Business Entity (SBE) and does currently hold a State of Missouri Minority Owned Business Enterprise certificate. Please see a copy of this certificate attached to this response.

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	American Ramp Company offers turn-key solutions to its customers. Being the only true one stop shop for the Action Sports segment of the recreation industry, we are able to serve our customers at every level of any project. This assistance spans all areas of project development including fundraising, community awareness, and project development. Any time a customer contacts our office during normal business hours someone will answer the phone. Every staff member that answers our phones during the course of the day are trained on asking the proper questions to ensure that they are transferred to the appropriate person to help with whatever they need. This we feel is an added value to our customer service because they get to speak to a live person at the time of their initial call. Because we have had a Sourcewell contract for over 10 years our staff is uniquely prepared to help Sourcewell members, and customers interested in becoming members, navigate the procurement process using the contract.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Yes, our warranty typically covers all materials and labor.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Repairs required due to neglect, abuse, accident, vandalism, use of products other than the intended purpose and acts of nature or God are not warranted. The warranty does not cover any modifications, additions, or changes to the equipment unless approved in writing by American Ramp Company.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Because we have multiple crews that are mobilized throughout the US and Canada, we can very quickly respond to any warranty issues. Since these crews are already in the region, we do not charge our customer for any travel related expenses.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	American Ramp Company covers all regions and have crews that can perform warranty work anywhere in the United States and Canada.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty extends as applicable to any product or service that is listed under our contract, including any product that we would offer by others.
47	What are your proposed exchange and return programs and policies?	An exchange program is not offered, if something is wrong or a customer is unsatisfied with a product our warranty covers that item and we will replace it at no cost to the customer. There is a 30% restocking fee if the customer wants to return a park. All of the shipping and logistics are handled through our office and often carried by our crews.
48	Describe any service contract options for the items included in your proposal.	Our products have an industry leading warranty and are manufactured to be as maintenance free as possible. However, we do have an annual maintenance inspection program available to our customers. With the annual maintenance inspection program, we will send out one of our trained supervisors to do a thorough walk through their park and identify any necessary items that should be addressed. If the park is within our warranty timeline, most of these items can be addressed immediately. If work outside of warranty is needed, we can then take all the photo documentation and reports back to our office where our service department will write up a detailed report and provide a quote to make necessary repairs.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	We have a wide variety of payment terms depending on the product and/or service we are providing. Because the majority of our projects are very large in nature our terms are 50% at the time of order and 50% upon shipping of the equipment. Most of these projects we work with Net 30 terms. American Ramp Company also performs large inground concrete skateparks and asphalt pump track and generally invoice those using progress billing that we submit to the customer at different project milestones much like most construction projects. American Ramp Company will talk through payment terms with our customers and determine which payment structure works best for them and their project.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	ARC has partnered with National Cooperative Leasing (NCL) to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including tax-exempt municipal leases and a purchase order only program. There is no ownership, common ownership, or control between ARC and NCL.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Sourcewell members will issue purchase orders directly to American Ramp Company with the Sourcewell contract number included on the PO. American Ramp will then enter the sales as a Sourcewell sale in their sales tracking system, which is used to create, manage and report quarterly to Sourcewell. Our overall order process provides multiple check points so that nothing is missed in the process of our customers placing an order. Each customer works directly with a sales professional from their region. Once they work through what type of equipment, park or services they would like to procure a contract or purchase order and order form are completed. Once that is done so it is entered into our online system with all of the information for each order which then automatically generates an internal email to all department managers. The accounting department immediately enters the job into our online accounting system and the file is sent to our manufacturing department.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we will work with our customers in any way needed to make the procurement process meet their needs. There is no additional cost to Sourcewell members for using a P-Card.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each individual component will be listed using line item pricing. All pricing that is being extended to Sourcewell members is factory direct pricing, which means no middleman mark up. This factory direct relationship automatically saves the 20-30% commissions that would typically be applied and added to the price by a 3rd party supplier. In addition to the factory direct pricing ARC will be offering an additional 7% discount off the factory direct pricing, giving Sourcewell members access to pricing lower than any other pricing in market, published or unpublished. Individual Sku's are listed for manufactured components on the attached price list. Onsite construction price line items do not contain sku numbers.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Most of our customer interaction is factory direct, and this will be the same in the case of a Sourcewell sale. This means that our list price is manufacturer direct pricing and does not have the 30% marked up MSRP when working through a third-party rep agency. That factory direct pricing is then discounted an additional 7% to Sourcewell members giving Sourcewell members the best possible price for our products and services.
