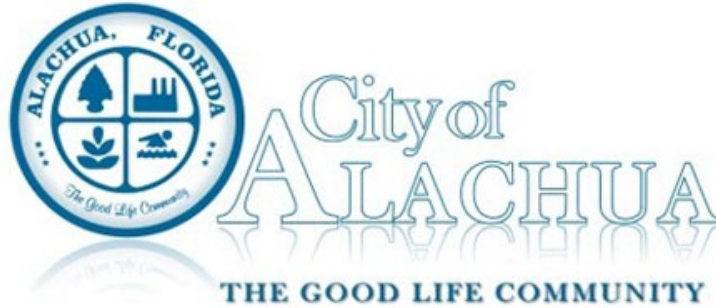




Mayor Gib Coerper

Vice Mayor Edward Potts

Commissioner Shirley Green Brown

Commissioner Jennifer Ringersen

Commissioner Dayna Williams

City Manager Mike DaRoza

City Attorney Marian Rush

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

to address the item(s) below.

Meeting Date: November 18, 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

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 25-01 (FIRST READING): AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE TOLOSA PLANNED DEVELOPMENT-RESIDENTIAL ("PD-R"); AMENDING SECTION 3, DEVELOPMENT PARAMETERS, OF ORDINANCE 19-28; AMENDING SHEET C2.0 OF THE PD MASTER PLAN; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (QUASI-JUDICIAL)

V. AGENDA ITEMS

- A)** RESOLUTION 25-01: AMENDING THE FISCAL YEAR 2023-2024 GENERAL FUND BUDGET; RECOGNIZING AND APPROPRIATING UNANTICIPATED REVENUES; INCREASING THE GENERAL FUND CITY MANAGER, CITY ATTORNEY, AND POLICE DEPARTMENT BUDGETS TO ELIMINATE BUDGET VARIANCES; AND, PROVIDING AN EFFECTIVE DATE.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

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

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

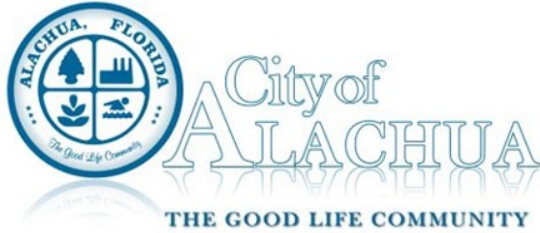
VIII. COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA

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

- A)** RFP 2024-01 FFY 2023 SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) GRANT ADMINISTRATION SERVICES
- B)** ALACHUA POLICE DEPARTMENT AXON LEASE PURCHASE



Commission Agenda Item

MEETING DATE: November 18, 2024

SUBJECT: Ordinance 25-01 (First Reading): AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE TOLOSA PLANNED DEVELOPMENT-RESIDENTIAL ("PD-R"); AMENDING SECTION 3, DEVELOPMENT PARAMETERS, OF ORDINANCE 19-28; AMENDING SHEET C2.0 OF THE PD MASTER PLAN; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (Quasi-Judicial)

PREPARED BY: Carson Crockett

RECOMMENDED ACTION:

Staff recommends that the City Commission find the proposed PD-R Amendment submitted by JBrown Professional Group Inc. on behalf of 3rd Generation Developer, LLC and Bentley Timber LLC to be consistent with the City of Alachua Comprehensive Plan and Land Development Regulations and (1) approve Ordinance 25-01 on first reading, and, (2) schedule second and final reading of Ordinance 25-01 for December 9, 2024.

Recommended motion: I move, based upon the competent substantial evidence presented at this hearing, the presentation before this Commission, and Staff's recommendation, that this Commission finds the application for a PD-R Amendment submitted by JBrown Professional Group Inc. on behalf of 3rd Generation Developer, LLC and Bentley Timber LLC to be consistent with the City of Alachua Comprehensive Plan and Land Development Regulations and (1) approve Ordinance 25-01 on first reading, and, (2) schedule second and final reading of Ordinance 25-01 for December 9, 2024.

Summary

This application is a request by JBrown Professional Group Inc., applicant and agent on behalf of 3rd Generation Developer, LLC and Bentley Timber LLC, property owners, for consideration of an amendment to the Tolosa Planned Development-Residential (PD-R). The proposed amendment would amend the Tolosa PD-R on a ± 50.5-acre subject property to increase the allowed density in area "B" from 40 dwelling units to 60 dwelling units and decrease the allowed non-residential intensity in area "B" from 20,000 sq-ft to zero sq-ft. All other aspects of the Tolosa PD-R that were adopted by Ordinance 19-28 by the City Commission upon second reading on June 10, 2019, would remain unchanged. The subject property is generally located south of W State Road 235, north of NW 158th Avenue, and west of Hipp Way.

No changes to the Future Land Use Map or the Official Zoning Atlas are proposed as part of this

request. The property would retain the current future land use category of Moderate Density Residential and zone district of Planned Development-Residential (PD-R).

The Planning and Zoning Board held an advertised public hearing regarding the item on November 12, 2024, and voted 3-0 to transmit the application to the City Commission with a recommendation to approve.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. Ordinance 25-01
2. November 12, 2024, Staff Report to the Planning & Zoning Board
3. Application Materials
4. Public Notice Materials

ORDINANCE 25-01

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE TOLOSA PLANNED DEVELOPMENT-RESIDENTIAL (“PD-R”); AMENDING SECTION 3, DEVELOPMENT PARAMETERS, OF ORDINANCE 19-28; AMENDING SHEET C2.0 OF THE PD MASTER PLAN; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the City Commission of the City of Alachua, Florida adopted Ordinance 19-28 upon second reading on June 24, 2019, establishing a PD-R zone district on the subject property, the legal description for which is attached hereto as Exhibit “A” and is herein referred to as the “Property”; and,

WHEREAS, Ordinance 19-28 establishes development parameters for the PD-R zone district, approves the PD Master Plan, and adopts a valid Planned Development Agreement; and,

WHEREAS, an application for an amendment to an existing Planned Development (“PD”) in the City known as Tolosa Planned Development-Residential (“PD-R” or “Project”), as described below, has been filed with the City by 3rd Generation Developer, LLC and Bentley Timber LLC, (“Owners”); and

WHEREAS, the Owners desire to amend the PD-R to increase the permitted maximum of 160 residential units to 180 residential units and decrease the permitted maximum of non-residential floorspace from 22,000 square feet to 2,000 square feet on the Property (“Amendment”); and

WHEREAS, the City advertised a public hearing to be held before the Planning and Zoning Board, sitting as the Local Planning Agency (“LPA”); and

WHEREAS, the LPA conducted a quasi-judicial public hearing on the proposed Amendment on November 12, 2024, and the LPA reviewed and considered all comments received during the public hearing concerning the proposed Amendment and made its recommendation to the City Commission; and

WHEREAS, the City advertised public hearings to be held before the City Commission; and,

WHEREAS, the City Commission conducted quasi-judicial public hearings on the proposed Amendment on November 18, 2024, and _____, and provided for and received public participation at both public hearings; and

WHEREAS, the City Commission has determined and found the proposed Amendment to be consistent with the City’s Comprehensive Plan and the City’s Land Development Regulations (“LDRs”); and

WHEREAS, for reasons set forth in this ordinance that is hereby adopted and incorporated as findings of fact, 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. Findings of Fact and Conclusions of Law

1. The above recitals are true and correct and are incorporated herein by reference.
2. The proposed Amendment is in compliance with the City's LDRs.
3. The proposed Amendment will not cause a reduction in the adopted level of service standards for transportation, water, sewer, waste, stormwater, recreation, and public schools.

Section 2. PD Master Plan Amended

Sheet C2.0 of the PD Master Plan adopted concurrent with the approval of Ordinance 19-28 is amended to be as shown in Exhibit "C" to permit for a maximum potential development of 60 dwelling units and zero square feet of nonresidential in Development Area 'B'.

Section 3. Ordinance 19-28 Amended

The development parameters for the PD-R adopted by Ordinance 19-28 are amended to permit for a maximum potential development of 60 dwelling units and zero square feet of nonresidential in Development Area 'B' as follows (text that is underlined is to be added and text that is shown as ~~strikethrough~~ is to be removed):

1. The development shall consist of single-family and multiple-family residential development, community recreation, non-residential uses and stormwater/open space development areas as shown on the PD Master Plan. The density, intensity, allowable uses, acreage, and dimensional standards, where applicable, for each Development Area are as follows:

Maximum Development Area & Density/Intensity	Allowable Uses	Maximum Potential Development	Acres	Dimensional Standards	Percentage of PD
Development Area 'B' 4du/acre .75 FAR	Single Family Detached Residential; Single Family Attached Residential; Multiple Family Residential; Daycare; Religious Institutions; Restaurants without a Drive-Through; Community Buildings/ Clubhouse;	40 dwelling units 20,000 square feet <u>nonresidential</u> <u>60 dwelling units</u>	±3.75	<i>Minimum Lot Area</i> 800 square feet <i>Minimum Lot Width</i> 20 feet <i>Minimum Lot Depth</i> 40 feet <i>Setbacks</i> Front (Primary) = 0' Front (Secondary) = 0' Side = 0'	±7.40%

Maximum Development Area & Density/ Intensity	Allowable Uses	Maximum Potential Development	Acres	Dimensional Standards	Percentage of PD
	Professional—Office; Neighborhood Recreation—Center; Commercial Recreation, Indoor			Rear=0' <i>Maximum Building Height</i> 45 feet <i>Maximum Lot Coverage</i> 90% <i>Arterial Street Building Setback</i> 75' from ROW Centerline of SR 235 <i>Minimum Living Area</i> 750 square feet (per dwelling unit)	

Section 4. Remain in Effect

All other requirements, conditions, and development parameters of Ordinance 19-28, the PD Master Plan, and the valid Planned Development Agreement as originally adopted shall remain as originally adopted. If there is any inconsistency between the terms of Ordinance 19-28 and this Ordinance 25-01, the terms of this Ordinance 25-01 shall govern.

Section 5. 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 Alachua, Florida.

Section 6. Repealing Clause

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

Section 7. Providing for Severability

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

Section 8. Effective Date

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

PASSED on first reading on the 18th day of November, 2024.

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

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

EXHIBIT “A”

Tax Parcel Numbers 03135-000-000, 03130-004-000, 03130-007-001, 03130-008-000 and 03130-009-000

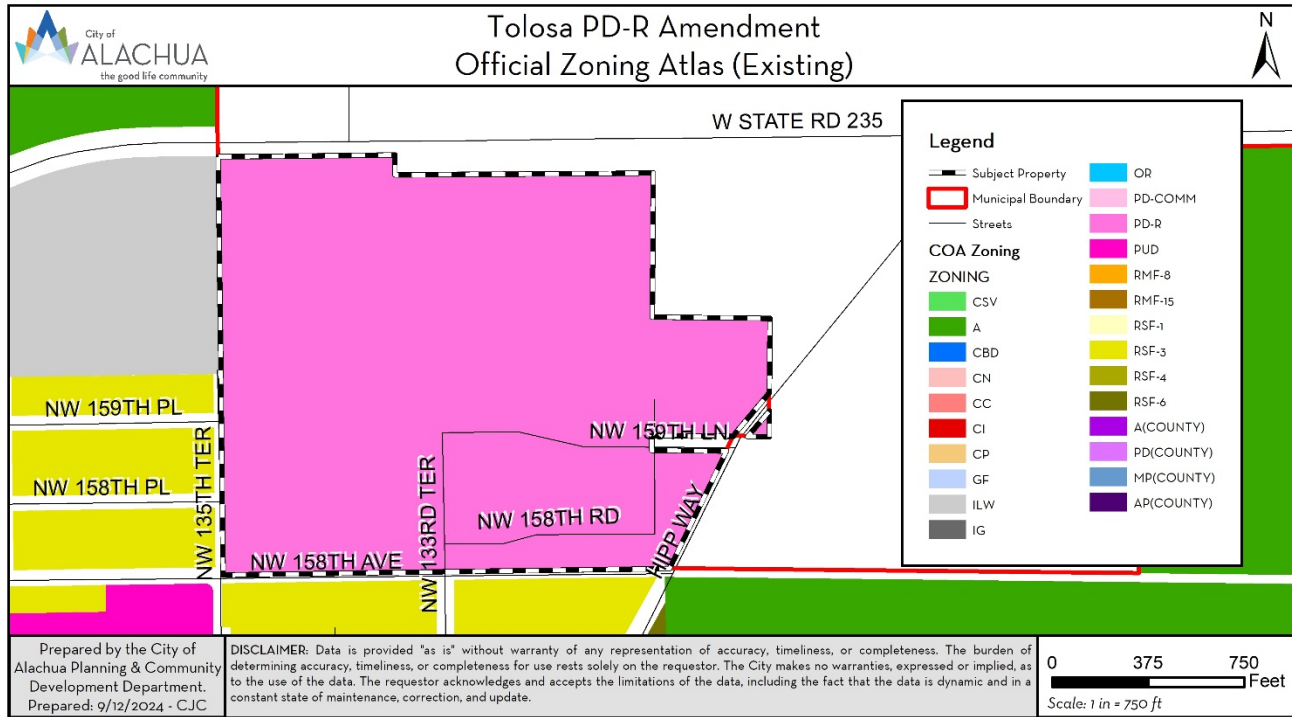
LEGAL DESCRIPTION:

That part of the Southwest 1/4 and Southeast 1/4 of Section 11, Township 8 South, Range 18 East, Alachua County, Florida, comprised of lands described in O.R.B. 4427, Pg. 373 and O.R.B. 4564, Pg. 460 and O.R.B. 4564, Pg. 462, as recorded in the Public Records of Alachua County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 11, Township 8 South, Range 18 East, Alachua County, Florida, said Southeast 1/4 corner being also the POINT OF BEGINNING; thence South 89 degrees 12 minutes 14 seconds West along the South line of said Southeast 1/4 of the Southwest 1/4 for 1496.73 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4; thence North 00 degrees 06 minutes 04 seconds West along the West line of said Southeast 1/4 of the Southwest 1/4 for 1343.16 feet to the Northwest corner of said Southeast 1/4 of the Southwest 1/4; thence continue North 00 degrees 06 minutes 04 seconds West, along said West line for 65.44 feet to a point on the South right of way line of State Road number 235 (100 foot Wide Right-of-Way); thence North 89 degrees 25 minutes 36 seconds East, along said Right-of-Way for 621.33 feet to the Northeast corner of the "Cain" parcel, as per description recorded in Official Records Book 2015, Page 694 of said Public Records; thence South 00 degrees 21 minutes 14 seconds West along the East line of said "Cain" parcel for 67.55 feet to the Southeast corner of said "Cain" parcel and an intersection with the North line of the Southeast 1/4 of the Southwest 1/4; thence North 89 degrees 37 minutes 50 seconds East along said North line for 834.19 feet to an intersection with the West line of Block 1, Range 3 of NEWNANSVILLE SUBDIVISION (unrecorded); thence South 00 degree 24 minutes 49 seconds West along said West line and along the West Right-of-Way line of Wilson Street (50 foot wide Right-of-Way) for 481.50 feet to the Northwest corner of Block 1, Range 4 of said NEWNANSVILLE SUBDIVISION; thence South 89 degrees 17 minutes 50 seconds East along the North line of said Block 1, Range 4 and along the South Right-of-Way line of said Wilson Street for 399.77 feet to the Northeast corner of said block 1, Range 4 and an intersection with the West Right-of-Way line of Magnolia Street (50 foot wide Right-of-Way); thence South 00 degrees 21 minutes 08 seconds West along said West Right-of-Way line and along the East line of said Block 1, Range 4 for 250.06 feet to an intersection with the monumented Westerly Right-of-Way line of Hipp Way (apparent 50 foot wide Right-of-Way); thence South 40 degrees 35 minutes 29 seconds West along said monumented Westerly Right-of-Way line for 180.87 feet; thence South 25 degrees 25 minutes 52 seconds West along said monumented Westerly Right-of-Way line for 12.29 feet to an intersection with the South line of said Block 1, Range 4 and an intersection with the North Right-of-Way line of an unnamed street (50 foot wide Right-of-Way); thence North 89 degrees 17 minutes 50 seconds West along said South line and along said North Right-of-Way line for 278.15 feet to the Southwest corner of said Block 1, Range 4; thence South 00 degrees 24 minutes 49 seconds West along the the West Right-of-Way line of said unnamed street for 50.00 feet to the Northwest corner of Block 1, Range 5 of said Newnansville Subdivision; thence South 89 degree 17 minutes 50 seconds East along the North line of said Block 1, Range 5 and along the South Right-of-Way line of said unnamed street for 254.87 feet to an intersection with said monumented Westerly Right-of-Way line; thence South 25 degrees 25 minutes 52 seconds West along said Westerly monumented Right-of-Way line for 439.95 feet to an intersection with the South line of the Southeast 1/4 of said Section 11; thence North 89 degrees 21 minutes 00 seconds West along said South line for 15.48 feet to said POINT OF BEGINNING

Together with that part of said Block 1, Range 4 lying Easterly of the monumented Easterly Right-of-Way line of said Hipp Way.

EXHIBIT “B”





City of Alachua

Planning & Community Development Department

Staff Report

Planning & Zoning Board Hearing Date:
Quasi-Judicial Hearing

~~October 8, 2024~~
November 12, 2024

Application #: PR24-0001

SUBJECT:	A request to amend the Tolosa Planned Development-Residential (PD-R) to increase the allowed density in area "B" from 40 units to 60 units and decrease the allowed non-residential intensity in area "B" from 20,000 sq-ft to 0 sq-ft.
APPLICANT/AGENT:	JBrown Professional Group Inc.
PROPERTY OWNER:	3rd Generation Developer, LLC; Bentley Timber LLC
LOCATION:	Generally located south of W State Road 235, north of NW 158 th Avenue, and west of Hipp Way.
PARCEL ID NUMBER:	03130-004-000; 03130-007-001; 03130-008-000; 03130-009-000; 03135-000-000; 03135-001-000
FLUM DESIGNATION:	Moderate Density Residential
ZONING:	Planned Development-Residential (PD-R)
OVERLAY:	N/A
ACREAGE:	± 50.5
PROJECT PLANNER:	Carson J. Crockett, AICP Candidate
RECOMMENDATION:	Staff recommends that the Planning & Zoning Board transmit the proposed PD-R Amendment submitted by JBrown Professional Group Inc. on behalf of 3rd Generation Developer, LLC and Bentley Timber LLC to the City Commission with a recommendation to approve.
RECOMMENDED MOTION:	<i>I move, based upon the competent substantial evidence presented at this hearing, the presentation before this board, and Staff's recommendation, this Board finds the application for a PD-R Amendment submitted by JBrown Professional Group Inc. on behalf of 3rd Generation Developer, LLC and Bentley Timber LLC to be consistent with the City of Alachua Comprehensive Plan and Land Development Regulations and transmits the application to the City Commission with a recommendation to approve.</i>

SUMMARY

This application is a request by JBrown Professional Group Inc., applicant and agent on behalf of 3rd Generation Developer, LLC and Bentley Timber LLC, property owners, for consideration of an amendment to the Tolosa Planned Development-Residential (PD-R). The proposed amendment would amend the Tolosa PD-R on a ± 50.5-acre subject property to increase the allowed density in area “B” from 40 units to 60 units and decrease the allowed non-residential intensity in area “B” from 20,000 sq-ft to 0 sq-ft. All other aspects of the Tolosa PD-R that were adopted in Ordinance 19-28 by the City Commission upon second reading on June 10, 2019, would remain unchanged. The subject property is generally located south of W State Road 235, north of NW 158th Avenue, and west of Hipp Way.

No changes to the Future Land Use Map or the Official Zoning Atlas are proposed as part of this request. The property would retain the current future land use category of Moderate Density Residential and zone district of Planned Development-Residential (PD-R) (see Figure 2 and Figure 3).

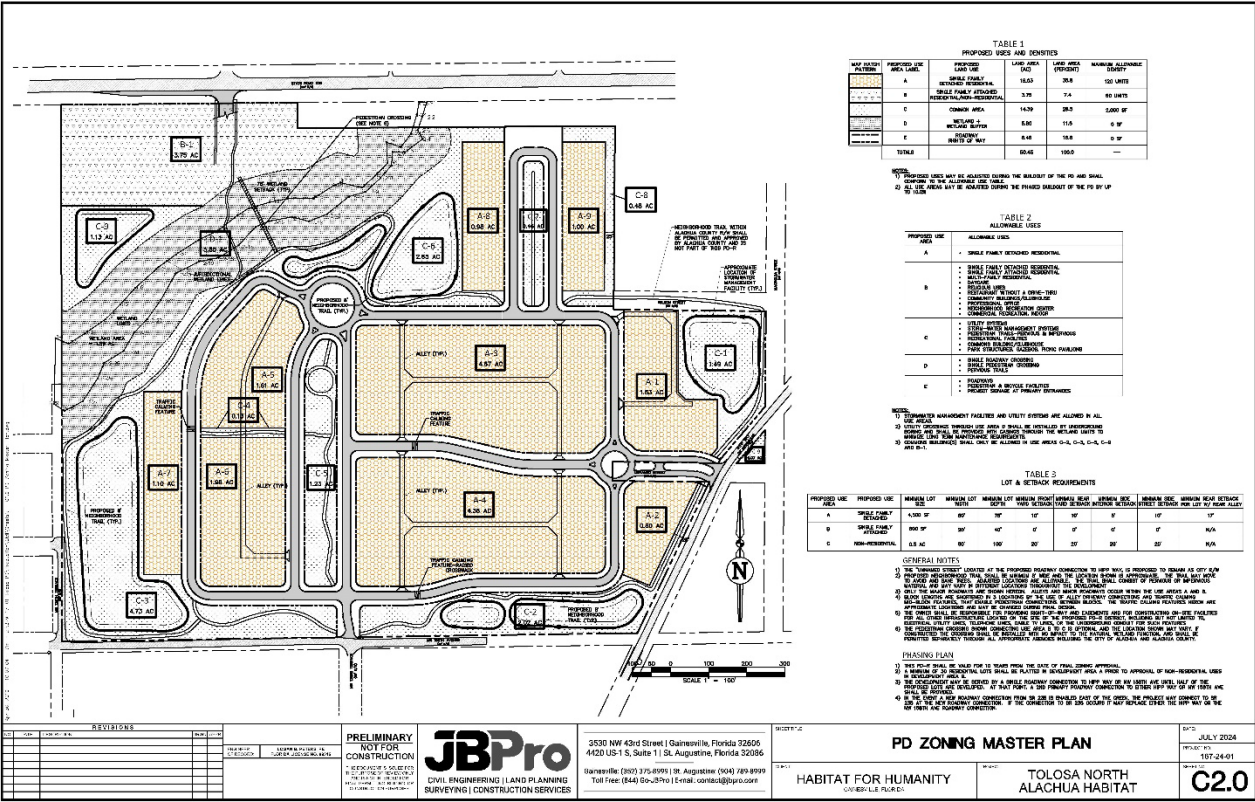


Figure 1. Proposed Amended Sheet C2.0 of the PD Master Plan

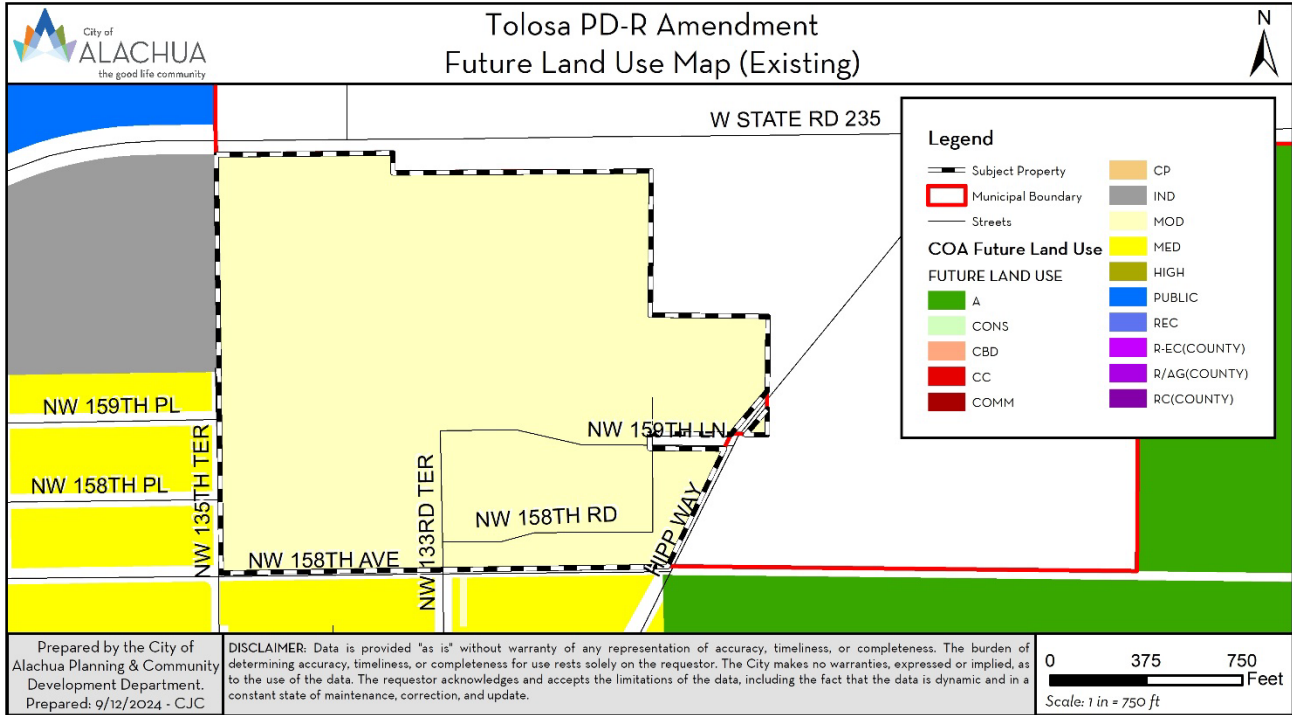


Figure 2. Future Land Use Map (Existing)

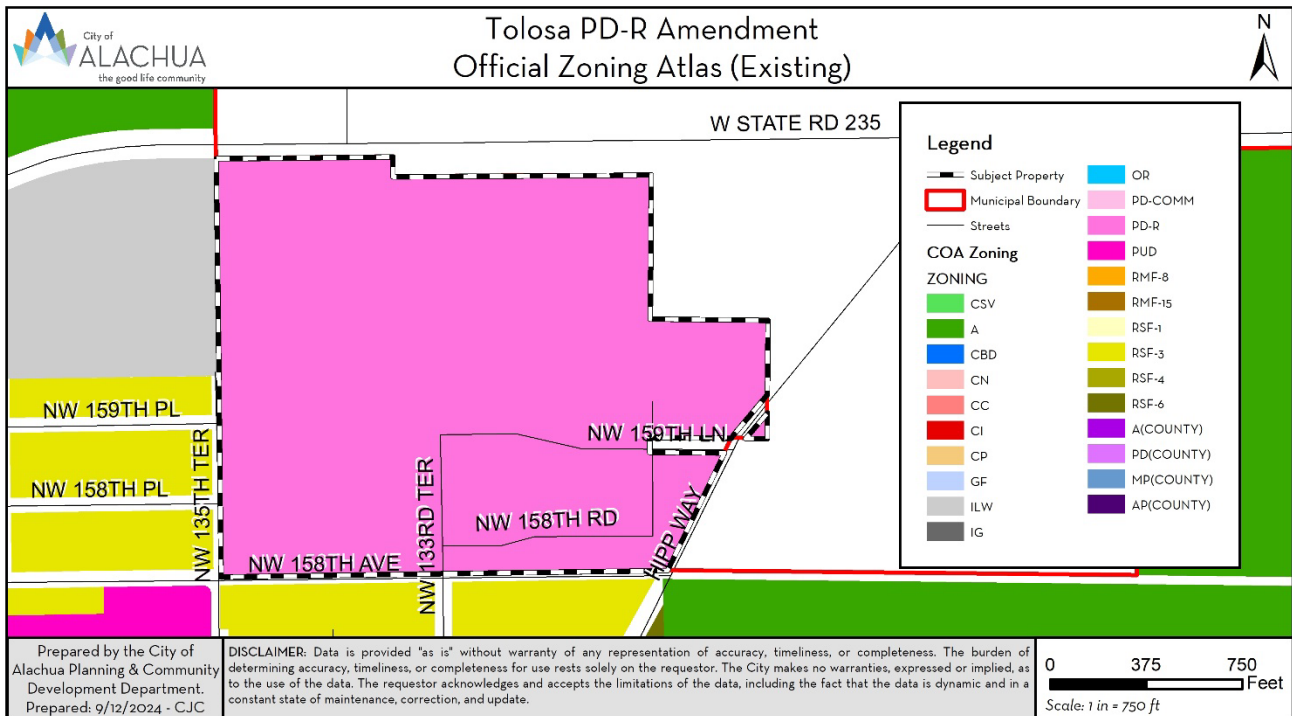


Figure 3. Official Zoning Atlas (Existing)

Planned Development – Residential

The general purposes of planned development districts are established in Section 3.6.1(A) of the City's Land Development Regulations (LDRs):

- (A) *General purpose.* The planned development (PD) districts are established for the purpose of encouraging innovative land planning and site design concepts that conform to community quality of life benchmarks and that achieve a high quality of development, environmental sensitivity, energy efficiency, and other City goals by:
- (1) *Increasing flexibility.* Reducing or diminishing the uniform design that results from the strict application of zoning and development standards that are designed primarily for individual lots;
 - (2) *Greater freedom to provide access, open space and amenities.* Allowing greater freedom in selecting the means to provide access, open space, and design amenities;
 - (3) *Greater freedom to provide mix of uses and housing types.* Allowing greater freedom in providing a mix of land uses in the same development, including a mix of housing types, lot sizes, and densities;
 - (4) *Providing greater opportunity for more efficient land use patterns.* Providing for an efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs;
 - (5) *Promoting quality design and environmentally sensitive development through site characteristics.* Promoting quality design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations, and land uses; and
 - (6) *Quality design through density increases.* In specific instances, encouraging quality design and environmentally sensitive development by allowing increases in base densities or floor area ratios when such increases can be justified by superior design or the provision of additional amenities such as public open space.