55	Describe any quantity or volume discounts or rebate programs that you offer.	There are no quantity or volume discounts or rebate programs at the time of this offering.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our objective in this RFP response is to provide a turn-key solution by including all conceivable aspects of a skatepark, bike park or pump track project under this contract. Items such as sound dampening material, installation, etc. will have percentage cost pricing. For any components that are not specifically called out in this price list we will provide a quote for the requested service as new needs arise. Because the components to build a skatepark, bike park or pump track vary drastically, it would be virtually impossible to include every non-standard component in our price list. Our price list is meant to be interpreted as "Standard" components meaning that a certain feature may have differing dimensions with a different price.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our response covers all components typically associated with our projects. The only cost that is not clearly defined in our proposal would be installation costs on projects located within prevailing wage states. In states with prevailing wage laws we do not use the percentage cost pricing method, but rather quote the installation out based on the applicable rate schedule that would apply but only for the installation amount the product price is fixed by the contract.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Once the final design is complete and all components are determined for each project, our shipping department gets multiple competitive rates from our shipping partners. Because we are based in the center of the US and ship a lot of freight, we are able to provide very cost-effective shipping solutions.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In the instance of Hawaii and Alaska, we ship to the port and have the products sent by boat. Shipping to most regions of Canada are the same procedure as when we ship within the US. None of these logistics are the responsibility of the customer and are handled directly by our shipping department. These types of shipments are common practice for us as we do a lot of international business.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our team has shipped and installed skate, bike and pump track components in nearly 40 countries and every environment, so unique to us is a relative term. To date we have been able to comply with customer requests in any situation that we have encountered and intend to continue that trend. We don't offer any specifically unique distribution or delivery methods.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As soon as an order is placed, the first stop that it makes is in our contract managers office. She thoroughly goes through the pricing and verifies everything in accordance with Sourcewell pricing. Once she verifies the pricing, she then places the sale on our internal sales report and includes all information including which purchasing program is used to place the order. She then keeps individual reports for each purchasing program where the data is entered as well. For our current Sourcewell contract, we use the report that was provided to us by Sourcewell to report our sales. At the end of each quarter all sales are double check and verified on the sales report and the administrative fee is issued for the projects that have been completed and paid in full.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Two Percent of gross sales.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	American Ramp Company offers everything necessary for design and build services for skateparks, bike parks and pump tracks. American Ramp Company offers pre-cast concrete, modular skatepark equipment (wood, steel, hybrid), bike park equipment, modular pump track equipment, bicycle playground equipment, trail construction, on-site concrete skatepark construction, and on-site construction of asphalt pump tracks. American Ramp Company provides full turn-key service of any type of skate, bike or pump track project including all demolition, excavation, drainage, forming, rebar, shotcrete, flatwork, and much more depending on the project needs. All designs produced by ARC are custom based on what the customer would like, their budget, the site selected as well as community input from meetings and surveys conducted by our design team.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The categories listed, Skateparks, Bike Parks and Pumtracks, capture most every type of product/service that we offer.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Skateparks	☒ Yes ☐ No	American Ramp Company provides every skatepark build option and pricing for each is available and included in this proposal.
67	Bike Parks	☒ Yes ☐ No	American Ramp Company offers turn-key design and build of every type of bike park product and facility including segments created by us like bicycle playgrounds.
68	Pump Tracks	☒ Yes ☐ No	All pump track construction methods are available through American Ramp Company including products that are exclusive to ARC like modular pump tracks.
69	Design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	☒ Yes ☐ No	We offer turn-key planning, design, consultation, and everything needed leading up to project construction and during construction we also perform all aspects of the project in house from site work through completion of the project. We also provide facility management, programming and maintenance/repair solely by our staff.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sales Revenue: We track our sales revenue on a monthly, quarterly and annual basis to show whether our sales are increasing/declining to Sourcewell members. This has also been tracked internally since the initial award of our first contract and this information is used internally by our sales team when they are initiating communication with a future customer who is interested in Sourcewell. Number of Sales: American Ramp Company tracks the number of sales with detailed sales reports on a monthly, quarterly and annual bases to track the number of sales to Sourcewell Customers. This has also been tracked internally since the initial award of our first contract and this information is used internally by our sales team when they are initiating communication with a future customer who is interested in Sourcewell. Those are just a couple of examples of how we track to see if we are having success with the contract. If we see our revenue and number of sales drop, we will take the time to identify the problem and take all necessary steps to correct the issue.
71	Describe the methods or techniques that impact the durability or longevity of your product.	Because we self-perform nearly 100% of every aspect of a project, we can make sure that the quality meets our expectation. Our inhouse Director of Engineer and our Quality Control Manger have both been with our company for just shy of 20 years. Every project has 3 levels of quality checks that it goes through before the installation crew arrives onsite. Maintaining an experienced team who understand and maintain a level of excellence has been the key to outputting products that last. In-fact our most popular product comes with a 20-year warranty and we have had installations that are still in use from our first year in business, 23 years ago.
72	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	Our team is always looking for ways to improve our products and processes. This is done with a focus on performance, safety, and aesthetics. For example, we re-engineered both our bike and skatepark product lines in a way that eliminated any fasteners in the riding surface. This change eliminates a potential hazard of a fastener backing out and causing injury, but also gives the product a higher aesthetic value. The removal of this critical maintenance area is also a big benefit to the customer. Another great example is something we recently developed; a special surface for bike parks called P3 Cycle Surface. This new surfacing solution will dramatically cut down on maintenance for customers while also creating a more consistent and safer riding surface for users.
73	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our team works directly with clients from the beginning of a project to address the needs and goals identified. A focus for our company is to provide facilities that serve the broadest user group possible. Our passion is in action sports as designers, builders, and users ourselves, so we believe it is our responsibility to make action sports environments that are welcoming, engaging, and inclusive. Whether it is a bike park, skatepark or pump track, we believe getting people outside and active on a consistent basis changes lives, and changing lives helps to change the world.
74	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	Our company offers a turn-key solution for the planning, design, and construction of Skateparks, Pumptracks and Bike Parks. We feel that we have the most experienced and diversely qualified team in the action sports industry. On top of our experience we have the advantage of executing every aspect of a project inhouse, without the need to outsource. This means we can directly ensure a quality product/project, delivered in an efficient timeframe.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. **NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	No Exceptions Taken