The specific purpose of the Planned Development – Residential (PD-R) zone district is established and described in Section 3.6.1(B)(1) of the City's LDRs:

- (1) *Planned Development-Residential District (PD-R).* The purpose of the Planned Development-Residential (PD-R) District is to provide a mix of residential uses using innovative and creative design elements, while at the same time providing an efficient use of open space. Commercial uses may be allowed in the PD-R district primarily to serve the needs of the residents in the development.

EXISTING USES

The subject property is undeveloped and is comprised of mostly naturally wooded areas.

SURROUNDING USES

The existing uses, Future Land Use Map (FLUM) designations, and zoning districts of the surrounding area are identified in Table 1. Figure 3 provides an overview of the vicinity of the subject property. (NOTE: The information below is intended to provide a general overview of the area surrounding the subject property and to generally orient the reader. The information below is not intended to be all-inclusive, and may not identify all existing uses, FLUM designations, and/or zoning districts surrounding the subject property.)

Table 1. Surrounding Land Uses

Direction	Existing Use(s)	FLUM Designation(s)	Zoning District(s)
North	Single-Family Residential	Rural/Agriculture (County)	Agricultural (A) (County)
South	Single-Family Residential	Medium Density Residential	Residential Single-Family-3 (RSF-3)
East	Single-Family Residential	Rural/Agriculture (County)	Agricultural (A) (County)
West	Single-Family Residential; Vacant Industrial	Medium Density Residential; Industrial	Residential Single-Family-3 (RSF-3); Light and Warehouse Industrial (ILW)

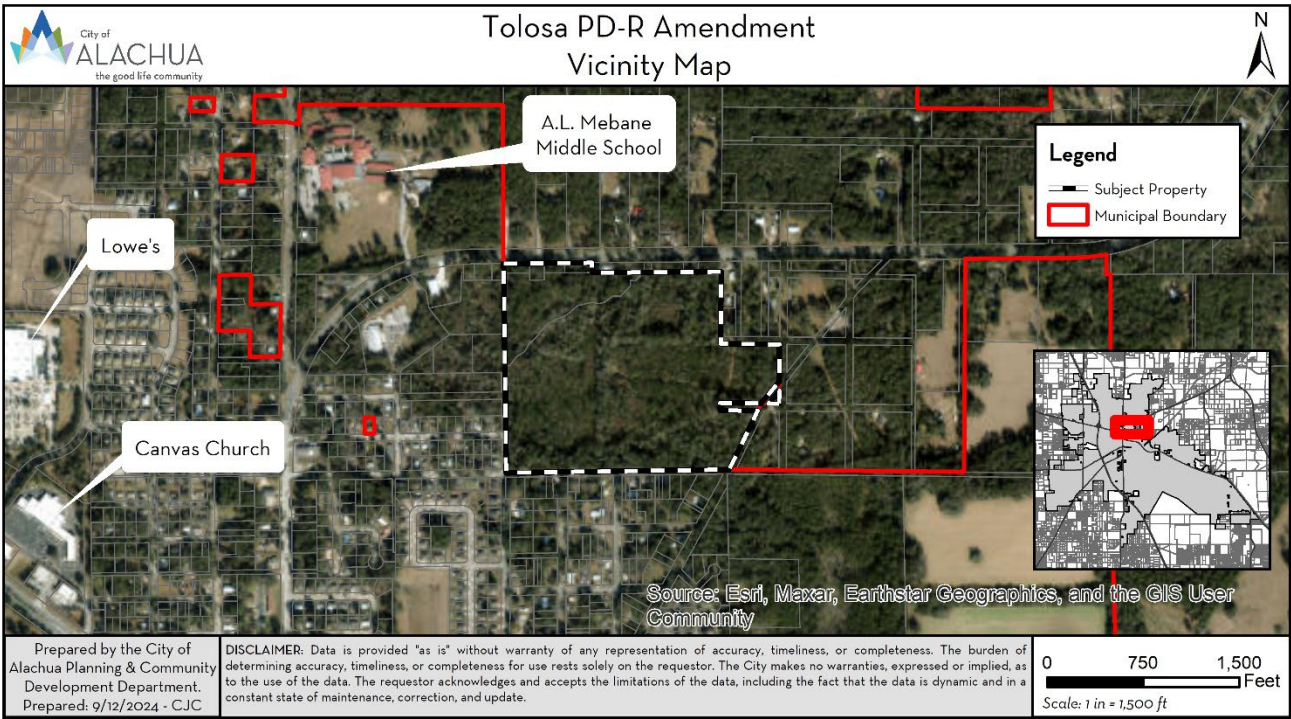


Figure 4. Vicinity Map

NEIGHBORHOOD MEETING

The purpose of a neighborhood meeting is to educate the owners of nearby land and any other interested members of the public about the project and to receive comments regarding the project. Neighborhood meetings are required for planned development amendment applications.

A neighborhood meeting was held on July 22, 2024. As required by Section 2.2.4 of the City's Land Development Regulations, all property owners within 400 feet of the subject property were notified and notice of the meeting was published in a newspaper of general circulation. The applicant was available to answer questions. Materials submitted by the applicant indicate that the meeting was attended by four members of the public. A neighborhood meeting summary was submitted by the applicant and is available in the application materials.

COMPREHENSIVE PLAN CONSISTENCY ANALYSIS

The Goals, Objectives, and Policies (GOPs) identified below are provided to establish a basis of the application'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.

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 1.2: Residential

The City shall establish four Residential land use categories to ensure an orderly urban growth pattern that will provide a variety of housing options to its residents and provides for the best use of available lands for residential development.

Policy 1.2.b: *Moderate Density Residential* (0 to 4 dwelling units per acre): The Moderate Density Residential land use category allows residential development at a maximum density of 4 dwelling units per acre. The following uses are allowed in the Moderate Density Residential land use category:

1. Single family detached units;
2. Accessory dwelling units;
3. Manufactured or modular homes meeting certain design criteria;
4. Mobile homes only within mobile home parks;
5. Duplexes and quadplexes;
6. Townhomes;
7. Residential Planned Developments; and,
8. Supporting community services such as schools, houses of worship, parks, and community centers.

Evaluation & Findings: The amendment to the PD-R would result in a net increase of 20 dwelling units, for a total of 180 dwelling units permitted. 180 dwelling units on a $\pm$ 50.5-acre subject property is a density of $\pm$ 3.56 units per acre, within the maximum permitted 4 dwelling units per acre. Additionally, the moderate density residential future land use category permits for a variety of dwelling unit types and residential planned developments.

Goal 2: Innovative Design Standards

The City shall utilize innovative design standards to discourage urban sprawl, provide aesthetic standards, promote open space and preserve rural character.

Objective 2.1: *Planned Development (PD) Standards*

In an effort to reduce the impacts of urban sprawl on the community and the region, the City shall provide for a wide array of planned developments to encourage the creation of interrelated neighborhoods and districts to increase the quality of life for all residents.

Evaluation & Findings: The proposed amendment is to an existing PD-R that was previously demonstrated to meet the innovative design standards outlined by Goal 2, Objective 2.1, and the subsequent policies. Objective 2.1 is implemented through Section 3.6 of the City's LDRs. An analysis of Section 3.6 has been included in this staff report.

Objective 5.1: *Natural features*

The City shall coordinate Future Land Use designations with appropriate topography, soils, areas of seasonal flooding, wetlands and habitat during review of proposed amendments to the Future Land Use Map and the development review process. Natural features may be included as amenities within a development project.

- Policy 5.1.a: Topography: The City shall protect the natural topography of the City, including steep and seepage slopes, by requiring new development to include techniques to minimize negative impacts on the natural terrain. An emphasis will be placed on retaining the natural function of seepage slopes during development. Additionally, retention of existing native vegetation will be encouraged as one method of protecting slopes.
- Policy 5.1.b: Soils: The City shall ensure soil protection and intervention measures are included in the development review process.
- Policy 5.1.c: Flood prone areas: The City shall require as part of the development review process the identification of FEMA flood zone areas. Where necessary, base flood elevations and minimum finished floor elevations shall be established. The City shall also require finished floor elevations on subdivision plats, site plans and building permit plans when necessary to determine compliance with flood prone area regulations. The City shall establish standards for a limitation on filling in flood prone areas.
- Policy 5.1.d: Wetlands: The City shall utilize statewide wetland delineation methodology in accordance with Florida Administrative Code (FAC) and regulations adopted by the FDEP and the Suwannee River Water Management District.
- Policy 5.1.e: Habitat: The City shall require as part of the development review process, an inventory of listed species for all new developments in areas identified as known habitat for listed species if listed species are known to exist in close proximity to the development. The survey shall include detailed information regarding type, quantity, location, and habitat requirements for any listed species identified. A de minimus threshold for properties required to complete the inventory shall be established in the City's Land Development Regulations.

Evaluation & Findings: The proposed amendment maintains the existing general layout of the existing PD-R, which accounts for the wetland in the northwest portion of the subject property. An environmental conditions analysis has been included in this staff report. Environmental conditions will be reevaluated in future development applications regarding this PD-R and the subject property.

Objective 5.2: Availability of facilities and services

All new development shall be planned and constructed concurrently with the availability of facilities and services necessary for the development.

Policy 5.2.a: All new development shall meet level of service standards for roadways, potable water, sanitary sewer, stormwater, solid waste, and public schools in accordance with LOS standards adopted in the elements addressing these facilities.

Evaluation & Findings: A public facilities impact analysis has been included in this staff report. The proposed PD-R amendment is not anticipated to negatively impact the level of service. Public facilities will be reevaluated in future development applications regarding this PD-R and the subject property as this PD-R amendment does not constitute a final development order.

Goal 9: Water and Wastewater Service

The City will ensure that new development and redevelopment within the corporate limits shall connect to the City's potable water and wastewater systems, where potable water and wastewater systems are available, as defined in Policy 1.2.a and Policy 4.2.b of the Community Facilities Element of the Comprehensive Plan

Policy 9.2: Any new residential subdivision within the corporate limits, where potable water service is available, as defined in Policy 4.2.b of the Community Facilities Element of the City's Comprehensive Plan that is within a Residential land use category or the Agriculture land use category shall connect to the City's potable water system. Any new residential subdivision within the corporate limits, where wastewater service is available, as defined on Policy 1.2.a of the Community Facilities Element of the City's Comprehensive Plan that is within a Residential land use category shall connect to the City's wastewater system.

Evaluation & Findings: The subject property is within the potable water and wastewater service area, and as such, must connect to these systems at time of development.

Transportation Element

Objective 1.1: *Level of Service*

The City shall establish a safe, convenient and efficient level of service standard for all motorized and non-motorized transportation systems.

Evaluation & Findings: A public facilities impact analysis has been included in this staff report. The proposed PD-R amendment is not anticipated to negatively impact the level of service. Public facilities will be reevaluated in future development applications regarding this PD-R and the subject property as this PD-R amendment does not constitute a final development order.

Housing Element

Policy 1.1.a: The City shall encourage the 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 housing, and shall ensure that appropriate land use designations and zoning districts exist to accommodate each type.

Evaluation & Findings: The existing PD-R currently allows single-family detached, single-family attached, and multi-family residential dwelling units. The proposed amendment would increase the potential number of dwelling units by 20 in area “B”, which permits for single-family detached, single-family attached, and multi-family residential dwelling units, supporting future development and additional housing within the City.

Community Facilities Element

Policy 1.1.d: The City hereby establishes the following level of service standards for sanitary sewer facilities:

- a) Quality: Compliance with all applicable standards of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP).
- b) Quantity: System-wide wastewater collection and treatment will be sufficient to provided a minimum of 250 gallons per day per equivalent residential unit (ERU) on an average annual basis. Plant expansion shall be planned in accordance with Rule 62-600.405, Florida Administrative Code, or subsequent provision.
- c) System capacity: If the existing demand and reserved capacity of the committed use of the City’s wastewater facility reaches 85% of the permitted capacity design, no further development orders for projects without reserved capacity will be issued until additional capacity becomes available or funds to increase facility capacity are committed in accordance with a development agreement.

Policy 1.2.a: The City shall establish a Community Wastewater Service Area, which shall include all areas where wastewater service is available. Wastewater service shall be deemed available if:

1. A gravity water main exists within 100 feet of the property line of any lot with a residential land use category or an existing single family residence and wastewater service is accessible through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.
2. Gravity wastewater main exists with 500 feet of the property line of any proposed residential subdivision consisting of 5 units or less and the gravity wastewater system is accessible through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.
3. A gravity wastewater main, wastewater pumping station, or force main exists within 2,640 feet of the property line of any proposed residential subdivision comprised of more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and the gravity wastewater system, wastewater pumping station, or force main is accessible through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

Evaluation & Findings: A public facilities impact analysis has been included in this staff report. The proposed PD-R amendment is not anticipated to negatively impact the level of service. The subject property is within the wastewater service area, and as such, must connect to the system at time of development. Public facilities will be reevaluated in future development applications regarding this PD-R and the subject property as this PD-R amendment does not constitute a final development order.

Policy 2.1.a: The City hereby establishes the following level of service standards for solid waste disposal facilities:

Facility Type	Level of Service Standard
Solid Waste Landfill	0.73 tons per capita per year

Evaluation & Findings: A public facilities impact analysis has been included in this staff report. The proposed PD-R amendment is not anticipated to negatively impact the level of service. Public facilities will be reevaluated in future development applications regarding this PD-R and the subject property as this PD-R amendment does not constitute a final development order.

Policy 4.1.b: The City shall establish a Community Potable Water Service Area, which includes all areas where potable water service is available. Water service shall be deemed available if:

1. A water main exists within 100 feet of any lot within a residential land use category or an existing single family residence water service is accessible through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.
2. A water main exists within 500 feet of any proposed residential subdivision consisting of 5 units or less and water service is accessible through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.
3. A water main exists within 2,640 feet of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and water service can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

Policy 4.1.c: The City establishes the following level of service standards for potable water:

- a) Quality: Compliance with all applicable standards of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP).
- b) Quantity: System-wide potable water collection and treatment will be sufficient to provide a minimum of 275 gallons per day per equivalent residential unit (ERU) on an average annual basis.
- c) Capacity: Plant expansion shall be planned in accordance with Florida Administrative Code. Additionally, if the existing demand and reserved capacity of the City's potable water facility reaches 85% of the permitted capacity design, no further development orders or permits for projects without reserved capacity will be issued until additional capacity becomes available or funds to increase facility capacity are committed in accordance with a development agreement.

Evaluation & Findings: A public facilities impact analysis has been included in this staff report. The proposed PD-R amendment is not anticipated to negatively impact the level of service. The subject property is within the potable water service area, and as such, must connect to the system at time of development. Public facilities will be reevaluated in future development applications regarding this PD-R and the subject property as this PD-R amendment does not constitute a final development order.

Conservation and Open Space Element

Objective 1.2: *Native Communities and Ecosystems*

The City shall preserve and protect native communities and ecosystems, particularly those considered endangered or threatened.

Policy 1.2.a: The City shall ensure that land use designations, development practices and regulations protect native communities and ecosystems, and environmentally sensitive lands.

Evaluation & Findings: The proposed amendment maintains the existing general layout of the existing PD-R, which accounts for the wetland in the northwest portion of the subject property. An environmental conditions analysis has been included in this staff report.

Objective 1.3: *Listed Species*

The City shall protect species listed by State and Federal agencies as endangered, threatened or of special concern, and their habitats.

Evaluation & Findings: The proposed amendment maintains the existing general layout of the existing PD-R, which accounts for the wetland in the northwest portion of the subject property. An environmental conditions analysis has been included in this staff report. No species identified as endangered, threatened, or of special concern are known to exist on the subject property. Should a regulated plant or animal species be discovered, compliance with the applicable Comprehensive Plan policies and Land Development Regulations will be required.

Objective 1.10: *Wetlands*

The City shall protect and preserve wetland values and functions from adverse, human caused, physical and hydrologic disturbances.

Policy 1.10.a: The City shall utilize statewide wetland delineation methodology in accordance with Florida Administrative Code and regulations adopted by the DEP and the Suwannee River Water Management District.

Policy 1.10.g: The City shall require natural vegetative buffers around wetlands to protect the fragile ecosystems they sustain. Buffers, measured from the outer edge of the wetland, shall be created as established in the following table:

Resource Addressed	Required Buffer (feet)
Wetlands less than or equal to 0.5 acre that do not support federally and/or state regulated vertebrate wetland/aquatic dependent animal species.	50' average 35' minimum
Wetlands greater than 0.5 acre that do not support the animal species described above.	75' average 50' minimum
Areas where the animal species described above have been documented within 300 feet of a wetland.	100' average 75' minimum

Evaluation & Findings: The proposed amendment maintains the existing general layout of the existing PD-R, which accounts for the wetland in the northwest portion of the subject property. An environmental conditions analysis has been included in this staff report. Wetlands have been delineated in accordance with the methodology established in Florida Administrative Code, as required by Policy 1.10.a. The amended PD Master Plan establishes minimum wetland setbacks that comply with Policy 1.10.g.

Recreation Element

Policy 1.2.b: The City shall adhere to a minimum level of service of five (5.0) acres of community, neighborhood or pocket park, per 1,000 persons, with a minimum of 20 percent of this in improved, passive parks.

Evaluation & Findings: A public facilities impact analysis has been included in this staff report. The proposed PD-R amendment is not anticipated to negatively impact the level of service. Public facilities will be reevaluated in future development applications regarding this PD-R and the subject property as this PD-R amendment does not constitute a final development order.

ENVIRONMENTAL CONDITIONS ANALYSIS

Wetlands

Wetlands are areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal conditions do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Evaluation & Findings: As part of the original PD-R application, the applicant submitted a letter and map which delineated the location of wetland areas in accordance with Chapter 62-340, Florida Administrative Code. In addition, the amended PD Master Plan indicates the location of the wetland buffer. The wetland buffer is consistent with the applicable wetland protection standards established in the City's Comprehensive Plan (Objective 1.10 of the Conservation and Open Space Element) and in the Land Development Regulations (Section 6.9.5.).

Strategic Ecosystems

Strategic Ecosystems were identified by an ecological inventory project in a report prepared for Alachua County Department of Growth Management in 1987 and updated in 1996. The purpose of the inventory was to identify, inventory, map, describe, and evaluate the most significant natural biological communities in private ownership in Alachua County.

Evaluation & Findings: The subject property is not located within or adjacent to a Strategic Ecosystem, therefore, the development will have no impact upon any Strategic Ecosystems identified within the ecological inventory report.

Regulated Plant & Animal Species

The Florida Natural Areas Inventory (FNAI) has identified areas throughout the State of Florida which may contain good quality natural communities. This data layer is known as the Potential Natural Areas (PNA) data layer, and identifies privately owned lands that are not managed or listed for conservation purposes. These areas were delineated by FNAI scientific staff through interpretation of natural vegetation from 1988-1993 FDOT aerial photographs and from input received during Regional Ecological Workshops held for each regional planning council. These workshops were attended by experts familiar with natural areas in the region.

Potential Natural Areas were assigned ranks of Priority 1 through Priority 5 based on size, perceived quality, and type of natural community present. The areas included in Priority 5 are exceptions to the above criteria. These areas were identified through the same process of aerial photographic interpretation and regional workshops as the PNA 1 through 4 ranked sites, but do not meet the standard criteria.

Evaluation & Findings: No species identified as endangered, threatened, or of special concern are known to exist on the subject property; however, a majority of the subject property is listed as a FNAI Priority 3 area. The FNAI PNA data is not intended for use in a regulatory decision-making process. The data must be referenced only as a resource to indicate the potential of land to support wildlife. Should a regulated plant or animal species be discovered, compliance with the applicable Comprehensive Plan policies and Land Development Regulations will be required.

Soil Survey

The hydrologic soil group is an indicator of potential soil limitations. The hydrologic soil group, as defined for each specific soil, refers to a group of soils which have been categorized according to their runoff-producing characteristics. These hydrologic groups are defined by the Soil Survey of Alachua County, Florida, dated August 1985. The chief consideration with respect to runoff potential is the capacity of each soil to permit infiltration (the slope and kind of plant cover are not considered, but are separate factors in predicting runoff). There are four hydrologic groups: A, B, C, and D. "Group A" soils have a higher infiltration rate when thoroughly wet and therefore have a lower runoff potential. "Group D" soils have a lower infiltration rate and therefore a higher runoff potential.

There are 11 soil types found within the subject property, shown in Table 2.

Table 2. Soil Types

Soil Type	Hydrologic Group	Drainage Class	Limitations		% of Subject Property (may not total to 100% due to rounding)
			Dwellings Without Basements	Small Commercial Buildings	
Arredondo Fine Sand; 5% to 8% Slopes	A	Well drained	Slight	Moderate: slope	22.94%
Bivans Sand; 8% to 12% Slopes	D	Poorly drained	Severe: wetness, slope	Severe: wetness, slope	15.26%
Lochloosa Fine Sand; 5% to 8% Slopes	C	Somewhat poorly drained	Slight	Moderate: slope	13.08%
Arredondo Fine Sand; 0% to 5% Slopes	A	Well drained	Slight	Slight	11.92%

Table 2. Soil Types (Continued)

Soil Type	Hydrologic Group	Drainage Class	Limitations		% of Subject Property (may not total to 100% due to rounding)
			Dwellings Without Basements	Small Commercial Buildings	
Fort Meade Fine Sand; 0% to 5% Slopes	A	Well drained	Slight	Slight	9.72%
Kendrick Sand; 2% to 5% Slopes	B	Well drained	Slight	Slight	8.24%
Pomona Sand; Depressional	D	Poorly drained	Severe: ponding	Severe: ponding	7.16%
Bivans Sand; 5% to 8% Slopes	D	Poorly drained	Severe: wetness, slope	Severe: wetness, slope	6.58%
Gainesville Sand; 0% to 5% Slopes	A	Well drained	Slight	Slight	4.38%
Tavares Sand; 0% to 5% Slopes	A	Moderately well drained	Slight	Slight	1.31%
Kanapaha Sand; 0% to 5% Slopes	B/D	Poorly drained	Severe: wetness	Severe: wetness	>1%

Evaluation & Findings: While some soil types pose limitations for urban uses, including dwellings, the limitations in areas where development would be permitted by the PD Master Plan are primarily due to slope. Soil types which present limitations due to wetness are primarily located in the wetland area or within the wetland buffer area. A more detailed geotechnical analysis may be required prior to any development of the site to further evaluate any potential limitations of the lands which may be presented by soils.

Flood Potential

Panel 12001C0140D of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Series, dated June 16, 2006 indicates that the development area is in Flood Zone X (areas determined to be outside of the 500-year floodplain).

Evaluation & Findings: The subject property is located in Flood Zone X (areas determined to be outside of the 500-year floodplain), therefore, there are no issues related to flood potential.

Karst-Sensitive Features

Karst sensitive areas include geologic features, such as fissures, sinkholes, underground streams, and caverns, and are generally the result of irregular limestone formations.

Evaluation & Findings: The subject property is not identified as a Karst sensitive area designated by the Suwannee River Water Management District (SRWMD) High Aquifer Recharge Map (HARP). There are no known geologic features located on the subject property which may indicate an increased potential for karst sensitivity.

Wellfield Protection Zones

Policy 7.2.1 of the Future Land Use Element of the City's Comprehensive Plan establishes a 500-foot radius area around each city-owned potable water well.

Evaluation & Findings: The subject property is not located within a City of Alachua wellhead protection zone as identified on the City of Alachua Wellfield Primary Protection Zones Map of the City's Comprehensive Plan, therefore, there are no issues related to wellfield protection.

Historic Structures/Markers and Historic Features

The State of Florida and the Alachua County Historic Resources Inventory identify historic structures in addition to the City's Historic Overlay District, as established by Section 3.7 of the City's Land Development Regulations.

Evaluation & Findings: The subject property is not within the City's Historic Overlay District and the State of Florida and Alachua County Historic Resources Inventory note no historic structures or markers on the subject property.

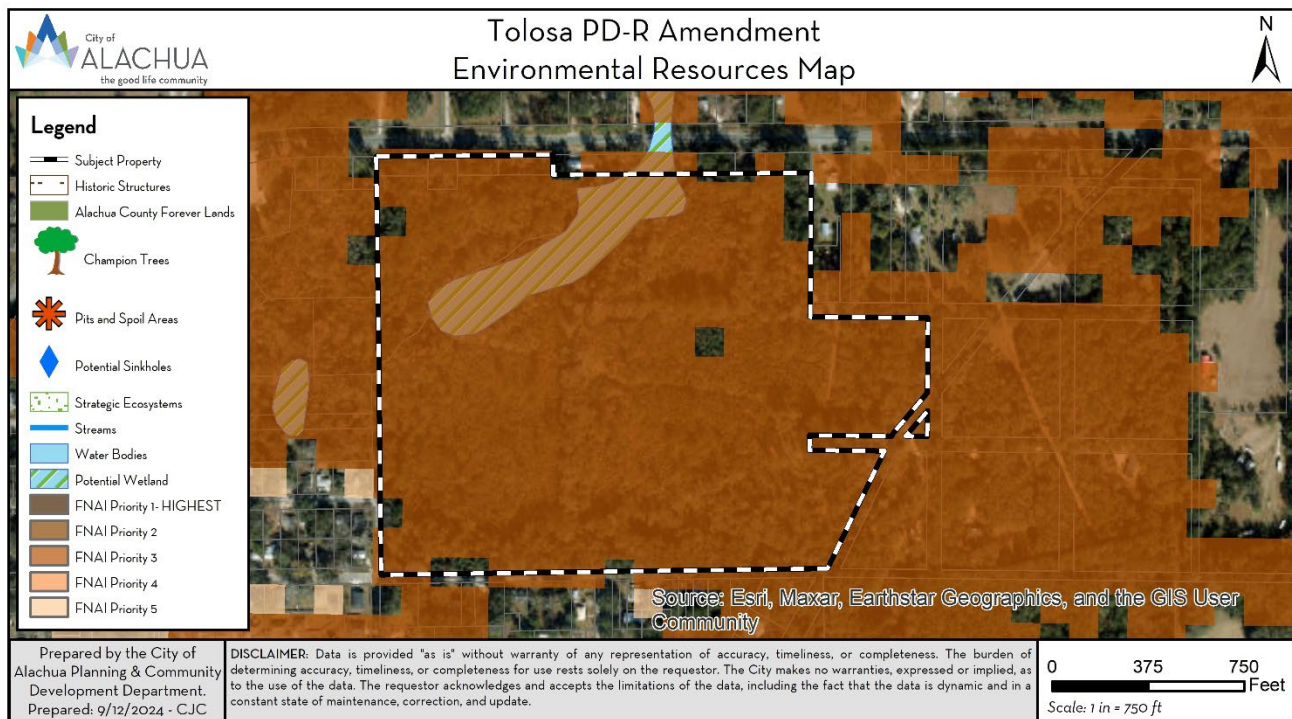


Figure 5. Environmental Resources Map

FINDINGS OF FACT: COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS

Planned Development Standards

Section 2.4.3(D)(2) of the City's Land Development Regulations (LDRs) establishes the standards with which all Planned Developments must be found compliant. As required by Section 2.4.3(D)(2), the application has been reviewed for compliance with the standards of Section 2.4.2(E), Section 3.6.2, and Section 3.6.3(A). An evaluation of the findings of the applicant's compliance with the standards is provided below.

SECTION 2.4.2(E), STANDARDS FOR SITE-SPECIFIC AMENDMENTS TO THE OFFICIAL ZONING ATLAS

The proposed amendment to the existing PD-R does not propose a site-specific amendment to the Official Zoning Atlas. The property is proposed to retain the current PD-R zone district. As such, the standards of Section 2.4.2(E) of the City's LDRs are not applicable.

SECTION 3.6.2, GENERAL STANDARDS FOR ALL PD DISTRICTS

(1) **Master Plan.** The PD Master Plan:

- (a) Identifies the general location of land uses within individual development areas or development pods and the mix of land uses;

Evaluation & Findings: The amended PD Master Plan identifies five development areas. The allowable uses within each area have been defined on the amended PD Master Plan, and the permitted land uses are stated on the amended PD Master Plan.

- (b) Calculates the number, type, and mix of land uses, including the total number of residential units, residential densities, and nonresidential intensities within each development area or development pods and the total number, type, and mix of land uses for the entire PD Master Plan;

Evaluation & Findings: The amended PD Master Plan identifies the number, type, and permitted land uses, including the total number of residential units and nonresidential intensities for the PD-R and each development area.

- (c) Identifies the general location of open space;

Evaluation & Findings: The applicant has shown the location of open space by identifying a Stormwater/Open space area on the amended PD Master Plan.

- (d) Identifies the location of environmentally sensitive lands, wildlife habitat, and stream corridors;

Evaluation & Findings: As part of the original PD-R application, the applicant submitted a letter and map which delineated the location of wetland areas in accordance with Chapter 62-340, Florida Administrative Code. In addition, the amended PD Master Plan indicates the location of the proposed wetland buffer as Area D. The proposed wetland buffer is consistent with the applicable wetland protection standards established in the City's Comprehensive Plan (Objective 1.10 of the Conservation and Open Space Element) and in the Land Development Regulations (Section 6.9.5.).

- (e) Identifies the on-site transportation circulation system including arterial and collector roads, existing or projected transit corridors, and pedestrian and bicycle pathways;

Evaluation & Findings: The amended PD Master Plan identifies the location of the on-site transportation circulation system. No roads within the proposed development are classified as arterial or collector roads.

- (f) Identifies on-site potable water and wastewater facilities; and

Evaluation & Findings: The amended PD Master Plan identifies the location of proposed on-site potable water and wastewater facilities, and the location of connection to off-site wastewater facilities.

- (g) Identifies the general location of all public facility sites serving the development, including transportation, potable water, wastewater, parks, fire, police, EMS, stormwater, solid waste and schools.

Evaluation & Findings: The applicant has identified on the amended PD Master Plan the location of internal circulation. The amended PD Master Plan identifies the general location of stormwater management facilities serving the development. The development will utilize existing public facilities for parks, fire, police, EMS, and schools, as noted on the amended PD Master Plan.

- (2) ***Consistency with the Comprehensive Plan.*** The PD zone district designation and the PD Master Plan is consistent with the Comprehensive Plan.

Evaluation & Findings: An analysis of the application's consistency with the Comprehensive Plan has been included in this staff report.

- (3) ***Compatibility with surrounding residential areas.*** Development along the perimeter of a PD district is compatible with adjacent existing or proposed future development. In cases where there are issues of compatibility, the PD Master Plan shall provide for transition areas at the edges of the PD district that provide for appropriate buffering and/or ensure a complimentary character of uses. Complimentary character shall be identified based on densities/intensities; lot size and dimensions; building height; building mass and scale; hours of operation; exterior lighting; and siting of service areas.

Evaluation & Findings: The uses permitted by the PD-R zone district are comparable to those presently located on nearby properties. Areas to the west and south of the subject property are developed with residential uses. The proposed Development Areas adjacent to existing development have been so designed so as to provide complimentary character.

- (4) ***Development phasing plan.*** If there are phases of development proposed for the PD, a development phasing plan shall be provided for the PD Master Plan that identifies the general sequence or phases in which the land is proposed to be developed, including how residential and nonresidential development will be timed, how infrastructure and open space will be provided and timed, and how development will be coordinated with the City's capital improvements program. The phasing plan shall be established at the time of approval of the PD Master Plan. It is permissible for a development phasing plan to include only one phase.

Evaluation & Findings: The proposed development may be constructed in one or more phases. Each phase would be required to meet the conditions created by the Planned Development Ordinance, the amended PD Master Plan, and applicable standards of the City's Comprehensive Plan and Land Development Regulations. The amended PD Master Plan shall be valid for a period of ten years from the original PD Master Plan approval. This proposed amendment to the PD-R does not extend the validity of the PD Master Plan. Only one ingress/egress from either NW 158th Avenue or Hipp Way would be required until 60 lots have been approved by a Final Plat. After 60 lots have been approved the second access point to either NW 158th Avenue or Hipp Way would be required. The ingress/egress point to SR 235 would require a permit through the Florida Department of Transportation (FDOT). The ingress/egress point to Hipp Way would require a permit through Alachua County Department of Public Works.

- (5) ***Conversion Schedule.*** The PD Master Plan may include a conversion schedule that identifies the range of conversion that may occur between different types of residential uses and between different types of nonresidential uses (i.e., residential to residential, or nonresidential to nonresidential) within the PD Master Plan. These conversions may occur within development areas and between development areas, as long as they occur within the same scheduled phase of development in the development phasing plan, and are consistent with established ranges of conversion set down in the conversion schedule.

Evaluation & Findings: Use areas may be adjusted by up to 10% during final PD plan approval, but proposed uses must conform to those permitted in the allowable use table in the amended PD Master Plan.

(6) *Public facilities.*

- (a) The PD Master Plan shall include a transportation component that demonstrates there is or will be adequate capacity concurrent with impacts of development on the City's road system to accommodate the development proposed in the PD Master Plan.

Evaluation & Findings: The amended PD Master Plan identifies the location of transportation facilities within the project. A public facilities impact analysis has been included in this staff report. The proposed PD-R amendment is not anticipated to negatively impact the level of service. Public facilities will be reevaluated in future development applications regarding this PD-R and the subject property as this PD-R amendment does not constitute a final development order.

- (b) The PD Master Plan shall include a potable water and wastewater component that demonstrates adequate capacity for potable water and wastewater is available or will be available concurrent with impacts of development at the time development occurs to accommodate the development proposed in the PD Master Plan.

Evaluation & Findings: The amended PD Master Plan requires on-site potable water and wastewater facilities to be in public rights-of-way and/or dedicated easements along internal rights-of-way. A public facilities impact analysis has been included in this staff report. The proposed PD-R amendment is not anticipated to negatively impact the level of service. Public facilities will be reevaluated in future development applications regarding this PD-R and the subject property as this PD-R amendment does not constitute a final development order.

- (c) The PD Master Plan shall include a parks component that demonstrates that adequate parks and recreation facilities are available or will be available concurrent with impacts of development to accommodate the development proposed in the PD Master Plan.

Evaluation & Findings: The amended PD Master Plan identifies the project's impact on recreational facilities. A public facilities impact analysis has been included in this staff report. The proposed PD-R amendment is not anticipated to negatively impact the level of service. Public facilities will be reevaluated in future development applications regarding this PD-R and the subject property as this PD-R amendment does not constitute a final development order.

- (d) The PD Master Plan shall include a solid waste component that demonstrates that adequate capacity for solid waste is available or will be available concurrent with impacts of development to accommodate the development proposed in the PD Master Plan.

Evaluation & Findings: The amended PD Master Plan identifies the project's impact on solid waste facilities. A public facilities impact analysis has been included in this staff report. The proposed PD-R amendment is not anticipated to negatively impact the level of service. Public facilities will be reevaluated in future development applications regarding this PD-R and the subject property as this PD-R amendment does not constitute a final development order.

- (e) The PD Master Plan shall include a stormwater component that demonstrates that adequate capacity for treatment of stormwater runoff is available or will be available concurrent with impacts of development to accommodate the development proposed in the PD Master Plan.

Evaluation & Findings: The applicant has identified the location of stormwater facilities on the amended PD Master Plan. All stormwater management facilities shall be designed to comply with the regulations of the City of Alachua and Suwannee River Water Management District (SRWMD).

- (7) ***Planned development agreement.*** Concurrent with the approval of the adopting ordinance for the PD zone district designation and the PD Master Plan, a PD agreement shall be established binding the PD to any conditions placed in the adopting ordinance and PD Plan. The PD agreement shall include, but not be limited to:
 - (a) The PD Master Plan, including any PD standards.
 - (b) Conditions related to the approval of the PD Master Plan.
 - (c) Conditions related to the form and design of development in the PD.
 - (d) Provisions addressing how transportation, potable water, wastewater, stormwater management, park, and other public facilities will be provided to accommodate the development proposed for the PD Master Plan, and if phased, how public facilities will be phased accordingly.
 - (e) Provisions related to environmental protection and monitoring.
 - (f) Provisions addressing concurrency compliance requirements.
 - (g) Any other provisions the City Commission determines is relevant and necessary to implement the terms and conditions of the PD Master Plan and any PD terms and conditions statements.

Evaluation & Findings: The existing PD agreement is to remain as currently adopted. No amendments to the PD agreement are proposed, only the PD Master Plan and Ordinance 19-28 adopted by the City Commission upon second reading on June 24, 2019, which established the existing PD-R zone district.

SECTION 3.6.3, ADDITIONAL STANDARDS FOR PD DISTRICTS.

(A) *PD-R, Planned Development Residential District.*

- (1) **Minimum area.** A PD-R district shall be a minimum of ten acres in area. The City Commission may waive the minimum size requirement based on a finding that creative site planning through zoning to a PD-R district is necessary to address a physical development constraint, protect sensitive natural areas, or promote a community goal when more conventional development or subdivision would be difficult or undesirable given the constraints on development.

Evaluation & Findings: The existing PD-R district is approximately 50.5-acres in area, exceeding the minimum 10-acre size requirement. No amendments are proposed to the bounds of the existing PD-R district.

- (2) **Uses.** The uses allowed in the PD-R district are identified in Table 4.1-1, Table of Allowed Uses. Allowed uses are subject to any use regulations applicable to the PD-R district.

Evaluation & Findings: The allowable uses are identified on the amended PD Master Plan, and comply with the uses allowed within the PD-R district as identified in Table 4.1-1.

- (3) **Densities/intensities.** The densities for residential development and the intensities for nonresidential development for the PD Master Plan and PD-R district designation shall be established in the PD Master Plan, and shall be consistent with the Comprehensive Plan. Densities and intensities may exceed that allowed in the base zone districts being replaced by the PD-R district.

Evaluation & Findings: The density of the residential development area is established on the amended PD Master Plan. The density identified on the amended PD Master Plan is consistent with the existing Moderate Density Residential future land use map designation.

- (4) **Dimensional standards.** The dimensional standards of the underlying base zone district being replaced by the PD-R district shall be incorporated into the PD Master Plan and apply to each development area of the PD-R district unless they are modified in ways that are consistent with the general intent and goals for development of the PD-R district and the scale and character of development in the City. Dimensional standards shall include the following:
 - (a) **Minimum dimensional requirements.** The minimum lot area, minimum lot width, minimum setback, maximum lot coverage, and maximum height for development.
 - (b) **Setbacks from adjoining residential uses.** Minimum setbacks or buffers from adjoining residential development or zone districts.

Evaluation & Findings: The minimum lot area, minimum lot width, minimum setbacks, maximum lot coverage, and maximum height for development within each development area are identified on the amended PD Master Plan. The amended PD Master Plan establishes the minimum setbacks for development within the subject property.

(5) **Development standards.** Unless otherwise specifically modified by a PD Master Plan, development in a PD-R district shall comply with the applicable standards Article 6, Development Standards. All modifications to a development standard in Article 6 shall be consistent with this section, and shall be included as a part of the PD Master Plan.

(a) **General development standards.** The following Table 3.6-1, Development Standards Applicable in the PD-R District, specifies the development standards applicable to development in the PD-R district, and the procedure for modifying a development standard:

Table 3.6-1. Development Standards Applicable in the PD-R District	
Development Standard	Procedure for Modification [1]
Off-street parking and loading (Section 6.1)	Inclusion in a master parking plan
Landscape/tree protection (Section 6.2)	Inclusion in an alternative landscaping plan
Exterior lighting (Section 6.4)	Inclusion in a master lighting plan
Signage (Section 6.5)	Inclusion in a master sign plan
Open space (Section 6.7)	Modifications prohibited
Environmental protection (Section 6.9)	
Concurrency management (Section 2.4.14)	
[1] Development standards shall only be modified in ways that are consistent with the general intent and purpose of the PD-R district.	

Evaluation & Findings: The applicant has not proposed any modifications to the development standards identified in Table 3.6-1. At the time of each Final PD Plan, the applicant shall be required to comply with all applicable standards of Article 6, Development Standards.

(b) **Public facilities standards.** The PD Master Plan shall ensure that impacts from the development are addressed for the following public facilities:

- (i) **Potable water.** The PD Master Plan shall establish the general location of on-site potable water facilities and how they will connect to the City's potable water system consistent with City laws, and how dedication of land, easements, and/or on-site construction of all potable water facilities/improvements will occur in a manner that complies with City laws.
- (ii) **Wastewater.** The PD Master Plan shall establish the general location of on-site wastewater facilities and how they will connect to the City's or other wastewater lines and mains and sewer interceptor lines consistent with City laws, and how dedication of land, easements, and/or on-site construction of all wastewater facilities/improvements will occur in a manner that complies with City laws.
- (iii) **Streets.** The PD Master Plan District shall establish the design of public streets within the PD-R in ways that comply with all applicable City standards, except that right-of-way, pavement widths, street widths, required materials, turning radii, and other design standards may be modified or reduced by the City Commission where it is found that:
 - a. The reduction or modification is necessary as a traffic-calming measure;
 - b. The PD Master Plan provides for separation of vehicular, pedestrian, and bicycle traffic;
 - c. Access for emergency service vehicles is not substantially impaired;
 - d. Adequate off-street parking is provided for the uses proposed; and
 - e. Adequate space for public utilities is provided within the right-of-way.
- (iv) **Stormwater.** The PD Master Plan District shall establish the design of a stormwater management system within the PD-R in ways that comply with all applicable City standards.
- (v) **Other.** The PD Master Plan shall establish the responsibility of the landowner/developer for providing right-of-way and easements and for constructing on-site facilities for all other infrastructure located on the site of the proposed PD-R district, including but not limited to, electrical utility lines, telephone lines, cable TV lines, or the underground conduit for such features. The PD Master Plan shall also establish the responsibility of the landowner/developer to make any other improvements as required by City ordinances, to guarantee construction of all required improvements, and, if requested by the City, to dedicate these improvements to the City in a form that complies with City laws. The PD Master Plan shall also specify the ownership, operation, and maintenance provisions for all on-site facilities not dedicated to the City.

Evaluation & Findings: As demonstrated within this report, the applicant has sufficiently addressed public facility standards as provided in Section 3.6.3(A)(5)(b)(i)-(iv). The applicant had previously requested, and was granted, modifications to Article 7 requirements for required subdivision improvements. The amended PD Master Plan does not alter these modifications. The amended PD Master Plan provides a note which contains the provisions required by this section, and indicates all on-site facilities not dedicated to the City shall be maintained by a property-owner's association.

PUBLIC FACILITIES IMPACT ANALYSIS

Section 2.4.14 of the City's Land Development Regulations (LDRs) establishes the standards for a Certificate of Concurrency Compliance which applies to all development orders unless exempted by Section 2.4.14(C). The application has been reviewed for impacts to roads, sanitary sewer, solid waste, stormwater management, potable water, and recreation facilities to ensure the application's potential impacts do not negatively impact the level of service (LOS) for those public facilities.

The public facilities impact analysis was conducted using the proposed maximum development potential of the PD-R, for a total of 180 dwelling units. The net change on public facility impacts between the original approval of the PD-R and the proposed amended PD-R are noted in the evaluation of each public facility. Public facilities will be reevaluated in future development applications regarding this PD-R and the subject property as this PD-R amendment does not constitute a final development order.

Traffic Impact

The following impacts are expected on the roadway segments identified in Table 3.

Table 3-1. Affected Comprehensive Plan Roadway Segments¹

Segment Number ²	Segment Description	Lanes	Functional Classification	Area Type	LOS
4	U.S. Hwy 441 From CR 25A East Intersection to SR 235	4/D	Principle Arterial	Urban Trans	D
5	U.S. Hwy 441 From SR 235 to I-75	4/D	Principle Arterial	COMM	D
9	SR 235 From US 441 to NW 140 th Street	2/U Bays	Major Collector	Comm	D
10	SR 235 From NW 140 th Street to East City Limit	2/U	Major Collector	Comm	D
12	CR 241 From NW SR 235 to North City Limit	2/U	Major Collector	Comm	D
¹ City of Alachua Comprehensive Plan, Transportation Element. ² For developments generating more than 1,000 trips, affected roadway segments are identified as those on which the development's impacts are five percent or greater of the maximum service volume of the roadway; and, all those wholly or partially located within 1/2 mile of the development's ingress/egress, or to the nearest intersecting major street, whichever is greater [Section 2.4.14(H)(2)(b) of the LDRs].					

Table 3-2. Potential Trip Generation ¹

Land Use	Density/Intensity	AADT	PM Peak Hour
Single-Family Detached ²	120 Units	1,132	119
Single-Family Attached ³	60 Units	432	37
Total	180 Units	1,564	156
¹ Source: ITE Trip Generation, 11 th Edition. ² ITE Code 210 ³ ITE Code 215			

Table 4-1. Projected Impact on Affected Comprehensive Plan Roadway Segment

Traffic System Category	Segment 4 U.S. Hwy 441 From CR25A East Intersection to SR 235	
	AADT	Peak Hour
Maximum Service Volume ¹	45,700	4,110
Existing Traffic ²	19,134	1,767
Reserved Trips ³	6,565	609
Available Capacity ³	20,001	1,734
Increase/Decrease in Trips Generated by Development ⁴	548	55
Residual Capacity	19,453	1,679
Residual Percentage of Permitted Design Capacity Utilized	47.43%	59.15%
¹ AADT & Peak Hour MSVs calculated using LOSPLAN 2012. County Facilities reflect a 10 percent reduction in the MSV calculated within LOSPLAN 2012 as set forth in the Generalized Tables for AADT / Peak Hour Volumes, FDOT 2018 Q/LOS Handbook. ² Florida Department of Transportation. (2024). <i>2023 Count Data</i> . Accessed via Florida Traffic Online April 2024. ³ Source: City of Alachua July 2024 Development Monitoring Report. ⁴ Trip Distribution: Segment 4 - 35%.		

Table 4-2. Projected Impact on Affected Comprehensive Plan Roadway Segment

Traffic System Category	Segment 5 U.S. Hwy 441 From SR 235 to I-75	
	AADT	Peak Hour
Maximum Service Volume ¹	39,000	3,510
Existing Traffic ²	25,096	2,198
Reserved Trips ³	3,753	328
Available Capacity ³	10,151	984
Increase/Decrease in Trips Generated by Development ⁴	469	47
Residual Capacity	9,682	937
Residual Percentage of Permitted Design Capacity Utilized	75.17%	73.30%
¹ AADT & Peak Hour MSVs calculated using LOSPLAN 2012. County Facilities reflect a 10 percent reduction in the MSV calculated within LOSPLAN 2012 as set forth in the Generalized Tables for AADT / Peak Hour Volumes, FDOT 2018 Q/LOS Handbook. ² Florida Department of Transportation. (2024). <i>2023 Count Data</i> . Accessed via Florida Traffic Online April 2024. ³ Source: City of Alachua July 2024 Development Monitoring Report. ⁴ Trip Distribution: Segment 5 - 30%.		

Table 4-3. Projected Impact on Affected Comprehensive Plan Roadway Segment

Traffic System Category	Segment 9 SR 235 From US 441 to NW 140 th Street	
	AADT	Peak Hour
Maximum Service Volume ¹	14,400	1,290
Existing Traffic ²	8,624	691
Reserved Trips ³	316	38
Available Capacity ³	5,460	561
Increase/Decrease in Trips Generated by Development ⁴	1,564	156
Residual Capacity	3,896	405
Residual Percentage of Permitted Design Capacity Utilized	72.94%	68.60%
¹ AADT & Peak Hour MSVs calculated using LOSPLAN 2012. County Facilities reflect a 10 percent reduction in the MSV calculated within LOSPLAN 2012 as set forth in the Generalized Tables for AADT / Peak Hour Volumes, FDOT 2018 Q/LOS Handbook. ² Florida Department of Transportation. (2024). <i>2023 Count Data</i> . Accessed via Florida Traffic Online April 2024. ³ Source: City of Alachua July 2024 Development Monitoring Report. ⁴ Trip Distribution: Segment 9 - 100%.		

Table 4-4. Projected Impact on Affected Comprehensive Plan Roadway Segment

Traffic System Category	Segment 10 SR 235 From NW 140 th Street to East City Limit	
	AADT	Peak Hour
Maximum Service Volume ¹	14,400	1,290
Existing Traffic ²	6,526	483
Reserved Trips ³	0	0
Available Capacity ³	7,874	807
Increase/Decrease in Trips Generated by Development ⁴	391	39
Residual Capacity	7,483	768
Residual Percentage of Permitted Design Capacity Utilized	48.33%	40.47%
¹ AADT & Peak Hour MSVs calculated using LOSPLAN 2012. County Facilities reflect a 10 percent reduction in the MSV calculated within LOSPLAN 2012 as set forth in the Generalized Tables for AADT / Peak Hour Volumes, FDOT 2018 Q/LOS Handbook. ² Florida Department of Transportation. (2024). <i>2023 Count Data</i> . Accessed via Florida Traffic Online April 2024. ³ Source: City of Alachua July 2024 Development Monitoring Report. ⁴ Trip Distribution: Segment 10 - 25%.		

Table 4-5. Projected Impact on Affected Comprehensive Plan Roadway Segment

Traffic System Category	Segment 12 CR 241 From NW SR 235 to North City Limit	
	AADT	Peak Hour
Maximum Service Volume ¹	15,120	1,359
Existing Traffic ²	1,578	150
Reserved Trips ³	356	35
Available Capacity ³	13,186	1,174
Increase/Decrease in Trips Generated by Development ⁴	157	16
Residual Capacity	13,029	1,158
Residual Percentage of Permitted Design Capacity Utilized	13.83%	14.79%
¹ AADT & Peak Hour MSVs calculated using LOSPLAN 2012. County Facilities reflect a 10 percent reduction in the MSV calculated within LOSPLAN 2012 as set forth in the Generalized Tables for AADT / Peak Hour Volumes, FDOT 2018 Q/LOS Handbook. ² Florida Department of Transportation. (2024). <i>2023 Count Data</i> . Accessed via Florida Traffic Online April 2024. ³ Source: City of Alachua July 2024 Development Monitoring Report. ⁴ Trip Distribution: Segment 12 – 10%.		

Evaluation & Findings: The impacts anticipated by the proposed amendment will not adversely affect the level of service (LOS) of any affected roadway segment and are therefore acceptable. The net change in total anticipated AADT from the original PD-R to the proposed amendment is -237 trips and is -64 trips for PM peak hour. Concurrency and public facilities impacts will be reevaluated during the review of future development applications.

Potable Water Impacts

Table 5. Potable Water Impacts

System Category	Gallons Per Day
Current Permitted Capacity ¹	2,300,000
Less Actual Potable Water Flows ¹	1,548,250
Reserved Capacity ²	467,620
Available Capacity	284,130
Increase/Decrease in Potable Water Demand from Application ³	50,400
Residual Capacity	233,730
Residual Percentage of Permitted Design Capacity Utilized	89.84%
¹ City of Alachua Public Services Department, April 2024 ² City of Alachua July 2024 Development Monitoring Report ³ Formula: Per City of Alachua Comprehensive Plan, Community Facilities Element Policy 4.1.c(2): 275 GPD / Unit	

Evaluation & Findings: The impacts anticipated by the proposed amendment will not adversely affect the level of service (LOS) of potable water facilities and are therefore acceptable. The net change in anticipated potable water demand from the original PD-R to the proposed amendment is +2,500 gallons per day. Concurrency and public facilities impacts will be reevaluated during the review of future development applications.

Sanitary Sewer Impacts

Table 6. Sanitary Sewer Impacts

System Category	Gallons Per Day
Treatment Plant Permitted Capacity ¹	1,500,000
Less Actual Treatment Plant Flows ¹	764,000
Reserved Capacity ²	435,759
Available Capacity	300,241
Increase/Decrease in Sanitary Sewer Demand from Application ³	45,900
Residual Capacity	254,341
Residual Percentage of Permitted Design Capacity Utilized	83.04%
¹ City of Alachua Public Services Department, April 2024 ² City of Alachua July 2024 Development Monitoring Report ³ Formula: Per City of Alachua Comprehensive Plan, Community Facilities Element Policy 1.1.d(b): 250 GPD / Unit	

Evaluation & Findings: The impacts anticipated by the proposed amendment will not adversely affect the level of service (LOS) of sanitary sewer facilities and are therefore acceptable. The net change in anticipated sanitary sewer demand from the original PD-R to the proposed amendment is +2,000 gallons per day. Concurrency and public facilities impacts will be reevaluated during the review of future development applications.

Solid Waste Impacts

Table 7. Solid Waste Impacts

System Category	Pounds Per Day	Tons Per Year
Existing Demand ¹	44,060.00	8,040.95
Reserved Capacity ²	50,388.47	9,195.90
Increase/Decrease in Demand Generated by Application ³	1,856.26	339
New River Solid Waste Facility Anticipated Capacity ⁴	50+ Years	
1 Bureau of Economic & Business Research, University of Florida, Estimates of Population by County and City in Florida (2023); Policy 2.1.a, Community Facilities Element. Formula: 11,015 Persons x 0.73 tons per year. 2 City of Alachua July 2024 Development Monitoring Report 3 Formula: Per City of Alachua Comprehensive Plan, Community Facilities Element Policy 2.1.a: 0.73 tons / year per capita 4 New River Solid Waste Association, April 2024		

Evaluation & Findings: The impacts anticipated by the proposed amendment will not adversely affect the level of service (LOS) of solid waste facilities and are therefore acceptable. The net change in anticipated solid waste demand from the original PD-R to the proposed amendment is +5.2 tons per year. Concurrency and public facilities impacts will be reevaluated during the review of future development applications.

Recreation Facilities

Table 8-1. Recreational Impacts

System Category	Acreage
Existing City of Alachua Recreation Acreage ¹	135.48
Acreage Required to Serve Existing Population ²	55.08
Reserved Capacity ¹	13.84
Available Capacity	66.57
Increase/Decrease in Recreation Acreage Demand by Development ³	2.13
Residual Capacity	64.44
Residual Percentage of Recreation Acreage Capacity Utilized	52.44%
¹ City of Alachua July 2024 Development Monitoring Report ² Bureau of Economic & Business Research, University of Florida, Estimates of Population by County and City in Florida (2023); Policy 1.2.b, Recreation Element. Formula: 11,015 Persons x (5 acres / 1,000 persons). ³ Formula: Per City of Alachua Comprehensive Plan, Recreation Element Policy 1.2.b: 2.37 persons per unit * 180 units * (5 acres / 1,000 persons)	

Table 8-2. Passive Recreational Impacts

System Category	Acreage
Existing Improved Passive Park Space ¹	34.82
Minimum Improved Passive Park Space Required to Serve Existing Population ^{1, 2}	11.02
Reserved Capacity ^{1, 2}	2.76
Available Improved Passive Park Space	21.04
Increase/Decrease in Improved Passive Park Space Demand by Development ³	0.43
Residual Capacity	20.61
Residual Percentage of Improved Passive Park Space Capacity Utilized	40.81%
¹ City of Alachua July 2024 Development Monitoring Report ² Formula: Per City of Alachua Comprehensive Plan, Recreation Element Policy 1.2.b: Acreage Required * 0.20 ³ Formula: Per City of Alachua Comprehensive Plan, Recreation Element Policy 1.2.b: 2.37 persons per unit * 180 units * (5 acres / 1,000 persons) * 0.20	

Evaluation & Findings: The impacts anticipated by the proposed amendment will not adversely affect the level of service (LOS) of recreation facilities and are therefore acceptable. The net change in anticipated recreation demand from the original PD-R to the proposed amendment is +0.07-acres. For passive recreational impacts, the net change in demand is +0.02-acres. Concurrency and public facilities impacts will be reevaluated during the review of future development applications.

Public School Facilities

A School Capacity Review was submitted to The School Board of Alachua County (SBAC) in accordance with the City's Comprehensive Plan, specifically Policies 1.1.b, 1.1.c, 1.1.e, and 1.1.f of the Public School Facilities Element. According to the School Capacity Review report submitted to the City by the School Board of Alachua County on August 28, 2024, capacity is currently available at the elementary, middle, and high school levels to support the proposed amendment.

EXHIBIT "A"
TO
TOLOSA PD-R AMENDMENT
PR24-0001
STAFF REPORT

DRAFT ORDINANCE 25-01

ORDINANCE 25-01

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE TOLOSA PLANNED DEVELOPMENT-RESIDENTIAL (“PD-R”); AMENDING SECTION 3, DEVELOPMENT PARAMETERS, OF ORDINANCE 19-28; AMENDING SHEET C2.0 OF THE PD MASTER PLAN; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the City Commission of the City of Alachua, Florida adopted Ordinance 19-28 upon second reading on June 24, 2019, establishing a PD-R zone district on the subject property, the legal description for which is attached hereto as Exhibit “A” and is herein referred to as the “Property”; and,

WHEREAS, Ordinance 19-28 establishes development parameters for the PD-R zone district, approves the PD Master Plan, and adopts a valid Planned Development Agreement; and,

WHEREAS, an application for an amendment to an existing Planned Development (“PD”) in the City known as Tolosa Planned Development-Residential (“PD-R” or “Project”), as described below, has been filed with the City by 3rd Generation Developer, LLC and Bentley Timber LLC, (“Owners”); and

WHEREAS, the Owners desire to amend the PD-R to increase the permitted maximum of 160 residential units to 180 residential units and decrease the permitted maximum of non-residential floorspace from 22,000 square feet to 2,000 square feet on the Property (“Amendment”); and

WHEREAS, the City advertised a public hearing to be held before the Planning and Zoning Board, sitting as the Local Planning Agency (“LPA”), _____; and

WHEREAS, the LPA conducted a quasi-judicial public hearing on the proposed Amendment on _____, and the LPA reviewed and considered all comments received during the public hearing concerning the proposed Amendment and made its recommendation to the City Commission; and

WHEREAS, the City advertised public hearings to be held before the City Commission on _____ and _____; and,

WHEREAS, the City Commission conducted quasi-judicial public hearings on the proposed Amendment on _____, and _____, and provided for and received public participation at both public hearings; and

WHEREAS, the City Commission has determined and found the proposed Amendment to be consistent with the City’s Comprehensive Plan and the City’s Land Development Regulations (“LDRs”); and

WHEREAS, for reasons set forth in this ordinance that is hereby adopted and incorporated as findings of fact, 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. Findings of Fact and Conclusions of Law

1. The above recitals are true and correct and are incorporated herein by reference.
2. The proposed Amendment is in compliance with the City's LDRs.
3. The proposed Amendment will not cause a reduction in the adopted level of service standards for transportation, water, sewer, waste, stormwater, recreation, and public schools.