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - ARC 2018 2019 2020 Financials.pdf - Tuesday November 24, 2020 15:13:04
 - [Marketing Plan/Samples](#) - ARC Tradeshow Handout.pdf - Tuesday November 24, 2020 15:22:33
 - [WMBE/MBE/SBE or Related Certificates](#) - MBE Certificate.pdf - Tuesday November 24, 2020 15:20:25
 - [Warranty Information](#) - Warranty Statements.pdf - Tuesday November 24, 2020 15:19:31
 - [Pricing](#) - 2020 Sourcewell Price List.pdf - Tuesday November 24, 2020 15:35:55
 - [Additional Document](#) - ARC_Catalog.pdf - Tuesday November 24, 2020 15:24:21

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Heather Ogden, Senior Project Manager, American Ramp Company, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Skatepark Bike Park and Pump Track Solutions_RFP 112420 Thu October 29 2020 09:47 AM	☒	3
Addendum_1_Skatepark Bike Park and Pump Track Solutions_RFP 112420 Fri October 9 2020 04:18 PM	☒	1



CONTRACT EXTENSION

Contract Number: 112420-ARC

Sourcewell	and	American Ramp Company
202 12th Street Northeast		601 S McKinley Ave
P.O. Box 219		
Staples, MN 56479	Joplin, Missouri	64801-3220
(Sourcewell)	(Vendor)	

have entered into Contract Number: 112420-ARC
for the procurement of: Skatepark, Bike Park, and Pump Track Solutions with Related Equipment,
Accessories, and Services

The Contract has an expiration date of 2024-12-29 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-12-29 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:

C0FD2A139D08489

Authorized Signature

Jeremy Schwartz

Name

Chief Operating and Procurement Officer

Title

3/29/2024 | 8:47 AM CDT

Date

DocuSigned by:

1EE609FC26EE45C...

Authorized Signature

Heather Ogden

Name

Senior Project Manager

Title

4/1/2024 | 7:49 AM PDT

Date



Commission Agenda Item

MEETING DATE: October 7, 2024

SUBJECT: 2025 City Commission Calendar

PREPARED BY: LeAnne Williams

RECOMMENDED ACTION:

Approve the Proposed 2025 City Commission Meeting Calendar.

Summary

The 2025 City Commission Meeting Calendar is proposed to resolve any conflicts with holidays and to maintain the necessary timing for the proper notice and advertising of meetings and ordinances.

There is one holiday in conflict with the regular second and fourth Monday meetings. Memorial Day falls on the fourth Monday of May. It is recommended to move the May dates to the first and third Mondays, and the April dates to the first and third Mondays. Being that March has a fifth Monday, there will not be a conflict with the two-week separation needed between ordinance readings.

It is recommended to continue the historical practice of having only one meeting in July and December. The proposed calendar includes the foregoing of the first meeting in July (July 14) and the second meeting in December (December 22).

The resulting 2025 City Commission Calendar as recommended would be:

January 13 & 27
February 10 & 24
March 10 & 24
April 7 & 21
May 5 & 19
June 9 & 23
July 28
August 11 & 25
September 8 & 22
October 13 & 27
November 10 & 24
December 8

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. 2025 City Commission Calendar

2025

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

May						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

March						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

September						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Green = Commission meeting Dates
Red = Holidays