Section 2. PD Master Plan Amended

Sheet C2.0 of the PD Master Plan adopted concurrent with the approval of Ordinance 19-28 is amended to be as shown in Exhibit "C" to permit for a maximum potential development of 60 dwelling units and zero square feet of nonresidential in Development Area 'B'.

Section 3. Ordinance 19-28 Amended

The development parameters for the PD-R adopted by Ordinance 19-28 are amended to permit for a maximum potential development of 60 dwelling units and zero square feet of nonresidential in Development Area 'B' as follows (text that is underlined is to be added and text that is shown as ~~striketrough~~ is to be removed):

1. The development shall consist of single-family and multiple-family residential development, community recreation, non-residential uses and stormwater/open space development areas as shown on the PD Master Plan. The density, intensity, allowable uses, acreage, and dimensional standards, where applicable, for each Development Area are as follows:

Maximum Development Area & Density/Intensity	Allowable Uses	Maximum Potential Development	Acres	Dimensional Standards	Percentage of PD
Development Area 'B' 4du/acre .75 FAR	Single Family Detached Residential; Single Family Attached Residential; Multiple Family Residential; Daycare; Religious Institutions; Restaurants without a Drive Through; Community Buildings/ Clubhouse;	40 dwelling units 20,000 square feet nonresidential <u>60 dwelling units</u>	±3.75	<i>Minimum Lot Area</i> 800 square feet <i>Minimum Lot Width</i> 20 feet <i>Minimum Lot Depth</i> 40 feet <i>Setbacks</i> Front (Primary) = 0' Front (Secondary) = 0' Side = 0'	±7.40%

Maximum Development Area & Density/Intensity	Allowable Uses	Maximum Potential Development	Acres	Dimensional Standards	Percentage of PD
	Professional—Office; Neighborhood Recreation—Center; Commercial Recreation, Indoor			Rear=0' Maximum Building Height 45 feet Maximum Lot Coverage 90% Arterial Street Building Setback 75' from ROW Centerline of SR 235 Minimum Living Area 750 square feet (per dwelling unit)	

Section 4. Remain in Effect

All other requirements, conditions, and development parameters of Ordinance 19-28, the PD Master Plan, and the valid Planned Development Agreement as originally adopted shall remain as originally adopted. If there is any inconsistency between the terms of Ordinance 19-28 and this Ordinance 25-01, the terms of this Ordinance 25-01 shall govern.

Section 5. 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 Alachua, Florida.

Section 6. Repealing Clause

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

Section 7. Providing for Severability

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

Section 8. Effective Date

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

PASSED on first reading on the _____ day of _____.

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

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

EXHIBIT “A”

Tax Parcel Numbers 03135-000-000, 03130-004-000, 03130-007-001, 03130-008-000 and 03130-009-000

LEGAL DESCRIPTION:

That part of the Southwest 1/4 and Southeast 1/4 of Section 11, Township 8 South, Range 18 East, Alachua County, Florida, comprised of lands described in O.R.B. 4427, Pg. 373 and O.R.B. 4564, Pg. 460 and O.R.B. 4564, Pg. 462, as recorded in the Public Records of Alachua County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 11, Township 8 South, Range 18 East, Alachua County, Florida, said Southeast 1/4 corner being also the POINT OF BEGINNING; thence South 89 degrees 12 minutes 14 seconds West along the South line of said Southeast 1/4 of the Southwest 1/4 for 1496.73 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4; thence North 00 degrees 06 minutes 04 seconds West along the West line of said Southeast 1/4 of the Southwest 1/4 for 1343.16 feet to the Northwest corner of said Southeast 1/4 of the Southwest 1/4; thence continue North 00 degrees 06 minutes 04 seconds West, along said West line for 65.44 feet to a point on the South right of way line of State Road number 235 (100 foot Wide Right-of-Way); thence North 89 degrees 25 minutes 36 seconds East, along said Right-of-Way for 621.33 feet to the Northeast corner of the "Cain" parcel, as per description recorded in Official Records Book 2015, Page 694 of said Public Records; thence South 00 degrees 21 minutes 14 seconds West along the East line of said "Cain" parcel for 67.55 feet to the Southeast corner of said "Cain" parcel and an intersection with the North line of the Southeast 1/4 of the Southwest 1/4; thence North 89 degrees 37 minutes 50 seconds East along said North line for 834.19 feet to an intersection with the West line of Block 1, Range 3 of NEWNANSVILLE SUBDIVISION (unrecorded); thence South 00 degree 24 minutes 49 seconds West along said West line and along the West Right-of-Way line of Wilson Street (50 foot wide Right-of-Way) for 481.50 feet to the Northwest corner of Block 1, Range 4 of said NEWNANSVILLE SUBDIVISION; thence South 89 degrees 17 minutes 50 seconds East along the North line of said Block 1, Range 4 and along the South Right-of-Way line of said Wilson Street for 399.77 feet to the Northeast corner of said block 1, Range 4 and an intersection with the West Right-of-Way line of Magnolia Street (50 foot wide Right-of-Way); thence South 00 degrees 21 minutes 08 seconds West along said West Right-of-Way line and along the East line of said Block 1, Range 4 for 250.06 feet to an intersection with the monumented Westerly Right-of-Way line of Hipp Way (apparent 50 foot wide Right-of-Way); thence South 40 degrees 35 minutes 29 seconds West along said monumented Westerly Right-of-Way line for 180.87 feet; thence South 25 degrees 25 minutes 52 seconds West along said monumented Westerly Right-of-Way line for 12.29 feet to an intersection with the South line of said Block 1, Range 4 and an intersection with the North Right-of-Way line of an unnamed street (50 foot wide Right-of-Way); thence North 89 degrees 17 minutes 50 seconds West along said South line and along said North Right-of-Way line for 278.15 feet to the Southwest corner of said Block 1, Range 4; thence South 00 degrees 24 minutes 49 seconds West along the West Right-of-Way line of said unnamed street for 50.00 feet to the Northwest corner of Block 1, Range 5 of said Newnansville Subdivision; thence South 89 degree 17 minutes 50 seconds East along the North line of said Block 1, Range 5 and along the South Right-of-Way line of said unnamed street for 254.87 feet to an intersection with said monumented Westerly Right-of-Way line; thence South 25 degrees 25 minutes 52 seconds West along said Westerly monumented Right-of-Way line for 439.95 feet to an intersection with the South line of the Southeast 1/4 of said Section 11; thence North 89 degrees 21 minutes 00 seconds West along said South line for 15.48 feet to said POINT OF BEGINNING

Together with that part of said Block 1, Range 4 lying Easterly of the monumented Easterly Right-of-Way line of said Hipp Way.

EXHIBIT “B”

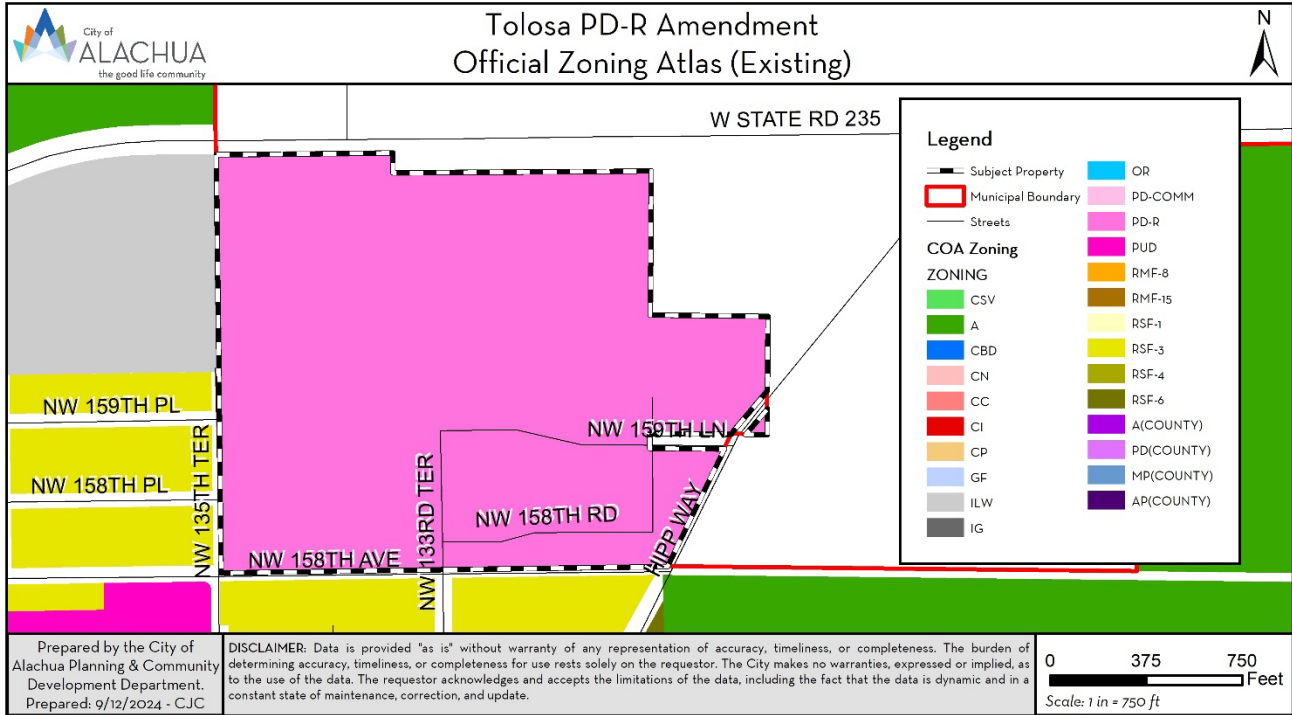


EXHIBIT “B”
TO
TOLOSA PD-R AMENDMENT
PR24-0001
STAFF REPORT

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



City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

September 3, 2024

Submitted electronically to tara.howell@jbpro.com

Tara Howell
JBrown Professional Group, Inc.
3530 NW 43rd Street
Gainesville, FL 32606

Application #: PR24-0001

RE: Notice of Hearing Scheduled for Tolosa PD-R Amendment

Dear Tara Howell,

On August 15, 2024, the City of Alachua received your revised application for an amendment to the Tolosa Planned Development-Residential (PD-R), which proposes amending a portion of the PD-R to increase the allowed density in area "B" from 40 units to 60 units and decrease the allowed non-residential intensity in area "B" from 20,000 sq-ft to 0 sq-ft on a ± 50.5-acre subject property (tax parcel(s): 03130-004-000; 03130-007-001; 03130-008-000; 03130-009-000; 03135-000-000; 03135-001-000).

Based on a review of the materials submitted, the City has determined that this application can now be scheduled for a hearing before the Planning and Zoning Board. **The application is tentatively scheduled for the October 8, Planning & Zoning Board meeting.**

You must provide two (2) double-sided, three-hole punched, color sets of each **complete** application package and a digital copy of all materials in PDF format on a CD or by emailing a Cloud / FTP link to download the materials to planning@cityofalachua.com no less than 10 business days prior to the PZB Meeting at which your applications are scheduled to be heard. The final day to submit these materials is **Thursday, September 26, 2024**. Materials may be submitted earlier than this date.

In addition, Section 2.2.9(D) of the Land Development Regulations requires the applicant to place posted notice signs on the subject property at least 14 days prior to the public hearing. Therefore, posted notice signs must be placed on the property no later than **Tuesday, September 24, 2024**. You will be notified when these signs are ready for pick up.

If you plan to utilize a PowerPoint presentation or would like other materials to be available for reference during the public hearing, please submit the presentation or materials no later than 12:00 PM on the last business day prior the PZB meeting (no later than **Monday, October 7, 2024**). Any presentation or materials may be submitted by emailing them to planning@cityofalachua.com.

If you have any questions regarding the information above, please contact me at (386) 418-6137 or via email at ccrockett@cityofalachua.org.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Carson J. Crockett'.

Carson J. Crockett, AICP Candidate
Planner

CC: Mike DaRoza, City Manager *(by electronic mail)*
 Rodolfo Valladares, Assistant City Manager *(by electronic mail)*
 Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
 Justin Tabor, AICP, Principal Planner *(by electronic mail)*
 Adam Hall, AICP, Principal Planner *(by electronic mail)*



City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

August 15, 2024

Submitted electronically to tara.howell@jbpro.com

Tara Howell
JBrown Professional Group, Inc.
3530 NW 43rd Street
Gainesville, FL 32606

Application #: PR24-0001

RE: Project Assistance Team (PAT) Comments for Tolosa PD-R Amendment

Dear Tara Howell,

On July 31, 2024, the City of Alachua received your revised application for an amendment to the Tolosa Planned Development-Residential (PD-R), which proposes amending a portion of the PD-R to increase the allowed density in area "B" from 40 units to 60 units and decrease the allowed non-residential intensity in area "B" from 20,000 sq-ft to 0 sq-ft on a ± 50.5-acre subject property (tax parcel(s): 03130-004-000; 03130-007-001; 03130-008-000; 03130-009-000; 03135-000-000; 03135-001-000).

The application has been reviewed by the City's Planning Assistance Team (PAT). Upon review of the application materials, the following insufficiencies must be addressed. A meeting may be scheduled upon request to review these comments.

Please address all insufficiencies in writing and provide an indication as to how they have been addressed by **5:00 PM on Thursday, September 5, 2024**. A total of three copies of the application package, plans, and a digital copy of all materials in PDF format on a CD or sent by emailing a Cloud/FTP link must be provided by this date. Upon receipt of your revised application, Staff will notify you of any remaining insufficiencies which must be resolved, if any, before the item may be scheduled for a public hearing before the Planning & Zoning Board. Please note that if Staff determines that the revised submission requires outside technical review by the City, your application may be delayed in order to allow for adequate review time. If all comments are addressed by the resubmission date above, the application may be scheduled for the **October 2024, Planning & Zoning Board (PZB) Meeting**.

Address the following insufficiencies:

Deficiencies to be Addressed

**** Unless otherwise noted, references to code sections are to the City of Alachua Land Development Regulations ****

1. Comprehensive Plan Consistency Analysis

- a. Tree mitigation is reviewed at the time of site plan, infrastructure plan, construction plans, or other development application reviews that constitute final development orders. Remove tree mitigation calculations from the application package.

2. Concurrency Impact Analysis

- a. Revise the Public School Student Generation Calculation Form to include all 180 units of the PD-R.

3. Miscellaneous

- a. Provide three, full sized hard copies of the Amended PD-R Master Plan on 24" x 36" sheets.

If you have any questions regarding the information above, please contact me at (386) 418-6137 or via email at ccrockett@cityofalachua.org. We look forward to receiving your revised application.

Sincerely,



Carson J. Crockett, AICP Candidate
Planner

CC: Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Justin Tabor, AICP, Principal Planner *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*
Project File



City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

July 31, 2024

Submitted electronically to tara.howell@jbpro.com

Tara Howell
JBrown Professional Group, Inc.
3530 NW 43rd Street
Gainesville, FL 32606

Application #: PR24-0001

RE: Completeness Review for Tolosa PD-R Amendment

Dear Tara Howell,

On July 31, 2024, the City of Alachua received your revised application for an amendment to the Tolosa Planned Development-Residential (PD-R), which proposes amending a portion of the PD-R to increase the allowed density in area "B" from 40 units to 60 units and decrease the allowed non-residential intensity in area "B" from 20,000 sq-ft to 0 sq-ft on a $\pm$ 49.85-acres subject property (tax parcel(s): 03130-004-000; 03130-007-001; 03130-008-000; 03130-009-000; 03135-000-000; 03135-001-000).

According to Section 2.6.6 of the City's Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning & Community Development Department has reviewed the aforementioned application for completeness and finds that **the application is complete at this time.**

This determination is based solely on a preliminary review of your application for completeness. An in-depth review of the content of the application will be performed, and the findings transmitted to you under separate cover. Project Assistance Team (PAT) meetings will be scheduled for this application as needed.

If you have any questions regarding the information above, please contact me at (386) 418-6137 or via email at ccrockett@cityofalachua.org. We look forward to receiving your revised application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carson J. Crockett".

Carson J. Crockett, AICP Candidate
Planner

CC: Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Justin Tabor, AICP, Principal Planner *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*



City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

July 11, 2024

Submitted electronically to tara.howell@jbpro.com

Tara Howell
JBrown Professional Group, Inc.
3530 NW 43rd Street
Gainesville, FL 32606

Application #: PR24-0001

RE: Fee Reduction Request Determination for Tolosa PD-R Amendment Application

Dear Tara Howell,

On July 10, 2024, the City of Alachua received your revised request on behalf of Bentley Timber, LLC and 3rd Generation Developer, LLC, property owners, to reduce the application fee for an application to amend the Tolosa PD-R in accordance with Section 2.8 of Resolution 24-05.

Section 2.8 of Resolution 24-05 states "the applicant may request a 25% reduction in application fees if it is found by the LDR Administrator, in his or her sole discretion, that an application will further one or more of the Strategic Initiatives as established within the City's current Strategic Plan". The base fee for PD amendment applications established by Resolution 24-05 is \$5,000. A fee reduction of 25% would result in an application fee of \$3,750.

The submitted justification letter contends that the proposed PD-R amendment will further Strategic Initiative 4.2 in the City's FY 2024 Strategic Plan by expanding residential unit availability and by providing for affordable housing options should development occur within the PD-R.

Strategic Initiative 4.2 states "develop strategies to ensure cohesive and compatible residential development to accommodate the growth of infill development and redevelopment within the City". The justification provided indicates that the proposed PD-R amendment has the potential to provide an increase in housing availability and unit type, but will not develop strategies to work towards the desired outcome of "ensur[ing] infill development and redevelopment occurs alongside greenfield and existing residential development in a cohesive and planned manner".

As such, the request for a fee reduction cannot be granted at this time. The remaining balance of your application fee for a PD amendment is \$1,250. Submittal of the remaining fee is required prior to review of the application.

If you have any questions regarding the information above, please contact the Planning & Community Development Department at (386) 418-6121 or via email at planning@cityofalachua.org.

Sincerely,



Mike DaRoza
City Manager / LDR Administrator

CC: Rodolfo Valladares, Assistant City Manager *(by electronic mail)*
Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Justin Tabor, AICP, Principal Planner *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*
Carson J. Crockett, AICP Candidate, Planner *(by electronic mail)*



City of Alachua

MIKE DAROZA
CITY MANAGER

PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

July 1, 2024

Submitted electronically to tara.howell@jbpro.com

Tara Howell
JBrown Professional Group, Inc.
3530 NW 43rd Street
Gainesville, FL 32606

Application #: PR24-0001

RE: Completeness Review for Tolosa PD-R Amendment

Dear Tara Howell,

On June 26, 2024, the City of Alachua received your application for an amendment to the Tolosa Planned Development-Residential (PD-R), which proposes amending a portion of the PD-R to increase the allowed density in area "B" from 40 units to 60 units and decrease the allowed non-residential intensity in area "B" from 20,000 sq-ft to 0 sq-ft on a ± 49.85-acres subject property (tax parcel(s): 03130-004-000; 03130-007-001; 03130-008-000; 03130-009-000; 03135-000-000; 03135-001-000).

According to Section 2.6.6 of the City's Land Development Regulations (LDRs), upon receipt of an application, a completeness review shall be conducted to determine that the application contains all the necessary information and materials, is in proper form and of sufficient detail, and is accompanied by the appropriate fee. The Planning & Community Development Department has reviewed the aforementioned application for completeness and finds that **the application is incomplete** and that the following deficiencies must be addressed to begin the review of the application.

In accordance with Section 2.2.6(B) of the LDRs, the applicant must correct the deficiencies and resubmit the application for completeness determination. *Plans and application materials may be made available for return in order to revise and resubmit as needed.*

The time frame and cycle for review shall be based upon the date the application is determined to be complete. If the applicant fails to respond to the identified deficiencies within 45 calendar days, the application shall be considered withdrawn. Final day to resubmit materials is **Thursday, August 15, 2024.**

Please note that if an additional completeness review is required, a resubmittal fee equal to 10% of the application fee will be assessed for each additional completeness review and must be paid prior to further review of the application.

The comments below are based solely on a preliminary review of your application for completeness. An in-depth review of the content of the application will be performed, and the findings discussed at a Project Assistance Team (PAT) meeting, which will be scheduled after the application is determined to be complete.

Deficiencies to be Addressed

** Unless otherwise noted, references to code sections are to the City of Alachua Land Development Regulations **

1. **Application Attachment #6, Mailing Labels.** The provided mailing labels do not provide for all property owners within 400 feet of the entire PD-R. Provide mailing labels for property owners within 400 feet of the entire PD-R.
2. **Application Attachment #7, Neighborhood Meeting.** Neighborhood meeting must be re-noticed and re-held. See below deficiencies.
 - a. Neighborhood meeting notices depict the meeting to be held June 20. The neighborhood meeting summary notes the meeting was held June 21.
 - b. Neighborhood meeting summary does not list start or end times and does not list who from the hosting organization was in attendance.
 - c. The mailing list of property owners within 400 feet appears to be based solely on the northwest portion of the PD-R. Property owners within 400 feet of the entire PD-R are required to be notified. Additionally, upon resubmittal, please provide the mailing list as a photo copy of the labels used, not on label paper.
3. **Application Attachment #8, Public School Student Generation Form.** Provide filled in PDF of the Alachua Public School Student Generation Form. Staff has provided you with the fillable PDF via email as part of this communication.
4. **Application Attachment #10, Proof of Ownership.** Proof of ownership for Parcel 03135-001-000 is missing. Provide proof of ownership.
5. **Application Attachment #11, Proof of Payment of Taxes.** Proof of payment of taxes for Parcel 03135-001-000 is missing. Provide proof of payment of taxes.
6. **Application Attachment #12, Fee.** Staff has initiated review of the requested fee reduction in accordance with Resolution 24-05. Staff will contact you once a determination has been rendered by the LDR Administrator.

If you have any questions regarding the information above, please contact me at (386) 418-6137 or via email at ccrockett@cityofalachua.org. We look forward to receiving your revised application.

Sincerely,

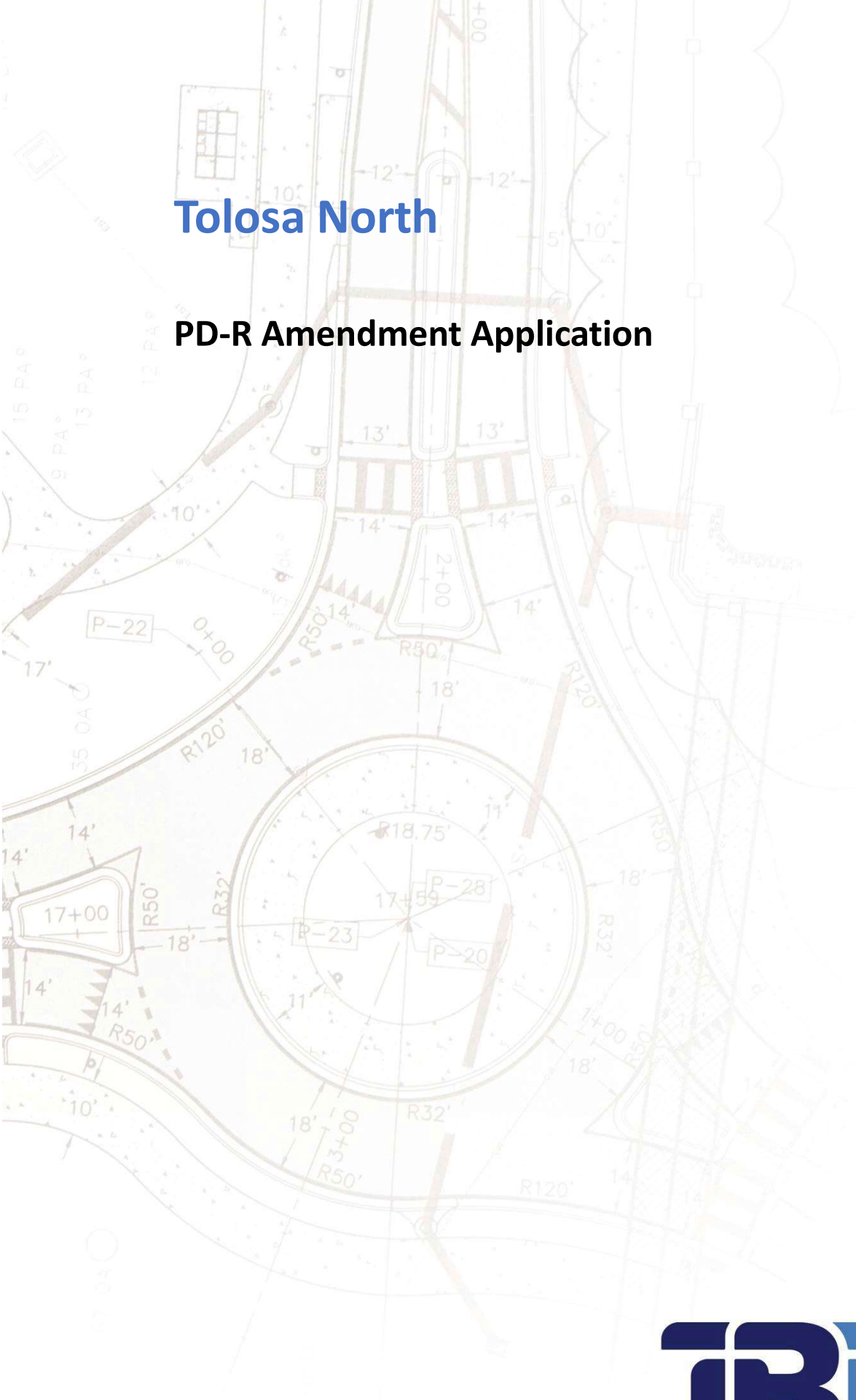


Carson J. Crockett, AICP Candidate
Planner

CC: Kathy Winburn, Planning & Community Development Director *(by electronic mail)*
Justin Tabor, AICP, Principal Planner *(by electronic mail)*
Adam Hall, AICP, Principal Planner *(by electronic mail)*

Tolosa North

PD-R Amendment Application



JBPro



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II. Analysis of consistency with the City of Alachua Comprehensive Plan	5
III. Analysis of the Consistency with the City of Alachua Land Development Regulations	21
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Attachment A: Cover Letter

Attachment B: Complete Application

Attachment C: Letters of Authorization

Attachment D: Deeds

Attachment E: Current Amended PDR Master Plan, Concept Plan

Attachment F: Aerial Image, Topographic Survey and Legal Description

Attachment G: Proof of Publication, Workshop Notice Mailer, Mailing Labels, Sign in Sheet, Presentation

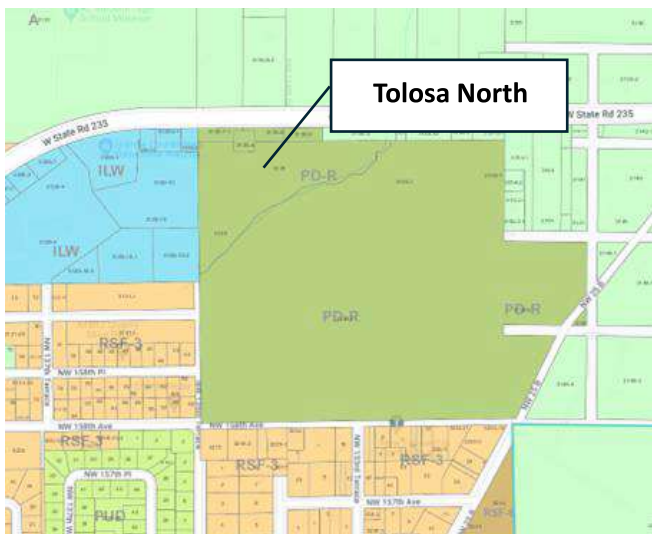
Attachment H: Tax Receipts

Attachment I: Student Generation Form

Attachment J: Tree Mitigation Report

I. Statement of Proposed Change

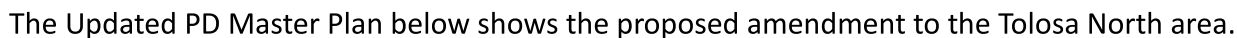
The following proposal is a request to increase the density in Tolosa North only, in an approved PD-R under the name of Tolosa. The parcels included in this proposed density change are 03130- 007-001, 03130-004-000, 03135-000-000, 03130-008-000, 03130-009-000. Parcel 03135-001-000 is an additional parcel in the original approved PDR. Tolosa North is located on West State Rd 235. The PD-R has a total of 49.85 acres. The Tolosa North parcels are 7.52 acres, more or less. The current approved PD-R allows up to 40 residential units and 20,000 sq. ft of non-residential in Tolosa North. This request proposes to amend the existing PD-R to allow up to 60 residential units and remove the commercial space of 20,000 sq. ft.



The table and map below show the current zoning districts for the PDR Tolosa and the surrounding areas.

Location	Zoning Districts
Property	PDR - Planned Development Residential
North	Agriculture
East	Agriculture
South	RSF-3 - Residential, Single Family
West	ILW-Industrial, Light, Warehousing RSF-3 - Residential, Single Family







II. Analysis of consistency with the City of Alachua Comprehensive Plan

A. Future Land Use Element

Policy 1.2.b: Moderate density residential (0 to 4 dwelling units per acre): The moderate density residential land use category allows residential development at a maximum density of 4 dwelling units per acre. The following uses are allowed in the moderate density residential land use category:

- o Single family, conventional dwelling units;
- o Accessory dwelling units;
- o Manufactured or modular homes meeting certain design criteria
- o Mobile homes only within mobile home parks;
- o Duplexes and quadplexes;
- o Townhomes;
- o Residential Planned Developments;
- o Supporting community services, such as schools, houses of worship, parks, and community centers

As stated in the original approved PD-R “Comment: The proposed density is 3.1 dwelling units per acres (160 maximum dwelling units on 50.45 acres) which is below the maximum permitted density of 4 dwelling units per acre. The development will consist of single family attached and detached dwelling units. Therefore, it is consistent with FLUE”

Comment: The maximum allowed units for the entire PD-R is 201. This PD-R amendment will continue to be under the maximum allowed density of 4 units per acre. The proposed increase of 20 additional residential units will increase the proposed total units to 180. The units proposed in the amendment will consist of townhomes. Therefore, it remains consistent with FLUE.



GOAL 2: Innovative Design Standards: The City shall utilize innovative design standards to discourage urban sprawl, provide aesthetic standards, promote open space and preserve rural character.

Objective 2.1. Planned Development (PD) Standards: In an effort to reduce the impacts of urban sprawl on the community and the region, the City of Alachua shall provide for wide array of planned development to encourage the creation of interrelated neighborhoods and districts to increase the quality of life for all residents of the City.

Policy 2.1.a: Residential Planned Developments (PD): The City shall establish flexible development and use regulations for residential PDs for use within the residential land use categories. Those regulations shall be developed to achieve the following:

1. Residential development through a mixture of housing types, prices and densities. The allowed uses within a residential PD are not subject to the permitted uses in the underlying land use category but shall be subject to the permitted uses as set forth in the Land Development Regulations or Ordinance adopting the PD. Single-family homes, zero lot line homes, and townhomes are examples of the allowable housing types within residential PDs.

As stated in the original approved PD-R Comment: *The proposed development consists of single family detached residential units, single-family attached dwelling units and accessory recreation uses to serve the development. The development and design standards proposed for the development within the PD Master Plan have been created with the intent of providing a high quality of design that pays homage to the nature landscape of the property by preserving linear parks with mature trees.*

Comment: This proposed amendment does not make any changes to the statement above from the approved original PD-R.

2. The opportunity to improve quality of life by placing activities necessary for daily living in close proximity to residences through the allowance of a limited amount of neighborhood commercial uses, and with special design criteria, community commercial uses, within the residential PD at appropriate densities and intensities.



As stated in the original approved PD-R Comment: Limited non-residential uses have been proposed for the Tolosa PD-R in use Area B in order to remain sensitive to adjacent, low intensity uses. These uses will provide non-residential uses in close proximity to the neighborhood.

Comment: This proposed amendment will remove the non-residential area from Tolosa North. However, the community recreation area, located in the southern part of the approved in the original PD-R, is not being altered in the amendment.

3. A range of parks and open space, from playgrounds to community gardens to active recreation facilities within the neighborhood.

As stated in the original approved PD-R Comment: A community recreation area is proposed, centrally located within the neighborhood to provide low intensity recreational amenities for the residents.

Comment: This proposed amendment does not make any changes to the statement above from the approved original PD-R.

4. Streets and public spaces that are safe, comfortable, and designed to respect pedestrians, non-vehicular and vehicular modes of transportation.

As stated in the original approved PD-R Comment: Sidewalks have been provided on all streets within the development, offering pedestrian connection between the residential lots and onsite recreation. The on street parking proposed also helps create a safer, slower speed street network.

Comment: This proposed amendment does not make any changes to the statement above from the approved original PD-R.

5. Conservation of materials, financial resources and energy through efficient design of infrastructure.

Comment: The location of the proposed development maximizes existing infrastructure systems and in doing so makes best use of and conserves infrastructure materials and financial costs.



Objective 2.4: Landscaping and Tree Protection Standards: The City shall adopt landscaping and tree protection standards in order to achieve the aesthetic design values of the community and preserve tree canopies, as well as specimen protected, heritage and champion trees.

Policy 2.4.c: Tree Protection: The City shall require the preservation of heritage trees and champion trees when possible. Standards shall be set for determining the health and safety risks associated with heritage and champion trees both on individual residential lots, and existing and proposed developments.

Policy 2.4.d: Tree Protection: The City shall establish standards for the preservation of regulated trees. Particular attention shall be given to preserving specimen and preferred species of regulated trees, where feasible.

As stated in the original approved PD-R Comment: All tree protection standards will be met.

Comment: A tree mitigation has been completed for Tolosa North and is attached. Through the mitigation it has been determined that 322 trees are being removed and 142 are being saved. For the removed trees it is required to replace at least 420 2" caliper trees. The 142 saved trees give a total of 450 Tree credits. Therefore, based on these calculations and per City of Alachua tree replacement code no additional trees are needed. This does not include or reflect any code complaint landscaping requirements for the overall site.

Objective 2.5: Open Space Standards: The City shall utilize open space requirements to preserve the rural character of Alachua, protect natural resources, and provide spaces for people to recreate and gather.

As stated in Original approved PD-R Comment: As shown on the PD Zoning Master Plan, open space will be provided as part of the proposed development plan in accordance with Section 6.7 of Alachua's Code of Ordinances.

Comment: This proposed amendment does not make any changes to the statement above from the approved original PD-R.



Policy 2.5.a: There shall be a minimum of 10% percent open space required. The City shall establish incentives for the provision of open space beyond minimum requirements.

As stated in the original approved PD-R Comment: Any future proposed development plan will conform to the City's Open Space standards. The PD Zoning Master Plan provides much greater than 10% open space.

Comment: This proposed amendment does not make any changes to the statement above from the approved original PD-R.

Policy 2.5.b: Open space shall not be limited to unusable portions of project sites. A portion of open space shall be usable and functional.

As stated in the original approved PD-R Comment: The proposed project includes usable and functional open space in the form of an eight (8) ft. wide neighborhood trail that meanders throughout the neighborhood. Therefore, it is consistent with FLUE Policy 2.5.b.

Comment: This proposed amendment does not make any changes to the statement above from the approved original PD-R.

Objective 3.11: Archeological Preservation: The City of Alachua shall encourage the protection of sites of archeological significance through the development review process and coordination with local, state and federal agencies.

Policy 3.11.a: The City shall utilize data from Alachua County and the State of Florida in review of potential archaeologically sensitive areas within the City of Alachua during the development review process.

Policy 3.11.b: Individual sites and areas of archeological significance shall be preserved, protected or acquired and, whenever possible, enhanced.



As stated in the original approved PD-R Comments: A letter, Florida Master Site File Map and Florida Master Site File Roster from the Florida Division of Historical Resources has been provided under the appendices section that verifies the Newnansville Town Site was located near the property and has been listed on the National Register since 1974 as an archaeological site because it was the historic seat of Alachua County. An associated cemetery is not on the subject property but located in the vicinity of the property.

Comment: This proposed amendment does not make any changes to the statement above from the approved original PD-R.

Objective 5.1: Natural features: The City shall coordinate Future Land Use designations with appropriate topography, soils, areas of seasonal flooding, wetlands and habitat during review of proposed amendments to the Future Land Use Map and the development review process. Natural features may be included as amenities within a development project.

As stated in the original approved PD-R Comment: The proposed project incorporates the natural features of the land as amenities in the form of open space corridors and the creek. No development will occur within the required setback of the creek and associated wetland. Therefore, it is consistent with FLUE Objective 5.1.

Comment: This proposed amendment does not make any changes to the statement above from the approved original PD-R.

Policy 5.1.d: Wetlands: The City shall utilize statewide wetland delineation methodology in accordance with Florida Administrative Code (FAC) and regulations adopted by the FDEP and the Suwannee River Water Management District.

As stated in Original approved PD-R Comment: The wetland delineation performed utilized the FAC, FDEP, and SRWMD methodology. Therefore, it is consistent with FLUE Policy 5.1.d.

Comment: This proposed amendment does not make any changes to the statement above from the approved original PD-R.



Objective 5.2: Availability of facilities and services: The City shall utilize a concurrency management system to ensure that the adopted level of service standards is maintained.

Policy 5.2.a: All new development shall meet level of service requirements for roadways, potable water and sanitary sewer, stormwater, solid waste, public schools, and improved recreation in accordance with LOS standards adopted in the elements addressing these facilities.

As stated in the original approved PD-R Comment: *The proposed development will not degrade the level of service of roadways, potable water and sanitary sewer, stormwater, solid waste, public schools and improved recreation below an acceptable level. Therefore, it is consistent with FLUE Policy 5.2.a.*

Comment: A complete concurrency analysis for the approved original PD-R and the proposed amendment area is provided in section IV.

B. Housing Element

GOAL 1: To facilitate the provision of safe, sanitary, healthy and affordable, quality housing for all present and future City residents, while preserving and enhancing the community's physical and social fabric, and cultural diversity, and while protecting the interests of special needs groups, and very low and low, and moderate-income households.

Objective 1.1: Provision of Safe, Affordable, Quality Housing: The City shall facilitate the provision of safe, sanitary, healthy and affordable, quality housing, to accommodate all present and future residents at all income and age levels, including those with special needs, through a variety of housing types, preferably within mixed-income neighborhoods.

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 housing, and shall ensure that appropriate land use designations and zoning districts exist to accommodate each type.



As stated in the original approved PD-R Comment: *The Tolosa development will consist of up to 120 single-family detached dwelling units and up to 40 single-family attached dwelling units that will enhance the property values within this area, serve nearby employment centers and offer quality housing to existing and future Alachua residents.*

Comment: The proposed amendment requests the 40 single-family attached dwelling units be increased to 60 single-family attached dwelling units. The different types of housing offered will not deviate from the types offered in the original approved PD-R.

C. Community Facilities and Natural Groundwater Recharge Element

GOAL 1: Wastewater Plan for and provide adequate, high quality and economical wastewater service while protecting the environment, especially groundwater resources.

Objective 1.2: Wastewater service will be made available to new development in a manner to promote compact urban growth, promoting development where wastewater service is available, and discouraging urban sprawl. For purposes of this objective, new development does not include remodeling of existing developments or additions of less than 33% to existing developments.

As stated in the original approved PD-R Comment: *The proposed development will connect to the City's wastewater facilities. Therefore, it is consistent with Community Facilities and Natural Groundwater Recharge Element Objective 1.2.*

Comment: The proposed amendment will increase the original approved PD-R by less than 33% and therefore does not deviate from the original PD-R approval in this category. In addition, a revised concurrency analysis for Tolosa North is attached to this justification.



Policy 1.2.a: The City shall establish a Community Wastewater Service Area, which includes all areas where wastewater service is available. Wastewater service shall be deemed available if: A gravity water system exists within 100 ft of the property line of any residential subdivision lot or single family residence and wastewater service can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

A gravity wastewater system exists with 500 ft of the property line of any residential subdivision consisting of 5 units or less and the gravity wastewater system can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

A gravity wastewater system, wastewater pumping station, or force main exists within ¼ mile of the property line of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and the gravity wastewater system, wastewater pumping station, or force main can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

As stated in the original approved PD-R Comment: *The proposed development will connect to the City's wastewater facilities. Therefore, it is consistent with Community Facilities and Natural Groundwater Recharge Element Policy 1.2.a.*

Comment: The proposed amendment will remain in compliance with the Community Facilities and Natural Groundwater Recharge Element. In addition, a revised concurrency analysis for Tolosa North is attached to this justification.

Policy 3.1.b: The City shall require the construction of roads within new plats or replats to be arranged so that the grades of the streets shall conform as closely as possible to the original topography to prevent the interruption of natural drainage flows, including sheet flow and flow to isolated wetland systems.



GOAL 3: Stormwater: Develop and maintain a stormwater management system that minimizes flooding, protects, preserves and enhances desirable water quality conditions, and, where possible, preserves and utilizes existing natural features.

Objective 3.1: Ensure provision of drainage and stormwater retention through level of service standards and design requirements to minimize flooding and to protect and improve water quality.

Objective 3.3: The City shall implement design guidelines for stormwater management facilities to promote dual use, protect natural features, and provide aesthetically pleasing facilities.

Objective 3.4: The City shall promote practices that minimize erosion, sedimentation and stormwater runoff.

Objective 3.5: The City shall work with the Suwannee River Water Management District and the FDEP criteria for karst stormwater management system design.

As stated in the original approved PD-R Comment *Onsite stormwater management facilities for proposed development will be designed and constructed in accordance with the City of Alachua, Suwannee River Water Management District stormwater requirements, as well as those of other applicable agencies.*

Comment: This proposed amendment does not make any changes to the statement above from the approved original PD-R.

Objective 4.1: Achieve and maintain acceptable levels of service for potable water quantity and quality.

Policy 4.1.b: The City shall establish a Community Potable Water Service Area, which includes all areas where potable water service is available. Water service shall be deemed available if:

1. A water main exists within 100 ft of any residential subdivision lot or single family residence water service can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.



2. A water main exists within 500 ft of any residential subdivision consisting of 5 units or less and water service can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

3. A water main exists within ¼ mile of any residential subdivision with more than 5 units, or any multi-family residential development, or any commercial development, or any industrial development and water service can be accessed through public utility easements or right of ways. The distance shall be measured as required for construction of the infrastructure along public utility easements and right of ways.

As stated in the original approved PD-R Comment: *The proposed development will connect to the City's potable water facilities. Therefore, it is consistent with Community Facilities and Natural Groundwater Recharge Element Policy 4.1.b.*

Comment: In addition, a revised concurrency analysis for Tolosa North is attached to this justification.

Policy 4.2.a: New urban development will only occur within areas where potable water services are available concurrent with development. For purposes of this policy, new development does not include remodeling of existing developments or additions of less than 33% to existing developments.

As stated in the original approved PD-R Comment: *The proposed development will connect to the City's potable water facilities. Therefore, it is consistent with Community Facilities and Natural Groundwater Recharge Element Policy 4.2.a.*

Comment: The proposed amendment will increase the original approved PD-R by less than 33% and therefore does not deviate from the original PD-R approval in this category. In addition, a revised concurrency analysis for Tolosa North is attached to this justification.

Policy 4.2.b: The City will continue to require necessary on-site water system improvements to be completed at the expense of the property owner.



As stated in the original approved PD-R Comment: *The proposed development will connect to the City's potable water facilities. Therefore, it is consistent with Community Facilities and Natural Groundwater Recharge Element Policy 4.2.b.*

Comment: In addition, a revised concurrency analysis for Tolosa North is attached to this justification.

Policy 5.2.b: The City shall require demonstration from engineering results that post development recharge volumes will equal predevelopment recharge volumes to the Floridan aquifer.

As stated in the original approved PD-R Comment: *The stormwater management design calculations for the future development will document the stormwater system design for pre-development flow vs. post-development flow.*

Comment: This proposed amendment does not make any changes to the statement above from the approved original PD-R.

Policy 5.2.c: Applicants for new development, expansions, or redevelopment shall employ one or more of the following techniques to address potential groundwater quality and quantity impacts:

1. Construction and maintenance of shallow, landscaped retention basins
2. Decreasing the amount of stormwater runoff through the use of pervious surfaces or increased open space
3. Development of a stormwater pollution prevention plan
4. Development of a sinkhole remediation plan
5. Development of a groundwater monitoring plan

As stated in the original approved PD-R Comment: *The proposed future development will implement one or more of the techniques required by Community Facilities and Natural Groundwater Recharge Element Policy 5.2.c.*



Comment: This proposed amendment does not make any changes to the statement above from the approved original PD-R.

D. Conservation and Open Space Element

GOAL 1: To conserve, protect, manage and restore the natural and environmental resources of the City by emphasizing stewardship and understanding that environmental issues transcend political and geographical boundaries.

Objective 1.2: Native Communities and Ecosystems: The City shall preserve and protect native communities and ecosystems, particularly those considered endangered or threatened.

Policy 1.2.a: The City shall ensure that land use designations, development practices and regulations protect native communities and ecosystems, and environmentally sensitive lands.

Policy 1.2.j: The City shall require all new development to be oriented in a fashion that reduces habitat fragmentation and preserves the largest possible contiguous area of undisturbed habitat, to the extent practicable.

Policy 1.2.k: The City shall establish criteria for the removal of vegetation that is neither threatened nor endangered, distinguishing between native, non-invasive exotics, and invasive exotics.

Policy 1.2.l: The City shall protect regulated, heritage, and champion trees. The City may continue to participate in the Florida Champion Tree Program. Additionally, the City will require tree removal permits to protect regulated, heritage, and champion trees from accidental removal and other development related disturbances.

As stated in the original approved PD-R Comment: The developer will work with the City staff to determine the suitability and feasibility for preservation of any existing trees on the property through the development review process.



Comment: A tree mitigation has been completed for Tolosa North and is attached as attachment. Through the mitigation it has been determined that 322 trees are being removed and 142 are being saved. For the removed trees it is required to replace at least 420 2" caliper trees. The 142 saved trees give a total of 450 Tree credits. Therefore, based on these calculations and per City of Alachua tree replacement code no additional trees are needed. This does not include or reflect any code complaint landscaping requirements for the overall site.

Objective 1.3: Listed Species: The City shall protect species listed by State and Federal agencies as endangered, threatened or of special concern, and their habitats.

Policy 1.3.d: The City shall require prior to development approval, an inventory of listed species for all new developments in areas identified as known habitat for listed species. The inventory shall include detailed information regarding type, quantity, location and habitat requirements for any listed species identified. Deminimus threshold for properties required to complete the inventory shall be established in the City's Land Development Regulations.

As stated in the original approved PD-R Comment: *An environmental assessment of the property to include an inventory of listed species will be provided for any future development proposed.*

Comment: This proposed amendment does not make any changes to the statement above from the approved original PD-R.

Objective 1.10: Wetlands: The City shall protect and preserve wetland values and functions from adverse, human caused, physical and hydrologic disturbances.

Policy 1.10.g: The City shall require natural vegetative buffers around wetlands to protect the fragile ecosystems they sustain. Buffers, measured from the outer edge of the wetland, shall be created as established in the following table.

Resource Addressed	Required Buffer (feet)
<i>Wetlands less than or equal to 0.5 acre that do not support federally and/or state regulated vertebrate wetland/aquatic dependent animal species.</i>	50' Average 35' Minimum
<i>Wetlands greater than 0.5 acre that do not support the animal species described above.</i>	75' Average 50' Minimum
<i>Areas where the animal species described above have been documented within 300 feet of a wetland.</i>	100' Average 75' Minimum

As stated in the original approved PD-R Comment: *The proposed Master Plan indicates the wetland buffer, which has been designed in accordance with the above Table. Therefore, it is consistent with Community Facilities and Natural Groundwater Recharge Element Policy 1.10.g.*

Comment: The proposed amended Master Plan indicates the wetland buffer, which has been designed in accordance with the above Table. Therefore, it is consistent with Community Facilities and Natural Groundwater Recharge Element Policy 1.10.g.

OBJECTIVE 1.12: Water Resources: The City shall protect and conserve the quantity and quality of water resources, not only for the benefit of residents of the City, but for all in North Florida who depend on the Floridan Aquifer for drinking water, and for the benefit of all connected springs, streams, and rivers which may be impacted by the City's land use and development practices.

As stated in the original approved PD-R Comment: *The proposed development does not include surface waters.*

Comment: The proposed amendment will not include surface waters.



Policy 1.12.d: The City shall require the following buffers for development along surface water bodies.

Buffers shall be measured from the outer edge of the water body and created as established in the following table.

Resource Addressed	Required Buffer (feet)
<i>Surface waters less than or equal to 0.5 acre that do not support federally and/or state regulated vertebrate wetland/aquatic dependent animal species.</i>	50' Average 35' Minimum
<i>Surface waters greater than 0.5 acre that do not support the animal species described above.</i>	75' Average 50' Minimum
<i>Areas where the animal species described above have been documented within 300 feet of a surface water</i>	100' Average 75' Minimum

As stated in the original approved PD-R Comment: *The proposed development does not include surface waters.*

Comment: The proposed amendment will not include surface waters.



III. Analysis of the Consistency with the City of Alachua Land Development Regulations

Section 2.4.2(1)

(b) Consistent with ordinances: The proposed amendment is not in conflict with any portion of these LDRs or any of the City Code of Ordinances.

Comment: The proposed increase in density of 20 additional single-family attached dwelling units will not create any conflict with the City of Alachua's Land Development Regulations or Code of Ordinances. The amendment will not cause any deviations from the approved PD-R concerning conflicts with the Land Development Regulations or City Code of Ordinances.

(c) Logical development pattern: The proposed amendment would result in a logical and orderly development pattern.

As stated in the original approved PD-R Comment: *The PD-R Master Plan depicts the layout of the internal streets within the proposed PD-R. The layout is established to create logical street patterns and reasonable lot sizes in accordance with City of Alachua regulations. Special attention was paid to existing mature tree canopy stands and significant tree species for creating natural open spaces with tree lined vistas for environmental, aesthetic, and passive recreational appeal. The street and lot layouts were planned with stormwater management needs in mind to allow for natural flows of stormwater to proposed stormwater management facilities at natural places. A neighborhood trail running throughout the development provides walkability and pedestrian connections throughout. The overall layout is logical and creates orderly lot configurations and inviting open spaces for the residents.*

Comment: The proposed increase in density from 40 single-family attached dwelling units to 60 single-family attached dwelling units is within the maximum allowed units of the PD-R (201) and does not establish a different development pattern than the approved PD-R. Furthermore, the increase in density is still consistent with surrounding residential areas.



(d) Premature development: The proposed amendment will not create premature development in undeveloped or rural areas.

As stated in the original approved PD-R Comment: *The proposed amendment will not create premature development. The market for single family housing in Alachua is very robust. In the City of Alachua's 2016 Growth Trends Report, the population of Alachua currently could be estimated at approximately 10,670. The projected growth in the population by 2025 is estimated to be approximately 12,950, which is an increase of approximately 2,290 persons. Per the 2010 US Census Bureau the average American home is approximately 2.58 persons, meaning in the next 7 years the City of Alachua could have an expected need of approximately 888 homes. Tolosa will help fill this need with market rate housing.*

Comment: The proposed increase in density will not create a different impact on the undeveloped or rural areas than the original approved PD-R as it remains within the original PD-R boundaries. In addition, the PD-R is located in an area of the city that is developed as residential along with Industrial, light and Ag.

(e) Incompatible with adjacent lands: The uses permitted by the proposed amendment are not incompatible with existing land uses of adjacent lands and/or the uses permitted by the zone district classifications of adjacent lands.

Comment: The proposed increase density does not change the compatibility with the adjacent land uses from the approved PD-R. To the south, southwest, and west of the proposed amendment area of Tolosa North are residential developments.

(f) Adverse effect on local character: The proposed amendment will not adversely affect the character of the general area where it is proposed to be located by creating excessive traffic, density and/or intensities of use, building height and bulk, noise, lights or other physical effects or nuisances.



Comment: The proposed increased density of an additional 20 units will not alter or have additional impact on density and/or intensities of use, building height and bulk, noise, lights or other physical effects or nuisances from the approved PD-R. The residential units in this area of the PD-R, known as Tolosa North, will be town homes that will comply with all height restrictions. As a residential area no excessive noise or lighting will be emitted that would affect the character of that area. A traffic concurrency analysis is also listed below.

(g) Not deviate from pattern of development: The uses permitted by the proposed amendment will not deviate from the development pattern (both established and as proposed by surrounding zone districts) of the area where the proposed amendment is located.

Comment: The pattern of development was assessed and approved during the approval of the PD-R. The proposed increase in density of 20 units will not create a deviation from this approved pattern as the total amount of proposed units will remain under the allowed maximum amount of 201. The proposed amendment will still be compatible with the current and future land development pattern for this area of the city.

(h) Encourage sprawl: The proposed amendment will not encourage urban sprawl, either by resulting in strip or ribbon commercial development, leap-frog development, or low- density single dimensional development.

Comment: The proposed increased density by an additional 20 units increases the number of proposed units, increases the residential use of the property, and meets the approved maximum density set within the PD-R. The proposed increase of density is within the boundaries of the original PD-R and does not promote leapfrogging development.



(i) Spot zoning: The proposed amendment will not result in the creation of an isolated zone district unrelated to adjacent and surrounding zone districts (spot zoning).

Comment: The proposed PD-R amendment does request a change in existing zoning district.

(j) Public facilities: The proposed amendment will not result in development in a location where there are no plans by the City or other governmental entities to provide public facilities to serve the development (roads, potable water, wastewater, parks, stormwater management, and solid wastes), and there are no assurances by the private sector that public facilities are planned and will be available to adequately accommodate development.

Comment: Public services are available to serve the property and as indicated in the LOS analysis included in this report, the development will meet all LOS standards.

(k) No adverse effect on the environment: The proposed amendment would not result in significantly adverse impacts on the natural environment, including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Comment: The addition of the proposed 20 units will not deviate from the original development site plan. The wetland buffer is a 50' minimum but an average of 75'. It will be larger in some areas and pull it in to 50' in others.



IV. Concurrency Analysis

This Concurrency Impact Analysis considers the impact of the proposed development on public facilities including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations for the development approval (PD amendment). The concurrency analyses for the proposed amendment area, Tolosa North, are listed first in each section. They are followed by the original analyses from the original approved PD-R for comparison.

A. Potable Water:

Policy 4.1.c of the Community Facilities and Natural Groundwater Aquifer Recharge (CFNGAR) Element of the Comprehensive Plan establishes a potable water LOS Standard of 275 gallons per day per equivalent residential dwelling unit on an average annual basis. Policy 4.1.c of the CFNGAR Element states that when the City’s potable water facility reaches 85% of the permitted design capacity, no further development orders or permits will be issued until additional capacity becomes available. Table 3a was provided by the City’s 2024 Annual Concurrency Status Report, showing the City’s current utilization rate is 78.98% and current residual rate is 483,479 gallons per day.

Table 3a. Potable Water Impacts - Final Development Orders	
System Category	Gallons Per Day
Current Permitted Capacity ¹	2,300,000
Less Actual Potable Water Flows ¹	1,548,250
Reserved Capacity ²	401,945
Residual Capacity	349,805
Percentage of Permitted Design Capacity Utilized	84.79%
<i>Sources:</i> 1. City of Alachua Public Services Department, April 2024 2. Table 1	

Potable Water Project Impact

Below is Table 1 that utilizes 275 gallons per day for residential potable water. The proposed development will utilize 275 gallons per day for each residential unit, with a total of 60 residential units. The total gallons per day for residential development of potable water will be 16,500 gallons per day.



16,500 gallons per day is 4.71% of the residual capacity of potable water, leaving 333,305 gallons per day of residual capacity remaining.

Table 1 - Potable Water	Residential Units	Gallons Per Day
Single Family Attached	60	16,500
Totals	60	16,500
Based off a LOS of 275 gallons per day		
Sources:		
1.City of Alachua March 2024 Development Monitoring Report		
2.City of Alachua Comprehensive Plan CFNGAR		
3.F.A.C. Ch. 64E-6		

As stated in the original approved PD-R

Usage Calculations by proposed uses within the development

- *SF Detached: $(275 \text{ gpd} / \text{unit})^2 = 160 * 275 = 44,000 \text{ gpd}$*
- *Office: $(15 \text{ gpd} / 100 \text{ sf})^3 = 15 * 20,000/100 = 3,000 \text{ gpd}$*
- *Daycare: $(10 \text{ gpd}/\text{student} \ \& \ 15 \text{ gpd}/\text{employee})^3 = (10 * 75) + (15 * 10) = 900 \text{ gpd}$*

Result: Adequate potable water capacity exists for the proposed project

SYSTEM CATEGORY	GALLONS PER DAY
Current Permitted Capacity	2,300,000
Less Actual Flows	1,236,000
Less Reserved Capacity	52,485
Total (Actual Flow plus Reserved)	1,288,485
Available Capacity (Permitted - Total Flow)	1,011,515
Projected Potable Water Demand from Project	47,900
Residual Capacity ¹	963,615
Office: $(15 \text{ gpd} / 100 \text{ sf})^3 = 15 * 20,000/100 = 3,000 \text{ gpd}$ Daycare: $(10 \text{ gpd}/\text{student} \ \& \ 15 \text{ gpd}/\text{employee})^3 = (10 * 75) + (15 * 10) = 900 \text{ gpd}$	
Sources:	
1.City of Alachua May 2018 Development Monitoring Report	
2.City of Alachua Comprehensive Plan CFNGAR	
3.F.A.C. Ch. 64E-6	



B. Wastewater

Policy 1.1.d of the CFNGAR Element of the Comprehensive Plan establishes a sanitary sewer LOS Standard of 250 gallons per day per equivalent residential dwelling unit on an average annual basis. Table 4a indicates that when the sanitary sewer capacity reaches 85% of the permitted design capacity, no further development orders or permits will be issued until additional capacity becomes available. Table 4a below shows capacity at 76.00%, therefore there 359,991 gallons per day or 24.00% are available.

Table 4a. Sanitary Sewer Impacts - Final Development Orders	
System Category	Gallons Per Day
Treatment Plant Current Permitted Capacity	1,500,000
Less Actual Treatment Plant Flows ¹	764,000
Reserved Capacity ²	376,009
Residual Capacity	359,991
Percentage of Permitted Design Capacity Utilized	76.00%
<i>Sources:</i> 1. City of Alachua Public Services Department, April 2024 2. Table 1	

Wastewater Project Impact

Table 2 utilizes 250 gallons per day for residential wastewater. The proposed development will utilize 250 gallons per day for each residential unit, with a total of 60 residential units. The total gallons per day for residential development of potable water will be 15,000 gallons per day. 15,000 gallons per day is 4.17%% of the residual capacity of potable water, leaving 344,991 gallons per day of residual capacity remaining.

Table 2 – Wastewater	Residential Units	Gallons Per Day
Single Family Detached & Attached	60	15,000
Totals	60	15,000
Based off a LOS of 250 gallons per day		
<i>Sources:</i> 1. City of Alachua March 2024 Development Monitoring Report 2. City of Alachua Comprehensive Plan CFNGAR 3. F.A.C. Ch. 64E-6		



As stated in the original approved PD-R

Usage Calculations by proposed uses within the development

- Residential: $(250 \text{ gpd} / \text{unit})^2 = 160 * 250 = 40,000 \text{ gpd}$
- Office: $(15 \text{ gpd} / 100 \text{ sf})^3 = 15 * 20,000/100 = 3,000 \text{ gpd}$
- Daycare: $(10 \text{ gpd}/\text{student} + 15 \text{ gpd}/\text{employee}) = (10 * 75) + (15 * 10) = 900 \text{ gpd}$

Result: Adequate sanitary sewer capacity exists for the proposed project

SYSTEM CATEGORY	GALLONS PER DAY
Treatment Plant Current Permitted Capacity	1,500,000
Less Actual Treatment Plant Flows	687,000
Less Reserved Capacity	48,457
Available Capacity (Permitted - Actual - Reserve)	764,543
Projected Sanitary Sewer Demand from Project	1,011,515
Projected Potable Water Demand from Project	43,900
Residual Capacity ¹	720,643
Sources: 1.City of Alachua May 2018 Development Monitoring Report 2.City of Alachua Comprehensive Plan CFNGAR 3.F.A.C. Ch. 64E-6	

C. Solid Waste

Policy 2.1.a of the CFNGAR Element of the Comprehensive Plan establishes a LOS Standard for solid waste facilities of 0.73 tons per capita per year for residential development. The demand generated by non-residential uses can vary substantially between different use types, therefore a LOS Standard for non-residential uses is not adopted in the Comprehensive Plan.

Table 6a. Solid Waste Impacts - Final Development Orders		
System Category	Lbs Per Day	Tons Per Year
Existing Demand ¹	44,060.00	8,040.95
Reserved Capacity ²	47,884.21	8,738.87
New River Solid Waste Facility Capacity ³	50+ years	
1. Bureau of Economic & Business Research, University of Florida, Estimates of Population (2021); Policy 2.1.a, CFNGAR Element Formula: 11,015 persons x 0.73 tons per year 2. Table 1 3. New River Solid Waste Association, April 2024		

Solid Waste Project Impact

Table 3 utilizes a level of service of .73 tons per capita per year for residential solid waste. The proposed development will utilize 212 tons per year for each residential unit, with a total of 60 residential units. 60 DU * 2.58 Persons/DU * 0.73 tons/person/year = 212 tons/yr =

1,162 lbs/day. 1,162 lbs/day is 2.43% of the Reserved Capacity, leaving 446,722.21 lbs/day of Reserved Capacity remaining.

Table 3 – Solid Waste	Residential Units	Pounds Per Day
Single Family Detached	60	1,162
Totals	60	1,162
Based off a LOS of .73 tons per capita per year		



D. Stormwater

The project shall comply with all City of Alachua stormwater design criteria and regulations, the permitting requirements of the Suwannee River Water Management District (SRWMD), the requirements of the Florida Department of Environmental Protection, and the requirements of the Alachua County Environmental Protection Department. Stormwater management facilities will be designed for the 100-year critical duration storm event and will ensure that post-development runoff levels do not exceed pre-development runoff levels. Any flood plains will be analyzed at each development stage, and compensation will be provided as necessary. A complete stormwater management design report will be provided for each development phase.

E. Recreation

SYSTEM CATEGORY	Acreage
Existing City of Alachua Recreation Acreage	135.48
Acreage required to serve existing population	55.08
Proposed Demand	0.031
Available Recreation Acreage¹	69.58

Usage Calculations by proposed uses within the development

$60 \text{ DU} * 2.58 \text{ Persons/DU}^2 * 5 \text{ acres/1,000 Person}^3 = 0.031 \text{ Acres}$

Result: Adequate recreation space exists for the proposed project.

F. Transportation

The development is proposing 60 single family units.

Average Annual Daily Traffic Generator Average Rate = 9.44 per dwelling unit.

$60 \text{ units} * 9.44 = 566.40 = 567 \text{ Average Trips Per Day.}$

PM Peak Hour Generator Average Rate = .99 per dwelling unit. 63% entering and 37% exiting. $60 \text{ units} * .99 = 59.4 = 60 \text{ PM Peak Hour Trips Per Day}$

Table 2a. Traffic Impacts							
Roadway Segment (FDOT Segment #, CoA Comp Plan #)	Segment Description	AADT/ Peak Hour	Comp Plan MSV^^	Existing Traffic*^	Reserved Trips	Available Capacity**	% of Capacity Utilized
State Roads	Min LOS Std:D						
SR 235 (4109/1439,10)	NW 149th St- East City Limit	AADT	14,400	6,526	0	7,874	45.32%
		Peak Hour	1,209	483	0	807	37.44%

Trip generation calculations were carried out using the 10th edition of ITE's Trip Generation Manual and referencing land use codes 210 (Single Family Housing).

Segment #10	NW 140 th St. To East City Limit	Level of Service: D
Daily Trip Generation	AADT (Trips)	Peak Hour (Trips)
Max Service	14,400	1,209
Existing Traffic	6,526	483
Reserved	0	0
Available	7,874	807
New Net Trips	567	60
Remaining Capacity	7,307	747

G. School Concurrency

Please see the attached Alachua Public School Student Generation Form.



Attachment A:

Cover Letter

**Gainesville**

3530 NW 43rd Street
Gainesville, FL 32606

St. Augustine

4420 US-1 S, Suite 1
St. Augustine, FL 32086



jbpro.com



(844) Go-JBPro



contact@jbpro.com

July 30, 2024

Kathy Winburn
Director
Planning and Community Development
15100 NW 142nd Terrace
Alachua, Florida 32615

Subject: Proposed increase in allowable density within Tolosa PD-R.

Dear Ms. Winburn,

Attached is the submittal information for an amendment to a Planned Residential Development, Tolosa for parcel numbers:

- 03130-009-000
- 03130-008-000
- 03130-004-000
- 03130-007-001
- 03135-000-000
- 03135-001-000

The amendment request is for area "B" of the original PD-R. This area is known as Tolosa North. No changes are being requested for the larger portion of the PD-R south of the creek listed as parcel 03135-001-000. The current assigned allowable density for area "B" Tolosa North is 40 units with 20,000 Sq. Ft of non-residential space. The requested increase is an allowable density of 60 attached residential units with 0 sq. ft of non-residential. The 60 units will be built as affordable housing through Habitat For Humanity.

Enclosed is a complete application packet including supporting materials.

Please feel free to contact me if you have any questions or comments, or if you need any additional information.

Sincerely,

Tara E. Howell
Planner



Civil Engineering



Surveying



Land Planning



Construction Services



Attachment B:

Complete Application



THE GOOD LIFE COMMUNITY

FOR PLANNING USE ONLY

Case #: _____
Application Fee: \$ _____
Filing Date: _____
Acceptance Date: _____
Review Type: P&Z; CC

Site Specific Amendment to the Official Zoning Atlas Amendment (Rezoning) Application

Reference City of Alachua Land Development Regulations Article 2.4.2

A. PROJECT

1. Project Name: Tolosa Area B
2. Address of Subject Property: W. SR 235 03135,001,000
3. Parcel ID Number(s): 03130-007-001, 03130-004-000, 03135-000-000, 03130-008-000, 03130-009-000
4. Existing Use of Property: Vacant
5. Future Land Use Map Designation: Moderate Density Residential
6. Existing Zoning Designation: PD
7. Proposed Zoning Designation: PD with an increase to 60 units and no square footage maximum
8. Acreage: 7.52 Tolosa North Amendment area. Entire PD-R 49.85 acres

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☒ Agent
2. Name of Applicant(s) or Contact Person(s): Tara E. Howell Title: Planner
Company (if applicable): JBPro
Mailing address: 3530 NW 43rd Street
City: Gainesville State: Florida ZIP: 32606
Telephone: () 352-375-8999 FAX: () _____ e-mail: tara.howell@jbpro.com
3. If the applicant is agent for the property owner*:
Name of Owner (title holder): Bentley Timber, LLC
Mailing Address: 16860 Silver Oak Circle
City: Delray Beach State: Florida ZIP: 33445

* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

C. ADDITIONAL INFORMATION

1. Is there any additional contact for sale of, or options to purchase, the subject property? ☒ Yes ☐ No
If yes, list names of all parties involved: Habitat for Humanity - David Weiss
If yes, is the contract/option contingent or absolute? ☒ Contingent ☐ Absolute

D. ATTACHMENTS

1. Statement of proposed change, including a map showing the proposed zoning change and zoning designations on surrounding properties
2. A current aerial map or plat of the property. (may be obtained from the Alachua County Property Appraiser.)
3. Concurrency Impact Analysis showing the impact on public facilities, including potable water, sanitary sewer, transportation, solid waste, recreation, stormwater, and public schools in accordance with Article 2.4.14 of the Land Development Regulations.
4. Analysis of Consistency with the City of Alachua Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies and describe in detail how the application complies with the noted Goal, Objective, or Policy.)

City of Alachua ♦ Planning and Community Development Department
PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121

Revised 4/1/2012

Page 1 of 3

5. Analysis of compliance with the Standards for Site Specific Amendments to the Official Zoning Atlas, as defined in Section 2.4.2 of the Land Development Regulations (LDRs), and listed below:
 - i. *Consistent with Comprehensive Plan*
The proposed amendment is consistent with and furthers the goals, objectives, and policies of the Comprehensive Plan.
 - ii. *Consistent with Ordinances*
The proposed amendment is not in conflict with any portion of these LDRs or any of the City Code of Ordinances.
 - iii. *Logical Development Pattern*
The proposed amendment would result in a logical and orderly development pattern.
 - iv. *Pre-Mature Development*
The proposed amendment will not create premature development in undeveloped or rural areas.
 - v. *Incompatible with Adjacent Lands*
The uses permitted by the proposed amendment are not incompatible with existing land uses of adjacent lands and/or the uses permitted by the zone district classifications of adjacent lands.
 - vi. *Adverse Effect on Local Character*
The proposed amendment will not adversely effect the character of the general area where it is proposed to be located by creating excessive traffic, density and/or intensities of use, building height and bulk, noise, lights, or other physical effects or nuisances.
 - vii. *Not Deviate from Pattern of Development*
The uses permitted by the proposed amendment will not deviate from the development pattern (both established and as proposed by surrounding zone districts) of the area where the proposed amendment is located.
 - viii. *Encourage Sprawl*
The proposed amendment will not encourage urban sprawl, either by resulting in strip or ribbon commercial development, leap-frog development or low density single dimensional development.
 - ix. *Spot Zoning*
The proposed amendment will not result in the creation of an isolated zone district unrelated to adjacent and surrounding zone districts (spot zoning).
 - x. *Public Facilities*
The proposed amendment will not result in development in a location where there are no plans by the City or other governmental entities to provide public facilities to serve the development (roads, potable water, wastewater, parks, storm water management, and solid wastes), and there are no assurances by the private sector that public facilities are planned and will be available to adequately accommodate development.
 - xi. *No Adverse Effect on the Environment*
The proposed amendment would not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.
6. Three (3) sets of labels for all property owners within 400 feet of the subject property boundaries – even if property within 400 feet falls outside of City limits. (Obtain from the Alachua County Property Appraiser).
7. Neighborhood Meeting Materials, including:
 - i. Copy of the required published notice (advertisement) – must be published a newspaper of general circulation, as defined in Article 10 of the City's Land Development Regulations
 - ii. Copy of written notice (letter) sent to all property owners within 400 feet, and mailing labels or list of those who received written notice
 - iii. Written summary of meeting – must include (1) those in attendance; (2) a summary of the issues related to the development proposal discussed; (3) comments by those in attendance about the development proposal; and, (4) any other information deemed appropriate.
8. For applications requesting a zoning which permits residential uses, Public School Student Generation Form.
9. Legal description with tax parcel number.

10. Proof of ownership.
11. Proof of payment of taxes.
12. **Fee.** Please see fee schedule for fee determination. No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any necessary technical review will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any legislative and/or quasi-judicial action of any kind on the petition, appeal, or development application.

All 12 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge.



Signature of Applicant

Signature of Co-applicant

Tara E. Howell, Agent (Planner)

Typed or printed name and title of applicant

Typed or printed name of co-applicant

State of Florida County of Alachua

The foregoing application is acknowledged before me this 24th day of June, 2024 by _____

Tara Howell, who is/are personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



CHRISTIN BELL
Notary Public
State of Florida
Comm# HH373397
Expires 3/14/2027


Signature of Notary Public, State of Florida



Attachment C:

Letters of Authorization



City of
ALACHUA

THE GOOD LIFE COMMUNITY

Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: 13500 Block of West State Road 235

Parcel ID Number(s): 03130-007-001, 03135-004-000, 03135-000-000, 03130-008-000, 03130-009-000

Acreage: 7.52+/-

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: David A. Fisher Title: Manager

Company (if applicable): Bentley Timber, LLC

Mailing Address: 16860 Silver Oak Circle

City: Delray Beach State: Florida ZIP: 33445

Telephone: (305) 785-1955 FAX: N/A e-mail: davidfisher@outlook.com

C. AUTHORIZED AGENT

Name: Tara E. Howell Title: Planner

Company (if applicable): JBPro

Mailing address: 3530 NW 43rd St

City: Gainesville State: Florida ZIP: 32606

Telephone: (352) 375-8999 FAX: (352) 375-0833 e-mail: tara.howell@jbpro.com

D. REQUESTED ACTION:

Increased allowable density application on parcel 03135-000-000 owned by Bentley Timber, LLC.

I hereby certify that I am the property owner of record, or I have received authorization from the property owner of record to file an application for a development permit related to the property identified above. I authorize the agent listed above to act on my behalf for purposes of this application.

David A. Fisher
Signature of Applicant

Signature of Co-applicant

David A. Fisher
Typed or printed name and title of applicant

Typed or printed name of co-applicant

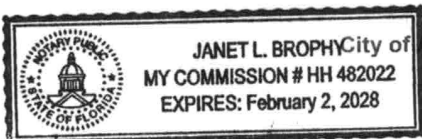
State of Florida County of Palm Beach

The foregoing application is acknowledged before me this 16 day of May, 2024 by DAVID

A. FISHER, who is/are personally known to me, or who has/have produced FL DRIVER'S LICENSE
as identification.

NOTARY SEAL

Signature of Notary Public, State of Florida



JANET L. BROPHY City of Alachua ♦ Planning and Community Development Department
MY COMMISSION # HH 482022
EXPIRES: February 2, 2028
PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121
Revised 9/30/2014



Authorized Agent Affidavit

A. PROPERTY INFORMATION

Address of Subject Property: 13500 Block of West State Road 235

Parcel ID Number(s): 03135-001-000

Acreage: 42.83+/-

B. PERSON PROVIDING AGENT AUTHORIZATION

Name: William Weseman

Title: Manager

Company (if applicable): 3rd Generation Developer, LLC

Mailing Address: 1778 SW 154th St

City: Newberry

State: Florida

ZIP: 32669

Telephone: (352) 449-9892

FAX: N/A

e-mail: williamweseman22@yahoo.com

C. AUTHORIZED AGENT

Name: Tara E. Howell

Title: Planner

Company (if applicable): JBPro

Mailing address: 3530 NW 43rd St

City: Gainesville

State: Florida

ZIP: 32606

Telephone: (352) 375-8999

FAX: (352) 375-0833

e-mail: tara.howell@jbpro.com

D. REQUESTED ACTION:

Increased allowable density application on parcels , 03130-007-001, 03135-004-000, 03135-000-000, 03130-008-000, 03130-009-000 owned by Bentley Timber, LLC.

I hereby certify that I am the property owner of record, or I have received authorization from the property owner of record to file an application for a development permit related to the property identified above. I authorize the agent listed above to act on my behalf for purposes of this application.



Signature of Applicant

Signature of Co-applicant

William Weseman, Manager

Typed or printed name and title of applicant

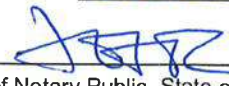
Typed or printed name of co-applicant

State of FLORIDA County of ALACHUA

The foregoing application is acknowledged before me this 26 day of June, 2024 by William Weseman

_____, who is/are personally known to me, or who has/have produced drivers license as identification.

NOTARY SEAL


Signature of Notary Public, State of _____

City of Alachua ♦ Planning and Community Development Department
PO Box 9 ♦ Alachua, FL 32616 ♦ (386) 418-6121
Revised 9/30/2014





Attachment D:

Deeds

This Document Prepared By and Return to:

Darryl J. Tompkins, Esquire
Darryl J. Tompkins, P.A.
14420 NW 151st Blvd.
P.O. Box 519
Alachua, FL 32616

Doc Stamp-Deed \$28.00



Parcel ID Number: 03130-007-000 (portion of)

Warranty Deed

This Indenture, Made this 15th day of December, 2017 A.D., Between
Winston L. Dority and Angela Dority, husband and wife

of the County of Alachua, State of Florida, grantors, and
Bentley Timber, LLC, a Florida limited liability company

whose address is: 16860 Silver Oak Circle, Delray Beach, FL 33445

of the County of Palm Beach, State of Florida, grantee.
Witnesseth that the GRANTORS, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Alachua State of Florida to wit:

See Exhibit "A" attached hereto.

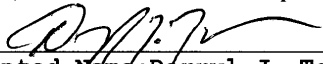
SUBJECT TO THE FOLLOWING:

- A. Zoning restrictions, prohibitions and other requirements imposed
by governmental authority;
- B. Restrictions and matters appearing on the plat and/or in the
public records of Alachua County, Florida; provided, however,
the reference herein shall not be deemed to reimpose same;
- C. Taxes for the year 2018 and subsequent years.

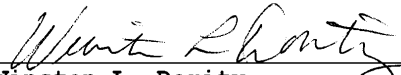
and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

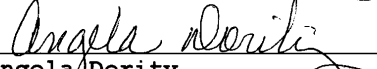
In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:


Printed Name: Darryl J. Tompkins
Witness


Printed Name: Sandra E. Howe
Witness

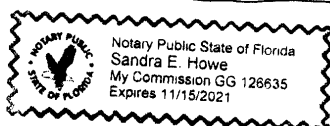

Winston L. Dority (Seal)
P.O. Address: 13508 W. State Road 235, Alachua, FL 32615


Angela Dority (Seal)
P.O. Address: 13508 W. State Road 235, Alachua, FL 32615

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 15th day of December, 2017 by
Winston L. Dority and Angela Dority, husband and wife

who are personally known to me or who have produced their Florida driver's license as identification.



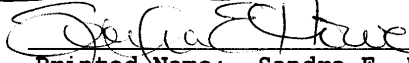

Printed Name: Sandra E. Howe
Notary Public
My Commission Expires: 11/15/21

EXHIBIT "A"

That portion of the following described lands lying Southerly of State Road 235:

Parcel One: The NE (1/4) of the SW (1/4) of Section 11, Township 8 South, Range 18 East:
Commence at the SW corner of said parcel and run Easterly along the Southern boundary thereof 217.89 feet, thence North parallel to the West boundary to the North line of said parcel, thence Westerly along the North boundary 223.36 feet to the NW corner of said parcel, thence South along the West boundary to the Point of Beginning.

LESS AND EXCEPT those lands conveyed to Clarence H. Johnson in Official Records Book 413, Page 317, of the Public Records of Alachua County, Florida.



This Instrument Prepared by:
Nancy Reiland
GULLETT TITLE, INC.
401 Saint Johns Avenue
Palatka, Florida 32177-4724

Property Appraisers Parcel Identification (Folio) Numbers:
03135.000.000 & 03130-004-000 & 03130-008-000

Florida Documentary Stamps in the amount of **\$1,286.60** have been paid hereon.

SPACE ABOVE THIS LINE FOR RECORDING DATA

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2990798 4 PG(S)
5/2/2016 4:06 PM
BOOK 4427 PAGE 373
J. K. IRBY
Clerk of the Court, Alachua County, Florida
ERECORDED Receipt# 710795
Doc Stamp-Mort: \$0.00
Doc Stamp-Deed: \$1,286.60
Intang. Tax: \$0.00

THIS LIMITED WARRANTY DEED, made and executed the **29th** day of **April, 2016** by **REO FUNDING SOLUTIONS V, LLC**, a **Georgia limited liability company**, having its principal place of business at **3424 Peachtree Rd NE Ste 1775, Atlanta, GA 30326**, hereinafter called the Grantor, to **BENTLEY TIMBER LLC**, a **Florida limited liability company**, whose post office address is: **16860 Silver Oak Circle, Delray Beach, FL 33445**, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, does grant, bargain, sell, alien, remise, release, convey and confirms to Grantee, its heirs, and assigns forever, the following described land, situate, lying and being in Alachua County, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

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

AND Grantor covenants with Grantee that it is lawfully seized of the property in fee simple, that is has good right and lawful authority to sell and convey the property; that the premises are free from all encumbrances made by Grantor, and Grantor does bind Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the property to the Grantee above named and Grantee's heirs, successors, and assigns, against every person lawfully claiming the property, or any part thereof, by, through, or under the Grantor, but not otherwise; and that the land is free of all encumbrances except taxes for the year 2016 and those instruments, liens and encumbrances appearing of record as well as all zoning and governmental ordinances and regulations applying to the real property.

IN WITNESS WHEREOF, Grantor has set his/her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Ashley Zuman
Witness #1 Signature

Ashley Rebarck
Witness #1 Printed Name

[Signature]
Witness #2 Signature

MARC WHITE
Witness #2 Printed Name

REO FUNDING SOLUTIONS V, LLC, a Georgia limited liability company

BY: CASTLELAKE III GP, L.P., a Delaware limited liability partnership

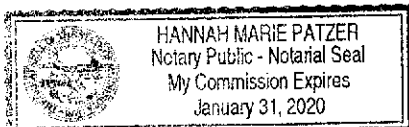
ITS: Managing Member

By: [Signature]
NAME: Judd Gilats
TITLE: Vice President

**STATE OF MINNESOTA
COUNTY OF HENNEPIN**

The foregoing instrument was acknowledged before me this 26 day of April, 2016, by Judd Gilats as VP of CASTLELAKE III GP, L.P. as Managing Member of REO FUNDING SOLUTIONS V, LLC, a Georgia limited liability company. He/she is personally known to me or has produced _____ as identification.

SEAL



My Commission Expires: 1/31/2020

[Signature]
Notary Signature
Hannah Marie Patzer
Printed Notary Signature

EXHIBIT "A"

LEGAL DESCRIPTION

That part of the Southwest 1/4 and Southeast 1/4 of Section 11, Township 8 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 11, Township 8 South, Range 18 East, Alachua County, Florida; thence South 89 degrees 12 minutes 14 seconds West along the South line of said Southeast 1/4 of the Southwest 1/4 for 1496.73 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4; thence North 00 degrees 06 minutes 04 seconds West along the West line of said Southeast 1/4 of the Southwest 1/4 for 1343.16 feet to the Northwest corner of said Southeast 1/4 of the Southwest 1/4; thence North 89 degrees 37 minutes 50 seconds East along the North line of said Southeast 1/4 of the Southwest 1/4 for 174.89 feet to an intersection with the West line of the "W.R. Cain" seconds parcel as per description recorded in Official Records Book 413, Page 317, of the Public Records of said Alachua County; thence North 00 degrees 08 minutes 59 seconds West along said West line for 53.00 feet to the Northwest corner of said "W.R. Cain" parcel; thence North 89 degrees 37 minutes 50 seconds East along the North line of said "W.R. Cain" parcel for 43.00 feet to and intersection with the Westerly line of the "Wallace R. Cain" parcel as per description recorded in Official Records Book 1178, Page 167 of said Public Records; thence North 00 degrees 00 minutes 57 seconds East along said Westerly line for 13.11 feet to the Northwest corner of said "Wallace R. Cain" parcel and an intersection with the South Right-of-Way line of State Road number 235 (100 foot Wide Right-of-Way); thence North 89 degrees 25 minutes 36 seconds East along said South Right-of-Way line and along the North line of said "Wallace R. Cain" parcel for 195.86 feet to the Northeast corner of said "Wallace R. Cain" parcel; thence South 00 degrees 00 minutes 57 seconds West along the East line of said "Wallace R. Cain" parcel for 66.81 feet to the Southeast corner of said "Wallace R. Cain" parcel and an intersection with said North line of the Southeast 1/4 of the Southwest 1/4; thence North 89 degrees 37 minutes 50 seconds East along said North line for 22.01 feet to the Southwest corner of the "Cain" parcel as per description recorded in Official Records Book 2015, Page 694 of said Public Records; thence North 00 degrees 21 minutes 14 seconds East along the West line of said "Cain" parcel for 66.89 feet to the Northwest corner of said "Cain" parcel and an intersection with said South Right-of-Way line; thence North 89 degrees 25 minutes 36 seconds East along said South Right-of-Way line and along the North line of said "Cain" parcel for 185.47 feet to the Northeast corner of said "Cain" parcel; thence South 00 degrees 21 minutes 14 seconds West along the East line of said "Cain" parcel for 67.55 feet to the Southeast corner of said "Cain" parcel and an intersection with said North line of the Southeast 1/4 of the Southwest 1/4; thence North 89 degrees 37 minutes 50 seconds East along said North line for 834.19 feet to an intersection with the West line of Block 1, Range 3 of NEWNANSVILLE SUBDIVISION (unrecorded); thence South 00 degrees 24 minutes 49 seconds West along said West line and along the West Right-of-Way line of Wilson Street (50 foot wide Right-of-Way) for 481.50 feet to the Northwest corner of Block 1, Range 4 of said NEWNANSVILLE SUBDIVISION; thence South 89 degrees 17 minutes 50 seconds East along the North line of said Block 1, Range 4 and along the South Right-of-Way line of said Wilson Street for 399.77 feet to the Northeast corner of said Block 1, Range 4 and an intersection with the West Right-of-Way line of Magnolia Street (50 foot wide Right-of-Way); thence South 00 degrees 21 minutes 08 seconds West along said West Right-of-Way line and along the East line of said Block 1, Range 4

for 250.06 feet to an intersection with the monumented Westerly Right-of-Way line of Hipp Way (apparent 50 foot wide Right-of-Way); thence South 40 degrees 35 minutes 29 seconds West along said monumented Westerly Right-of-Way line for 180.87 feet; thence South 25 degrees 25 minutes 52 seconds West along said monumented Westerly Right-of-Way line for 12.29 feet to an intersection with the South line of said Block 1, Range 4 and an intersection with the North Right-of-Way line of an unnamed street (50 foot wide Right-of-Way); thence North 89 degrees 17 minutes 50 seconds West along said South line and along said North Right-of-Way line for 278.15 feet to the Southwest corner of said Block 1, Range 4; thence South 00 degrees 24 minutes 49 seconds West along the West Right-of-Way line of said unnamed street for 50.00 feet to the Northwest corner of Block 1, Range 5 of said Newnansville Subdivision; thence South 89 degrees 17 minutes 50 seconds East along the North line of said Block 1, Range 5 and along the South Right-of-Way line of said unnamed street for 254.87 feet to an intersection with said monumented Westerly Right-of-Way line; thence South 25 degrees 25 minutes 52 seconds West along said Westerly monumented Right-of-Way line for 439.95 feet to an intersection with the South line of the Southeast 1/4 of said Section 11; thence North 89 degrees 21 minutes 00 seconds West along said South line for 15.48 feet to said POINT OF BEGINNING.

TOGETHER WITH that part of said Block 1, Range 4 lying Easterly of the monumented Easterly Right-of-Way line of said Hipp Way.

This Document Prepared By and Return to:
Darryl J. Tompkins, Esquire
Darryl J. Tompkins, P.A.
14420 NW 151st Blvd.
P.O. Box 519
Alachua, FL 32616

Doc Stamp-Deed: \$21.00



Parcel ID Number: **03130-009-000**

Special Warranty Deed

This Indenture, Made this 24th day of February, 2017 A.D., Between

Robert F. Crane, Jr. and John D. Zuidema, Jr., Individually and as Successor Co-Trustees of that certain Testamentary Trust under the Will of Robert F. Crane, deceased, for benefit of Stewart Crane and Stewart R. Crane and William E. Cellon, Jr., Individually and as Successor Co-Trustees of that certain Testamentary Trust under the Will of Robert F. Crane, deceased, for benefit of Robert F. Crane, Jr.

of the County of **Alachua**, State of **Florida**, grantor, and

Bentley Timber, LLC, a Florida limited liability company
whose address is: **16860 Silver Oak Circle, Delray Beach, FL 33445**
of the County of **Palm Beach**, State of **Florida**, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of
-----**TEN DOLLARS (\$10)**----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of **Alachua** State of **Florida** to wit:

SEE EXHIBIT "A" ATTACHED HERETO

SUBJECT TO THE FOLLOWING:

- A. Zoning restrictions, prohibitions and other requirements imposed by governmental authority; and
- B. Restrictions and matters appearing on the plat and/or in the public records of Alachua County, Florida; provided, however, the reference herein shall not be deemed to reimpose same; and
- C. Taxes for the year 2017 and subsequent years.

Neither the Successor Trustee(s) named herein, nor the spouse(s) thereof or anyone for whose support they are responsible reside on or adjacent to the property herein described and is not therefore their homestead property.

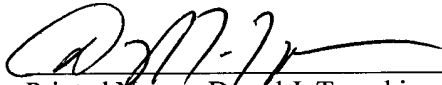
Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

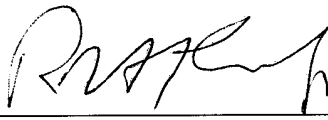
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenant with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all person claiming by, through or under grantor.

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

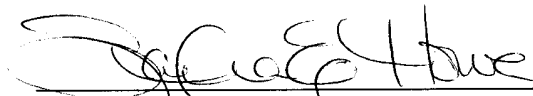

Printed Name: Darryl J. Tompkins

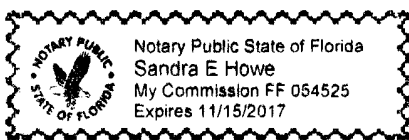

Robert F. Crane, Jr., Individually and as Successor
Co-Trustee

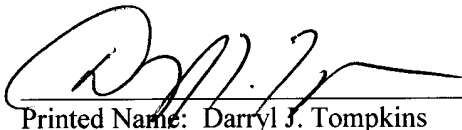

Printed Name: Sandra E. Howe

STATE OF FLORIDA
COUNTY OF ALACHUA

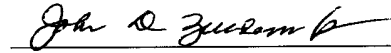
The foregoing instrument was acknowledged before me this 22nd day of February, 2017, by Robert F. Crane, Jr., Individually and as Successor Co-Trustee of the Testamentary Trust Under the Will of Robert F. Crane, deceased, for the benefit of Stewart Crane, on behalf of the Florida Trust, who is personally known to me or who has produced his Florida driver's license as identification.


Printed Name: Sandra E. Howe
Notary Public
My Commission Expires: 11/15/2017

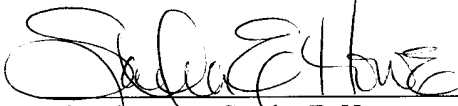




Printed Name: Darryl J. Tompkins



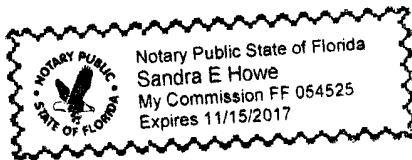
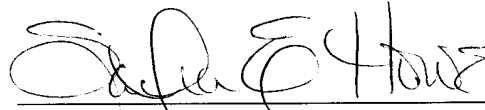
John D. Zuidema, Jr., Individually and as Successor
Co-Trustee



Printed Name: Sandra E. Howe

STATE OF FLORIDA
COUNTY OF ALACHUA

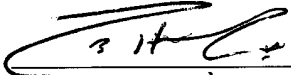
The foregoing instrument was acknowledged before me this 22nd day of February, 2017, by John D. Zuidema, Jr., Individually and as Successor Co-Trustee of the Testamentary Trust Under the Will of Robert F. Crane, deceased, for the benefit of Stewart Crane, on behalf of the Florida Trust, who is personally known to me or who has produced his Florida driver's license as identification.

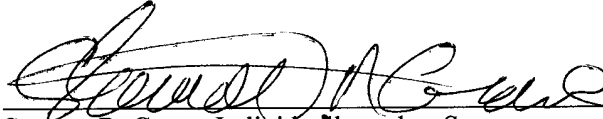
Printed Name: Sandra E. Howe

Notary Public

My Commission Expires: 11/15/2017



Printed Name: Leo B. Huckabee IV



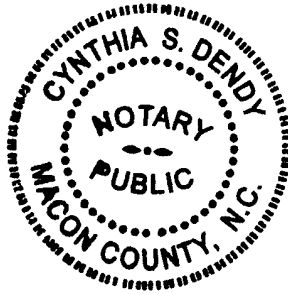
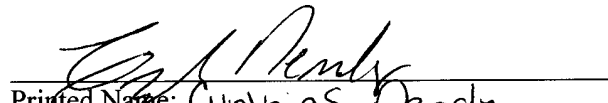
Stewart R. Crane, Individually and as Successor
Co-Trustee



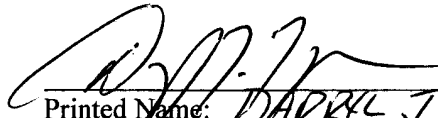
Printed Name: Amy Ramey

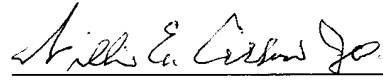
STATE OF NORTH CAROLINA
COUNTY OF Macon

The foregoing instrument was acknowledged before me this 24 day of February, 2017, by Stewart R. Crane, Individually and as Successor Co-Trustee of the Testamentary Trust Under the Will of Robert F. Crane, deceased, for the benefit of Robert F. Crane, Jr., on behalf of the Florida Trust, who is personally known to me or who has produced his _____ as identification.

Printed Name: Cynthia S. Dendy
Notary Public
My Commission Expires: 12/9/21

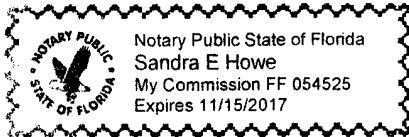

 Printed Name: DARRELL J. TOMPKINS


 William E. Cellon, Jr., Individually and as Successor
 Co-Trustee


 Printed Name: Sandra E. Howe

STATE OF FLORIDA
 COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 23rd day of February, 2017, by William E. Cellon, Jr., Individually and as Successor Co-Trustee of the Testamentary Trust Under the Will of Robert F. Crane, deceased, for the benefit of Robert F. Crane, Jr., on behalf of the Florida Trust, who is personally known to me or who has produced his Florida driver's license as identification.



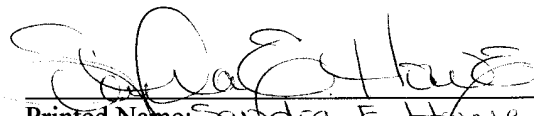

 Printed Name: Sandra E. Howe
 Notary Public
 My Commission Expires: 11 / 15 / 2017

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED LANDS LYING SOUTH OF STATE ROAD NO. 235:

A TRACT OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 18 EAST, FOR A POINT OF REFERENCE AND RUN N. 89 DEG.34'45" E., ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 435.78 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 948, AT PAGE 498 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE TRUE POINT OF BEGINNING; THENCE RUN N. 00 DEG.18'31" E., A DISTANCE OF 1340.20 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND, SAID CORNER LOCATED ON THE NORTH LINE OF THE AFOREMENTIONED NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND BEING 446.72 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN S. 89 DEG.56'56" E. ALONG SAID NORTH LINE, A DISTANCE OF 195.05 FEET; THENCE RUN S. 00 DEG.09'33" E., A DISTANCE OF 1271.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY); THENCE RUN S. 00 DEG.09'33" E., A DISTANCE OF 67.43 FEET TO THE AFOREMENTIONED SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN S. 89 DEG.34'45" W., ALONG SAID SOUTH LINE, A DISTANCE OF 185.46 FEET TO THE TRUE POINT OF BEGINNING. LESS THE RIGHT OF WAY FOR COUNTY ROAD NO. 235 (100 FOOT RIGHT OF WAY).

Prepared by and return to:
JOHN F. ROSCOW, IV
Attorney at Law
HOLDEN, ROSCOW & CAEDINGTON, PL
5608 Northwest 43rd Street
Gainesville, FL 32653
352-373-7788
File Number: 21-0114.sb
\$1,250,000.00

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 14th day of May, 2021 between Bentley Timber LLC, a Florida limited liability company, whose post office address is 16860 Silver Oak Circle, Delray Beach, FL 33445, grantor, and 3rd Generation Developer, LLC, a Florida limited liability company, whose post office address is 16045 NW 48th Place, Alachua, FL 32615, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Alachua County, Florida to-wit:

SEE EXHIBIT "A" ATTACHED HERETO.
Portion of Tax Parcel Number 03135-000-000

SUBJECT TO easements, restrictions, reservations and limitations of record, if any.

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

BENTLEY TIMBER LLC, a Florida limited liability company

By: BENTLEY PROPERTIES INC., a Florida corporation
its Manager.

By: David A. Fisher
DAVID A. FISHER, President/Director

By: Anna E. Fisher
ANNA E. FISHER, Vice-President/Secretary

Stacy Woods
Witness Name: Stacy Woods
Marcia Lisboa
Witness Name: MARCIA LISBOA

State of Florida
County of PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of May, 2021 by DAVID A. FISHER, as President, and ANNE E. FISHER, as Vice-President/Secretary, of BENTLEY PROPERTIES INC., a Florida corporation, as Manager of BENTLEY TIMBER LLC, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]

 Sandra V. Angeles
State of Florida
My Commission Expires 05/14/2022
Commission No GG 217586

Sandra V. Angeles
Notary Public

Printed Name: Sandra V Angeles

My Commission Expires: 05/14/2022

EXHIBIT "A"

A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID SOUTHEAST 1/4 CORNER BEING ALSO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°09'40" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1496.09 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE RUN NORTH 00°06'04" WEST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 676.11 FEET; THENCE RUN NORTH 00°06'04" WEST, A DISTANCE OF 10.06 FEET, TO THE CENTERLINE OF A CREEK; THENCE CONTINUE ALONG SAID CREEK CENTERLINE THE FOLLOWING (21) COURSES: NORTH 69°07'46" EAST, 37.01 FEET; NORTH 36°09'50" EAST, 72.31 FEET; NORTH 56°07'09" EAST, 72.16 FEET; NORTH 31°56'28" EAST, 48.25 FEET; NORTH 44°06'30" EAST, 71.59 FEET; NORTH 38°27'32" EAST, 101.72 FEET; NORTH 51°41'51" EAST, 16.77 FEET; NORTH 57°54'05" EAST, 69.74 FEET; NORTH 70°40'32" EAST, 56.59 FEET; NORTH 57°58'31" EAST, 48.65 FEET; NORTH 48°28'12" EAST, 76.97 FEET; NORTH 75°40'28" EAST, 101.49 FEET; SOUTH 83°13'11" EAST, 50.70 FEET; NORTH 75°40'47" EAST, 36.67 FEET; NORTH 52°46'52" EAST, 73.54 FEET; NORTH 89°58'15" EAST, 50.80 FEET; NORTH 45°09'40" EAST, 95.61 FEET; NORTH 01°45'46" EAST, 42.18 FEET; SOUTH 81°48'54" EAST, 34.21 FEET; NORTH 45°46'14" EAST, 47.41 FEET; NORTH 00°43'27" WEST, 26.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11; THENCE DEPARTING SAID CREEK CENTERLINE, RUN NORTH 89°35'57" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 523.47 FEET TO THE WEST LINE OF BLOCK 1, RANGE 3 OF NEWNANSVILLE SUBDIVISION (UNRECORDED); THENCE SOUTH 00°23'45" WEST ALONG SAID WEST LINE AND ALONG THE WEST RIGHT-OF-WAY LINE OF WILSON STREET (50 FOOT WIDE RIGHT-OF-WAY), A DISTANCE OF 481.12 FEET TO THE NORTHWEST CORNER OF BLOCK 1, RANGE 4 OF SAID NEWNANSVILLE SUBDIVISION; THENCE SOUTH 89°16'54" EAST ALONG THE NORTH LINE OF SAID BLOCK 1, RANGE 4 AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID WILSON STREET, A DISTANCE OF 399.76 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 1, RANGE 4 AND AN INTERSECTION OF WEST RIGHT-OF-WAY LINE OF MAGNOLIA STREET (50 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 00°25'59" WEST ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF SAID BLOCK 1, RANGE 4, A DISTANCE OF 250.00 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF HIPPI WAY (APPARENT 50 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 40°19'06" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 181.35 FEET; THENCE SOUTH 28°58'33" WEST ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 11.64 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID BLOCK 1, RANGE 4 AND AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF AN UNNAMED STREET (50 FOOT WIDE RIGHT-OF-WAY); THENCE NORTH 89°18'26" WEST ALONG SAID SOUTH LINE AND ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 278.02 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 1, RANGE 4; THENCE SOUTH 00°23'53" WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID UNNAMED STREET, A DISTANCE OF 50.02 FEET TO THE NORTHWEST CORNER OF BLOCK 1, RANGE 5 OF SAID NEWNANSVILLE SUBDIVISION; THENCE SOUTH 89°18'10" EAST ALONG THE NORTH LINE OF SAID BLOCK 1, RANGE 5 AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID UNNAMED STREET, A DISTANCE OF 254.80 FEET TO AN INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY LINE; THENCE RUN SOUTH 25°29'06" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 439.85 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE RUN NORTH 89°19'52" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 15.51 FEET TO THE POINT OF BEGINNING.



Attachment E:

Current Amended PDR Master Plan

Concept Plan



Attachment F:

Aerial Image

Topographic Survey

Legal Description



Attachment G:

Workshop Summary

Meeting Sign In Sheet

Workshop Presentation

Proof of Publication

Workshop Notice Mailer

Mailing Labels

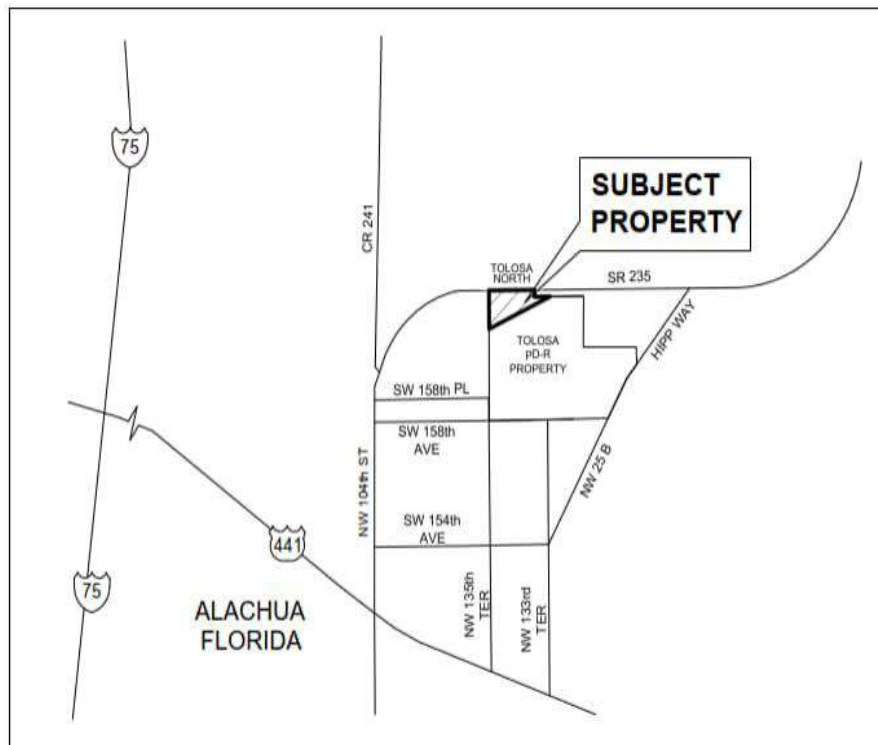
Neighborhood Meeting Notice

You are cordially invited to attend a Neighborhood Meeting as described below.

A Neighborhood Meeting will be held to discuss the proposed density change to the Northwest section of Tolosa PD-R. The PDR consists of 6 parcels, 03130-007-001, 03130-004-000, 03135-000-000, 03130-008-000, 03130-009-000, 03135-001-000. These parcels total 49.85 +/- acres. This is not a public hearing. The purpose of the meeting is to inform the neighboring property owners about the nature of the proposed change, and to seek public input and comments.

The meeting will be held on Monday July 22, 2024, at 5:30 PM in the Swick House, Cypress Room located at 15100 NW 142nd Ter. Alachua, FL 32615.

Contact Person: Tara Howell @ JBPro 352-375-899



LOCATION MAP

NTS



Civil Engineering



Surveying



Landscape Architecture



Planning



GIS



Construction Services

3RD GENERATION DEVELOPER LLC
C/O WILLIAM WESEMAN
1778 SW 154TH ST
NEWBERRY, FL 32669

AARON GORDON L & MARY L
13301 NW 158TH AVE
ALACHUA, FL 32615

ACACIA CAPITAL INVESTMENTS LLC
PO BOX 411
ALACHUA, FL 32616

ACEVEDO DENEIA DORETHEA
13827 W STATE ROAD 235
ALACHUA, FL 32615

ALACHUA COUNTY HOUSING AUTHORITY
701 NE 1ST ST
GAINESVILLE, FL 32601

ALACHUA COUNTY
C/O COUNTY MANAGERS
12 SE 1ST ST
GAINESVILLE, FL 32601

ALLEN CHESTER JR HEIRS
PO BOX 974
ALACHUA, FL 32616

ANDERSON & ANDERSON & ANDERSON
13209 NW 158TH AVE
ALACHUA, FL 32615

ANDERSON ELAINE W
13312 NW 157TH AVE
ALACHUA, FL 32615

ANDERSON GLENN Z
PO BOX 898
ALACHUA, FL 32615

ARAGON & SALOZZO
15650 NW 135TH TER
ALACHUA, FL 32615

ARAL & WYNN W/H
12503 WEST STATE RD 235
ALACHUA, FL 32615

ATKINS & GREEN & MCLEOD & LEE
13626 NW 158TH PL
ALACHUA, FL 32615

BAIRD WILLIAM M LIFE ESTATE
13703 NW 158TH PL
ALACHUA, FL 32615

BALLARD LIFE ESTATE & NANTZ & STEIN
12616 W STATE RD 235
ALACHUA, FL 32615

BALLARD LIFE ESTATE & NANTZ & STEIN
12624 W STATE RD 235
ALACHUA, FL 32615

BARIS BRENT E
15906 NW 288TH LN
ALACHUA, FL 32615

BARIS ENTERPRISES INC
15906 NW 288TH LN
ALACHUA, FL 32615

BENNETT JOSHUA
13612 NW 158TH AVE
ALACHUA, FL 32615

BENTLEY TIMBER LLC
16860 SILVER OAK CIRCLE
DELRAY BEACH, FL 33445

BLACKWOOD & CLARKE & GORDON
16102 NW COUNTY ROAD 241
ALACHUA, FL 32615

BOOKER HEIRS & HUNTER
C/O ALLIE HUNTER
19763 KINGS HIGHWAY
MONTROSS, VA 22520

BRIGGS & FLAGG & FLAGG III & FLAGG
15708 HIPPO WAY
ALACHUA, FL 32615

BROMENSCHENKEL ASHLEY KRISTINE
13116 W STATE ROAD 235
ALACHUA, FL 32615

BROOKS & WILLIAMS
13619 NW 158TH AVE
ALACHUA, FL 32615

BROWN ROSE LIFE ESTATE
PO BOX 811
ALACHUA, FL 32616

BURGESS BONNIE
PO BOX 111
ALACHUA, FL 32616

BURNS DAVID
13301 NW 158TH AVE
ALACHUA, FL 32615

BURNS VALRIE YVONNE
13301 NW 158TH AVE
ALACHUA, FL 32615

BUSH & WATERS & WATERS JR ET AL
C/O PATSY WATERS
PO BOX 3879
ANN ARBOR, MI 48106

DaRoza Mike
P.O. Box 9
Alachua, FL 32615

Robbins Tamara
PO Box 2317
Alachua, FL 32616

Horton Lynn
19005 NW 138th Avenue
Alachua, FL 32615

Lieberman Michele
12 SE 1st Street
Gainesville, FL 32601

Coon Lynda
7216 NW 126 Avenue
Alachua, FL 32615

Calderwood Jean
14095 NW 174th Ave
Alachua, FL 32615

Endelicato Antoinette
5562 NW 93rd Avenue
Gainesville, FL 32653

Strickland Joseph & Phyllis
14103 NW 156th Place
Alachua, FL 32615

Dixon Linda AICP
PO Box 115050
Gainesville, FL 32611

Calderwood Jean
14095 NW 174th Ave
Alachua, FL 32615

CAIN WALLACE R
PO BOX 100
ALACHUA, FL 32616

CAPOBIANCO CARL
13518 NW 158TH PL
ALACHUA, FL 32615

CASTANO OSVALDO
15572 HIPPOWAY
ALACHUA, FL 32615

CHESTER CHARLENE F
PO BOX 1274
ALACHUA, FL 32616

CITY OF ALACHUA
PO BOX 9
ALACHUA, FL 32616

CLAYTON THEAUDRA PATRICIA JOHNSON
13911 NW 159TH PL
ALACHUA, FL 32615

COLLINS MAMIE L LIFE ESTATE
13208 NW 157TH AVE
ALACHUA, FL 32615

COLLINS MARTHA ANN HEIRS
13610 NW 158TH PL
ALACHUA, FL 32615

COLLINS VIOLA HEIRS
PO BOX 833
ALACHUA, FL 32616

CRUZ JACOB EDWIN
15708 NW 134TH TER
ALACHUA, FL 32615

CSL FLORIDA SYSTEM LLC
C/O CSL OHIO SYSTEM LLC 2101 RIVER
LITTLE ROCK, AR 72202

DAMAH MAY
15659 NW 136TH TER
ALACHUA, FL 32615

DASA & PATEL
12954 WEST STATE ROAD 235
ALACHUA, FL 32615

DASHA & PATEL
12954 W STATE RD 235
ALACHUA, FL 32615

DAVIS & HEITZMAN
16013 HIPPOWAY
ALACHUA, FL 32615

DECOURSEY & HOWARD & JOHNSON &
13719 NW 158TH PL
ALACHUA, FL 32615

DIXON LULA M
4455 SW 34TH ST
GAINESVILLE, FL 32608

DIXON WILLETTE
15114 NW 134TH TER
ALACHUA, FL 32615

DIXON WILLETTE
PO BOX 2435
ALACHUA, FL 32616

DOMINGO OLIVIA T
19719 NW 46TH AVE
ALACHUA, FL 32615

DORITY WINSTON L & ANGELA
13508 W STATE ROAD 235
ALACHUA, FL 32615

EDWARDS JACQUELINE HEIRS
PO BOX 822
ALACHUA, FL 32616

EMP1 LLC
7045 NW 22ND ST SUITE B
GAINESVILLE, FL 32653

ESTATE OF MURRAY L INABNETT & INA
104 SE 44TH ST
GAINESVILLE, FL 32641

FAIRLEY ENDY HEIRS
PO BOX 1787
ALACHUA, FL 32616

FAITH HOPE & CHARITY DELIVERANCE
C/O ELIZA TATE
PO BOX 1083
ALACHUA, FL 32616

FAITH HOPE & CHARITY DELIVERANCE
C/O ELIZA TATE
PO BOX 1083
ALACHUA, FL 32616

FAITH HOPE & CHARITY INC
C/O ELIZA TATE
PO BOX 1083
ALACHUA, FL 32616

FAITH HOPE AND CHARITY INC
C/O ELIZA TATE
PO BOX 1083
ALACHUA, FL 32616

FILER MAMIE L
13208 NW 157TH AVE
ALACHUA, FL 32615

FLAGG BEATRICE M
15708 HIPPO WAY
ALACHUA, FL 32615

FLAGG HENRY JR & BEATRICE
15708 HIPPO WAY
ALACHUA, FL 32615

FRALEY & LONGSTREET
PO BOX 933
ALACHUA, FL 32616

FRAZIER & FORD & LEWIS
PO BOX 52
ALACHUA, FL 32616

FRAZIER FRANCES
16008 NW COUNTY ROAD 241
ALACHUA, FL 32615

FREENEY DIANNE
PO BOX 223
ALACHUA, FL 32616

FREENEY JOE LEWIS & SADIE
2824 NE 12TH ST
GAINESVILLE, FL 32609

GAINESVILLE HOUSINGDEVELOPMENT
1900 SE 4TH ST
GAINESVILLE, FL 32641

GARRETT WILLIE C JR LIFE ESTATE
14861 POLK ST
MIAMI, FL 33176

GARRISON BERNICE HEIRS
PO BOX 75
ALACHUA, FL 32616

GARRISON GWENDOLYN L
13727 NW 158TH PL
ALACHUA, FL 32615

GODFREY KATHI R
P.O BOX 2091
ALACHUA, FL 32616

GRANT NUBARICK E
PO BOX 2378
ALACHUA, FL 32616

HALL & HALL JR & LEE & STRAWDER
PO BOX 382
ALACHUA, FL 32616

HARRIS MONICA KAY
13232 W STATE RD 235
ALACHUA, FL 32615

HART & WASHINGTON HEIRS
PO BOX 874
ALACHUA, FL 32616

HART ETHEL LIFE ESTATE
PO BOX 874
ALACHUA, FL 32616

HARVEY CHARLES & JO ELLA
3901 FORRETHILLS DR
PORTSMOUTH, VA 23703

HAYES GLENETA JANESE
13643 NW 157TH PL
ALACHUA, FL 32615

HEINTZ JOHN E & JUDY A
16641 NW 134TH DR
ALACHUA, FL 32615

HEITZMAN FRANK BENJAMIN
15855 HIPPO WAY
ALACHUA, FL 32615

HEITZMAN JON F LIFE ESTATE
16117 HIPPO WAY
ALACHUA, FL 32615

HEITZMAN MARIE KAY
16005 HIPPO WAY
ALACHUA, FL 32615

HEITZMAN THAD S HEIRS
15311 NW 140TH ST
ALACHUA, FL 32615

HENINGER KIMBERLY
12916 W STATE ROAD 235
ALACHUA, FL 32615

HOOPAUGH PAUL B
15714 NW 135TH TER
ALACHUA, FL 32615

HOPE JAMES
PO BOX 14
ALACHUA, FL 32616

HUNT NELLIE FRAZIER
PO BOX 52
ALACHUA, FL 32616

INTREPID CONSTRUCTION LLC
7757 SW 88TH DR
GAINESVILLE, FL 32608

JACKSON JAMES THOMAS
13323 NW 157TH AVE
ALACHUA, FL 32615

JACKSON PHILLIP SR HEIRS
PO BOX 766
ALACHUA, FL 32616

JACKSON PHILLIP
15923 NW 141ST ST
ALACHUA, FL 32615

JACKSON RALPH N & DIANE
5630 NW 25TH ST
GAINESVILLE, FL 32653

JACKSON RAYNYODA
14313 NW 155TH PL
ALACHUA, FL 32615

JENKINS SHELISIA V
PO BOX 1071
ALACHUA, FL 32616

JOHN C HIPPI CONST EQUIP CO
PO BOX 1000
ALACHUA, FL 32616

JOINER TONIA Q
PO BOX 1536
ALACHUA, FL 32616

JONES & PELHAM W/H
PO BOX 2286
ALACHUA, FL 32616

JONES & PELHAM
PO BOX 2286
ALACHUA, FL 32616

JORDAN ROBERT EDWARD
15912 NW 140TH ST
ALACHUA, FL 32615

KEATING PAMELA JILL
13652 NW 157TH PL
ALACHUA, FL 32615

KEEFER JAMES M & MELISSA SHEPARD
15665 NW 135TH TER
ALACHUA, FL 32615

KOLOMYIKO IVAN
14317 NW 142ND AVE
ALACHUA, FL 32615

KUEPPER ELIZABETH A LIFE ESTATE
13907 NW 159TH PL
ALACHUA, FL 32615

LEE TORREY CARL
PO BOX 334
ALACHUA, FL 32616

LEMNAH & LEMNAH
13220 W STATE RD 235
ALACHUA, FL 32615

LEMNAH EULA W HEIRS
13220 W STATE ROAD 235
ALACHUA, FL 32615

LEMNAH WAUNITA
13220 W STATE ROAD 235
ALACHUA, FL 32615

LEWIS DIANE R
14306 NW 154TH TER
ALACHUA, FL 32615

LIU & ZHU H/W
19081 NW 165TH LN
HIGH SPRINGS, FL 32643

LOGAN CHRISTIE A
13435 NW 158TH AVE
ALACHUA, FL 32615

LOOKADOO SHALEAH SHERRICE
13608 NW 157TH PL
ALACHUA, FL 32615

MAQ GROUP
6221 WEST ATLANTIC BLVD
MARGATE, FL 33063

MARAF PROPERTY HOLDINGS LLC
2828 NW 142ND AVE
GAINESVILLE, FL 32609

MARKHAM CLAUDINE
13617 NW 158TH PL
ALACHUA, FL 32615

MARTIN & MELCHIOR
15311 NW 140TH ST
ALACHUA, FL 32615

MAUTJANA NARE ALPHEUS & KGADI W
13685 NW 158TH AVE
ALACHUA, FL 32615

MBM PROPERTIES LLC
726 NW 8TH AVE
GAINESVILLE, FL 32601

MCCASLIN & MCCASLIN
15821 NW 140TH ST
ALACHUA, FL 32615

MCCASLIN BRENDA D
PO BOX 365
ALACHUA, FL 32616

MCCLAIN NATHANIEL JR
PO BOX 645
ALACHUA, FL 32616

MCCRAY ANTHONY & DYMESHIA LAKEI
15701 NW 135TH TER
ALACHUA, FL 32615

MITCHELL ALBERT HEIRS
15716 NW 133RD TER
ALACHUA, FL 32615

MOHAMMED CHAD REJAN
13630 NW 157TH PL
ALACHUA, FL 32615

MONTENEGRO GUIDO ANDRES & MARI
15702 NW 135TH TER
ALACHUA, FL 32615

MONTIEL & MONTIEL
13699 NW 158TH AVE
ALACHUA, FL 32615

MOSLEY CASSIE
GENERAL DELIVERY
FORT WHITE, FL 32038

MURPHY AND MURPHY PROPERTIES L
7757 SW 88TH DR
GAINESVILLE, FL 32608

MYERS ALACHUA INVESTMENTS LLC
2127 FORT CLARKE BLVD
GAINESVILLE, FL 32606

NEW JERUSALEM CHURCH OF GOD INC
% RUTHENIA WARD
748 CARTER ST
ORLANDO, FL 32805

NEW ST MARY M B CHURCH
PO BOX 1498
ALACHUA, FL 32616

NEW ST MARYS BAPTIST CHURCH
PO BOX 1498
ALACHUA, FL 32616

NMRV HOLDINGS LLC
10403 W STATE ROAD 235
ALACHUA, FL 32615

NONABUR & VENKATASUBBAIAH
691 N CAPITOL AVE UNIT 5
SAN JOSE, CA 95133

OAK HAMMOCK PROPERTIES LLC
13919 NW 145TH AVE
ALACHUA, FL 32615

OCASIO & VILLAFANE W/H
15705 NW 136TH TER
ALACHUA, FL 32615

PERKINS & PERKINS
13733 NW 159TH PL
ALACHUA, FL 32615

PERKINS DOLLEAN ANDREA
13733 NW 159TH PL
ALACHUA, FL 32615

PHILPOT IRA JUDSON
25323 N COUNTY RD UNIT 1491
ALACHUA, FL 32615

POLLARD ROBERT H
13734 NW 159TH PL
ALACHUA, FL 32615

PREDESTINED HOMES LLC
PO BOX 2225
ALACHUA, FL 32615

RADFORD SR & RADFORD CO-TRUSTE
12812 W STATE ROAD 235
ALACHUA, FL 32615

REDWINE ROBERT A
PO BOX 357638
GAINESVILLE, FL 35763

REED ZONYA
3710 NE 12TH ST
GAINESVILLE, FL 32609

REED-RILEY ENTERPRISES LLC
22649 NE 131ST LN
SALT SPRINGS, FL 32134

REYNOLDS JACKIE & CAROLYN
PO BOX 1218
ALACHUA, FL 32616

RHODES MAGGIE HEIRS
% EVELINA HENTON 15616 HIPPO WAY
ALACHUA, FL 32615

RICHARDSON DAISY PEAL LIFE ESTATE
PO BOX 822
ALACHUA, FL 32616

RODRIGUEZ FERNANDO & NANCY B
13310 W STATE RD 235
ALACHUA, FL 32615

RUFRANO MARCEIA
13826 NW 158TH PL
ALACHUA, FL 32615

RUSHING WILLIE
PO BOX 985
ALACHUA, FL 32616

SAHOO SUKADEV & SAVITRI
17316 NW 112TH BLVD
ALACHUA, FL 32615

SCHOOL BOARD OF ALACHUA COUNTY
620 E UNIV AVE MEBANE MIDDLE SCHC
GAINESVILLE, FL 32601

SCHOONER DONALD
1628 N MAIN ST #166
SALINAS, CA 32906

SHARP ROBERT L LIFE ESTATE
PO BOX 235
ALACHUA, FL 32616

SHAW MAE E HEIRS
% VERSA L DECOURSEY
PO BOX 921
ALACHUA, FL 32616

SHETH VISVAMBHAR
PO BOX 2668
ALACHUA, FL 32616

SIMPLIFY FURTHER LLC
16280 NW 141ST ST
ALACHUA, FL 32615

SKLAR GROUP LLC
21026 NW 167TH PL
HIGH SPRINGS, FL 32643

SOUTHERN ACRES HOLDINGS LLC
PO BOX 906
ARCHER, FL 32618

SPOTTSWOOD FLORENCE FAWNIE G T
16328 NW 129TH TER
ALACHUA, FL 32615

ST MARY BAPTIST CHURCH
PO BOX 1498
ALACHUA, FL 32616

STATE OF FLA IIF
TIITF/STATE OF FLORIDA-MURPHY ACT
3900 COMMONWEALTH BLVD
TALLAHASSEE, FL 32399

STOKES-JONES PEGGY
7204 NW 200TH TER
ALACHUA, FL 32615

STROUD CARY
1293 ROYAL DORNOCH DR
JACKSONVILLE, FL 32221

SWICK REALITY INC
15004 NW BURNETTES LAKE BLVD
ALACHUA, FL 32615

TAMBURINO DOMINIC & RELOMATEE
600 W OLYMPIC PL APT 709
SEATTLE, WA 98119

THOMAS JOSHLYN K
13601 NW 158TH AVE
ALACHUA, FL 32615

TIBBETTS JOHN
13406 NW 157TH AVE
ALACHUA, FL 32615

TOLBERT EMMA
5889 SAINT CECILIA RD
JACKSONVILLE, FL 32207

TOOMEY KERRY & MARTHA S
12921 W SR-235
ALACHUA, FL 32615

TOOMEY KERRY D & MARTHA S
12921 W STATE RD 235
ALACHUA, FL 32615

TOOMEY KERRY D & MARTHA S
12921 WEST STATE RD 235
ALACHUA, FL 32615

TUBBS & SHARPER
PO BOX 351
ALACHUA, FL 32616

UNDERWOOD WILLIAM N & SUZAN H
PO BOX 138
LA CROSSE, FL 32658

VAIRO & VAIRO TRUSTEES
16501 NW 129TH TER
ALACHUA, FL 32615

WALKER & WALKER & WALKER
PO BOX 1001
ALACHUA, FL 32616

WELCH CLAUDIE B HEIRS
C/O ENI LLC
3720 NW 43RD ST STE 105
GAINESVILLE, FL 32606

WETHERINGTON KENNETH ELLIS
3730 SE 14TH TER
GAINESVILLE, FL 32641

WHITE WILMER III
8612 BRIXTON CT
JACKSONVILLE, FL 32244

WILKERSON RAMON & FRANKIE
PO BOX 553
ALACHUA, FL 32616

WILKERSON RAMON
PO BOX 553
ALACHUA, FL 32616

WRIGHT ANTHONY B & SHARON PITTM
PO BOX 661
ALACHUA, FL 32616

WRIGHT ANTHONY B
PO BOX 661
ALACHUA, FL 32616

YOUNG CANDY
13227 NW 157TH AVE
ALACHUA, FL 32615

YOUNG IRENE HEIRS
13802 NW 159TH PL
ALACHUA, FL 32616

YOUNG MOZELLE HEIRS
13301 NW 158TH AVE
ALACHUA, FL 32615

Sign In

7.22.24

Tolosa-North
PD-Amendment

1. Jara E Howell
2. ~~Harry~~ ~~Wong~~
3. Peggy Stokes-June - stokespeggy6@gmail
4. Judy Heintz - rangad1@hotmail
5. John & Henry

6.

7.

8.

9.

10.

Price
Size
Value

**Neighborhood Workshop Summary For
The PDR Amendment Application
Of Alachua County Tax Parcel 03130- 007-001, 03130-004-000, 03135-
000-000, 03130-008-000, 03130-009-000, 03135-001-000**

The neighborhood workshop for the PDR Amendment Application was held on July 22, 2024 @ 5:30 PM at the Swick House Cypress Room. The workshop was noticed in Alachua County Today and mailers were sent out to the required property owners in advance of the workshop in accordance with City of Alachua regulations and requirements. Tara Howell of JBPro was in attendance to manage the workshop.

The workshop began promptly at 5:30 PM. A PowerPoint Presentation containing visual references of the original approved Tolosa PDR layout and the proposed amendment to the PDR were available for attendees to view. Tara Howell gave the presentation. The following topics were discussed:

1. The removal of nonresidential space
2. The addition of 20 residential units
3. Affordable Housing option

The neighborhood meeting was adjourned at approximately 6:15 PM. The following items are attached to further document the Neighborhood Workshop.

1. Meeting sign-in sheet
2. Copy of the PowerPoint Presentation used for visual aid during the conference
3. Copy of Newspaper Advertisement
4. Copy of Public Notice Mailed



Attachment H:

Proof of Taxes

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03130 009 000	UNASSIGNED LOCATION RE	1700

BENTLEY TIMBER LLC
16860 SILVER OAK CIRCLE
DELRAY BEACH, FL 33445

EXEMPTIONS:



SCAN TO PAY ONLINE

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL	7.6414	2,000	0	2,000	15.28
LIBRARY GENERAL	1.0339	2,000	0	2,000	2.07
SCHOOL CAP PROJECT	1.5000	2,000	0	2,000	3.00
SCHOOL DISCRNRY & CN	0.7480	2,000	0	2,000	1.50
SCHOOL GENERAL	3.1840	2,000	0	2,000	6.37
SCHOOL VOTED	1.0000	2,000	0	2,000	2.00
CHILDREN'S TRUST	0.4612	2,000	0	2,000	0.92
SUWANNEE RIVER WATER MGT DIST	0.3113	2,000	0	2,000	0.62
CITY OF ALACHUA	5.9500	2,000	0	2,000	11.90
TOTAL MILLAGE					21.8298
AD VALOREM TAXES					\$43.66

LEGAL DESCRIPTION
COM SW COR NE1/4 OF SW1/4 E 435.78 FT POB N 66.86 TO S R/W SR 235 ELY ALG R/W 18 See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	UNIT	RATE	AMOUNT
550 COUNTY FIRE SERVICES	1.000	Varies	90.69
NON-AD VALOREM ASSESSMENTS			\$90.69

PAY ONLY ONE AMOUNT. ↓

COMBINED TAXES AND ASSESSMENTS

\$134.35

IF PAID BY PLEASE PAY	Nov 30, 2023 \$0.00				
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JOHN POWER, CFC

ALACHUA COUNTY TAX COLLECTOR

2023 PAID REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

13038

PLEASE PAY IN U.S. FUNDS TO JOHN POWER, TAX COLLECTOR • P.O. Box 44310 • Jacksonville, FL 32231-4310

ACCOUNT NUMBER	PROPERTY ADDRESS
03130 009 000	UNASSIGNED LOCATION RE

BENTLEY TIMBER LLC
16860 SILVER OAK CIRCLE
DELRAY BEACH, FL 33445

PAY ONLY ONE AMOUNT

IF PAID BY	PLEASE PAY
☐ Nov 30, 2023	\$0.00
☐	
☐	
☐	
☐	

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www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03130 004 000	UNASSIGNED LOCATION RE	1700

BENTLEY TIMBER LLC
16860 SILVER OAK CIRCLE
DELRAY BEACH, FL 33445

EXEMPTIONS:



SCAN TO PAY ONLINE

AD VALOREM TAXES						
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED	
COUNTY GENERAL	7.6414	1,100	0	1,100	8.41	
LIBRARY GENERAL	1.0339	1,100	0	1,100	1.14	
SCHOOL CAP PROJECT	1.5000	1,100	0	1,100	1.65	
SCHOOL DISCRNRY & CN	0.7480	1,100	0	1,100	0.82	
SCHOOL GENERAL	3.1840	1,100	0	1,100	3.50	
SCHOOL VOTED	1.0000	1,100	0	1,100	1.10	
CHILDREN'S TRUST	0.4612	1,100	0	1,100	0.51	
SUWANNEE RIVER WATER MGT DIST	0.3113	1,100	0	1,100	0.34	
CITY OF ALACHUA	5.9500	1,100	0	1,100	6.55	
TOTAL MILLAGE		21.8298	AD VALOREM TAXES		\$24.02	

LEGAL DESCRIPTION
COM SW COR OF NE1/4 OF SW1/4 RUN E 174.89 FT POB N 53 FT E 100 FT S 100 FT W 100 See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	UNIT	RATE	AMOUNT
550 COUNTY FIRE SERVICES	1.000	Varies	90.69
NON-AD VALOREM ASSESSMENTS			\$90.69

PAY ONLY ONE AMOUNT. ↓

COMBINED TAXES AND ASSESSMENTS \$114.71

IF PAID BY PLEASE PAY	Nov 30, 2023 \$0.00				
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JOHN POWER, CFC

ALACHUA COUNTY TAX COLLECTOR

2023 PAID REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

13032

PLEASE PAY IN U.S. FUNDS TO JOHN POWER, TAX COLLECTOR • P.O. Box 44310 • Jacksonville, FL 32231-4310

ACCOUNT NUMBER	PROPERTY ADDRESS
03130 004 000	UNASSIGNED LOCATION RE

BENTLEY TIMBER LLC
16860 SILVER OAK CIRCLE
DELRAY BEACH, FL 33445

PAY ONLY ONE AMOUNT

IF PAID BY	PLEASE PAY
☐ Nov 30, 2023	\$0.00
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www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03130 007 001	UNASSIGNED LOCATION RE	1700

BENTLEY TIMBER LLC
16860 SILVER OAK CIRCLE
DELRAY BEACH, FL 33445

EXEMPTIONS:



SCAN TO PAY ONLINE

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL	7.6414	1,400	0	1,400	10.70
LIBRARY GENERAL	1.0339	1,400	0	1,400	1.45
SCHOOL CAP PROJECT	1.5000	1,400	0	1,400	2.10
SCHOOL DISCRNRY & CN	0.7480	1,400	0	1,400	1.05
SCHOOL GENERAL	3.1840	1,400	0	1,400	4.46
SCHOOL VOTED	1.0000	1,400	0	1,400	1.40
CHILDREN'S TRUST	0.4612	1,400	0	1,400	0.65
SUWANNEE RIVER WATER MGT DIST	0.3113	1,400	0	1,400	0.44
CITY OF ALACHUA	5.9500	1,400	0	1,400	8.33
TOTAL MILLAGE					21.8298
AD VALOREM TAXES					\$30.58

LEGAL DESCRIPTION
COM SW COR NE1/4 OF SW1/4 POB E 217.89 FT N TO N LINE NE1/4 OF SW1/4 W 223.36 FT See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	UNIT	RATE	AMOUNT
550 COUNTY FIRE SERVICES	1.000	Varies	90.69
NON-AD VALOREM ASSESSMENTS			\$90.69

PAY ONLY ONE AMOUNT. ↓

COMBINED TAXES AND ASSESSMENTS \$121.27

IF PAID BY PLEASE PAY	Nov 30, 2023 \$0.00				
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JOHN POWER, CFC

ALACHUA COUNTY TAX COLLECTOR

2023 PAID REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

108048

PLEASE PAY IN U.S. FUNDS TO JOHN POWER, TAX COLLECTOR • P.O. Box 44310 • Jacksonville, FL 32231-4310

ACCOUNT NUMBER	PROPERTY ADDRESS
03130 007 001	UNASSIGNED LOCATION RE

BENTLEY TIMBER LLC
16860 SILVER OAK CIRCLE
DELRAY BEACH, FL 33445

PAY ONLY ONE AMOUNT

IF PAID BY	PLEASE PAY
☐ Nov 30, 2023	\$0.00
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WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT
www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03130 008 000	UNASSIGNED LOCATION RE	1700

BENTLEY TIMBER LLC
16860 SILVER OAK CIRCLE
DELRAY BEACH, FL 33445

EXEMPTIONS:



SCAN TO PAY ONLINE

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL	7.6414	3,594	0	3,594	27.46
LIBRARY GENERAL	1.0339	3,594	0	3,594	3.72
SCHOOL CAP PROJECT	1.5000	50,000	0	50,000	75.00
SCHOOL DISCRNRY & CN	0.7480	50,000	0	50,000	37.40
SCHOOL GENERAL	3.1840	50,000	0	50,000	159.20
SCHOOL VOTED	1.0000	50,000	0	50,000	50.00
CHILDREN'S TRUST	0.4612	3,594	0	3,594	1.66
SUWANNEE RIVER WATER MGT DIST	0.3113	3,594	0	3,594	1.12
CITY OF ALACHUA	5.9500	3,594	0	3,594	21.38
TOTAL MILLAGE					21.8298
AD VALOREM TAXES					\$376.94

LEGAL DESCRIPTION
COM SW COR OF NE1/4 OF SW1/4 E 413.9 FT POB N 66.13 FT W 195.74 FT SLY 15 FT M/L See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	UNIT	RATE	AMOUNT
550 COUNTY FIRE SERVICES	1.000	Varies	90.69
NON-AD VALOREM ASSESSMENTS			\$90.69

PAY ONLY ONE AMOUNT. ↓

COMBINED TAXES AND ASSESSMENTS \$467.63

IF PAID BY PLEASE PAY	Nov 30, 2023 \$0.00				
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JOHN POWER, CFC 2023 PAID REAL ESTATE 13036
ALACHUA COUNTY TAX COLLECTOR
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
PLEASE PAY IN U.S. FUNDS TO JOHN POWER, TAX COLLECTOR • P.O. Box 44310 • Jacksonville, FL 32231-4310

ACCOUNT NUMBER	PROPERTY ADDRESS
03130 008 000	UNASSIGNED LOCATION RE

BENTLEY TIMBER LLC
16860 SILVER OAK CIRCLE
DELRAY BEACH, FL 33445

PAY ONLY ONE AMOUNT	
IF PAID BY	PLEASE PAY
☐ Nov 30, 2023	\$0.00
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WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT
www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03135 000 000	UNASSIGNED LOCATION RE	1700

BENTLEY TIMBER LLC
16860 SILVER OAK CIRCLE
DELRAY BEACH, FL 33445

EXEMPTIONS:



SCAN TO PAY ONLINE

AD VALOREM TAXES						
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED	
COUNTY GENERAL	7.6414	2,383	0	2,383	18.21	
LIBRARY GENERAL	1.0339	2,383	0	2,383	2.46	
SCHOOL CAP PROJECT	1.5000	2,383	0	2,383	3.57	
SCHOOL DISCRNRY & CN	0.7480	2,383	0	2,383	1.78	
SCHOOL GENERAL	3.1840	2,383	0	2,383	7.59	
SCHOOL VOTED	1.0000	2,383	0	2,383	2.38	
CHILDREN'S TRUST	0.4612	2,383	0	2,383	1.10	
SUWANNEE RIVER WATER MGT DIST	0.3113	2,383	0	2,383	0.74	
CITY OF ALACHUA	5.9500	2,383	0	2,383	14.18	
TOTAL MILLAGE		21.8298	AD VALOREM TAXES		\$52.01	

LEGAL DESCRIPTION
SE1/4 OF SW1/4 ALSO NEWNANSVILLE IN SE1/4 BLK 1 RG 4 & BLK 1 RG 5 EAST OF PUBLIC See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	UNIT	RATE	AMOUNT
710 BOCC SOLID WASTE MGMT	1.000	@ 25.2700	25.27
NON-AD VALOREM ASSESSMENTS			\$25.27

PAY ONLY ONE AMOUNT. ↓

COMBINED TAXES AND ASSESSMENTS \$77.28

IF PAID BY PLEASE PAY	Nov 30, 2023 \$0.00				
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JOHN POWER, CFC

ALACHUA COUNTY TAX COLLECTOR

2023 PAID REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

13126

PLEASE PAY IN U.S. FUNDS TO JOHN POWER, TAX COLLECTOR • P.O. Box 44310 • Jacksonville, FL 32231-4310

ACCOUNT NUMBER	PROPERTY ADDRESS
03135 000 000	UNASSIGNED LOCATION RE

BENTLEY TIMBER LLC
16860 SILVER OAK CIRCLE
DELRAY BEACH, FL 33445

PAY ONLY ONE AMOUNT

IF PAID BY	PLEASE PAY
☐ Nov 30, 2023	\$0.00
☐	
☐	
☐	
☐	

WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT
www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!

ACCOUNT NUMBER	PROPERTY ADDRESS	MILLAGE CODE
03135 001 000	UNASSIGNED LOCATION RE	1700

3RD GENERATION DEVELOPER LLC
C/O WILLIAM WESEMAN
1778 SW 154TH ST
NEWBERRY, FL 32669

EXEMPTIONS:



SCAN TO PAY ONLINE

AD VALOREM TAXES						
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION(S)	TAXABLE VALUE	TAXES LEVIED	
COUNTY GENERAL	7.6414	15,633	0	15,633	119.46	
LIBRARY GENERAL	1.0339	15,633	0	15,633	16.16	
SCHOOL CAP PROJECT	1.5000	15,633	0	15,633	23.45	
SCHOOL DISCRNRY & CN	0.7480	15,633	0	15,633	11.69	
SCHOOL GENERAL	3.1840	15,633	0	15,633	49.78	
SCHOOL VOTED	1.0000	15,633	0	15,633	15.63	
CHILDREN'S TRUST	0.4612	15,633	0	15,633	7.21	
SUWANNEE RIVER WATER MGT DIST	0.3113	15,633	0	15,633	4.87	
CITY OF ALACHUA	5.9500	15,633	0	15,633	93.02	
TOTAL MILLAGE		21.8298	AD VALOREM TAXES		\$341.27	

LEGAL DESCRIPTION
COM SE COR OF SE1/4 OF SEC POB S 89 DEG 09 MIN 40 SEC W 1496.09 FT N 00 DEG 06 M See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	UNIT	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS			
			\$0.00

PAY ONLY ONE AMOUNT. ↓

COMBINED TAXES AND ASSESSMENTS \$341.27

IF PAID BY PLEASE PAY	Nov 30, 2023 \$0.00				
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JOHN POWER, CFC

ALACHUA COUNTY TAX COLLECTOR

2023 PAID REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

503948

PLEASE PAY IN U.S. FUNDS TO JOHN POWER, TAX COLLECTOR • P.O. Box 44310 • Jacksonville, FL 32231-4310

ACCOUNT NUMBER	PROPERTY ADDRESS
03135 001 000	UNASSIGNED LOCATION RE

3RD GENERATION DEVELOPER LLC
C/O WILLIAM WESEMAN
1778 SW 154TH ST
NEWBERRY, FL 32669

PAY ONLY ONE AMOUNT

IF PAID BY	PLEASE PAY
☐ Nov 30, 2023	\$0.00
☐	
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WANT TO RECEIVE YOUR BILL ELECTRONICALLY NEXT YEAR? VISIT
www.AlachuaCollector.com AND SIGN UP FOR E-BILLS!



Attachment I:

Alachua County Public School Student Generation Form

City of Alachua

PUBLIC SCHOOL STUDENT GENERATION CALCULATION FORM

PROJECT # Tolosa North

APPLICATION DATE 7-23-2024

NAME & DESCRIPTION OF PROJECT

Tolosa North PD Amendment

Adding 40 residential units to existing PD to total 180 residential units & removing commercial.

PROJECT ADDRESS (Contact 911 Addressing @ 352.338.7361)

no 911 assigned

See parcel numbers below

Tax Parcel Numbers

03130-007-001, 03130-004-000, 03135-000-000, 03130-008-00,

03130-009-000, 03135-001-000

Acreage

49.85 for entire PD, 7.52 for amendment

DEVELOPMENT DATA (check all that apply)



Single Family



Multi Family



Exempt (See exemptions on page 2)

Number of Units

180

Number of Units

Level of Review



Pre-Application Conference



Preliminary



Final



Revised



Staff Administrative Review

A determination that there is adequate school capacity for a specific project will satisfy requirements for review for school concurrency for the periods of time consistent with the Interlocal Agreement and specified in local government land development regulations; an agreement by the School Board with the developer and local government is required to extend the period for approvals for phased projects beyond the generally applicable time period

EXPLANATION OF STUDENT GENERATION CALCULATION

Student Generation is calculated based on the type of residential development and the type of schools. The number of student stations (by school type - Elementary, Middle and High School) used for calculating the school concurrency impacts is equal to the number of dwelling units by housing type multiplied by the student generation multiplier (for housing type & school type) established by the School Board. Calculations are rounded to the nearest whole number. Student Generation for each school type is calculated individually to assess the impact on the **School Concurrency Service Area (SCSA)** for each school type (Elementary, Middle and High School).

SCHOOL CONCURRENCY SERVICE AREAS (SCSA) FOR PROJECT LOCATION

Based on the project location, please identify the corresponding School Concurrency Service Areas for each school type. Maps of the SCSAs may be viewed on the Alachua County Public Schools website.

SCHOOL CONCURRENCY SERVICE AREAS (SCSA)

Elementary

Northwest Alachua

Middle

Mebane

High

Santa Fe

SINGLE FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY	180	units X 0.12 Elementary School Multiplier	22	Student Stations
MIDDLE	180	units X 0.06 Middle School Multiplier	11	Student Stations
HIGH	180	units X 0.09 High School Multiplier	16	Student Stations

MULTI FAMILY RESIDENTIAL DEVELOPMENT STUDENT GENERATION CALCULATIONS

ELEMENTARY		units X 0.06 Elementary School Multiplier		Student Stations
MIDDLE		units X 0.03 Middle School Multiplier		Student Stations
HIGH		units X 0.03 High School Multiplier		Student Stations

Source: School Board of Alachua County 2021 Student Generation Multiplier Analysis

EXEMPT DEVELOPMENTS (click all that apply)

- ☐ Existing legal lots eligible for a building permit
- ☐ Development that includes residential uses that has received final development plan approval prior to the effective date for public school concurrency, or has received development plan approval prior to June 24, 2008, provided the development approval has not expired
- ☐ Amendments to final development orders for residential development approved prior to the effective date for public school concurrency, and which do not increase the number of students generated by the development
- ☐ Age-restricted developments that prohibit permanent occupancy by persons of school age, provided this condition is satisfied in accordance with the standards of the Public School Facilities Element or the ILA
- ☐ Group quarters that do not generate public school students, as described in the ILA

AUTHORIZED AGENT

Name:

Mailing Address:

Phone:

Email:

PROPERTY OWNER

Name:

Mailing Address

Phone:

Email

CERTIFICATION

PROJECT NAME : Tolosa North

PROJECT #:

This application for a determination of the adequacy of public schools to accommodate the public school students generated by the subject development has been reviewed for compliance with the school concurrency management program and in accordance with the ILA. The following determinations have been made:

☒ **Approved** based upon the following findings (see 09.14.2022 Capacity Table)

Elementary SCSA

Northwest Alachua

Capacity Required

22

- ☒ Capacity Available
☐ Capacity Available in 5 yrs*
☐ Capacity Available in Adjacent SCSA

Available Capacity 368

Available Capacity

Available Capacity

Middle SCSA

Mebane

Capacity Required

11

- ☒ Capacity Available
☐ Capacity Available in 5 yrs*
☐ Capacity Available in Adjacent SCSA

Available Capacity 406

Available Capacity

Available Capacity

High SCSA

Santa Fe

16

- ☒ Capacity Available
☐ Capacity Available in 5 yrs*
☐ Capacity Available in Adjacent SCSA

Available Capacity 142

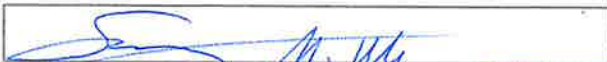
Available Capacity

Available Capacity

☐ **Denial** for reasons stated

Approved by

School Board Staff Certification



Suzanne M. Wynn
Director, Facilities Planning and Construction
Alachua County Public Schools
352.955.7400 x 1445

Date: 08.28.2024

City of Alachua Staff

A complete application for the development project was accepted on

Date:

Signed:

Printed Name:

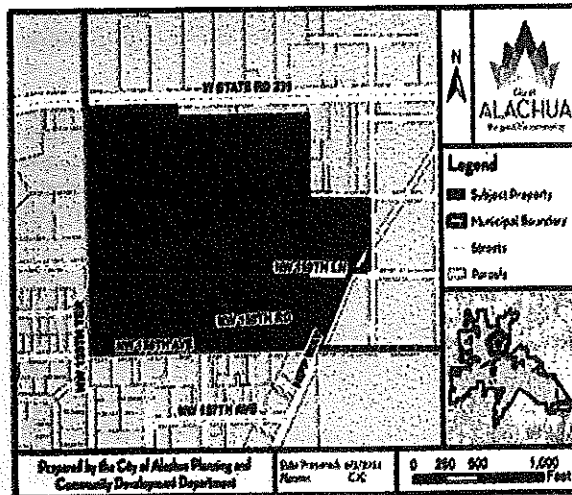


NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

Notice is hereby given that the City Commission of the City of Alachua will hold a public hearing on November 18, 2024, at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following proposed ordinance as titled:

ORDINANCE 25-01

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE TOLOSA PLANNED DEVELOPMENT-RESIDENTIAL ("PD-R"); AMENDING SECTION 3, DEVELOPMENT PARAMETERS, OF ORDINANCE 19-28; AMENDING SHEET C2.0 OF THE PD MASTER PLAN; REPEALING ALL ORDINANCES IN CONFLICT; 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 any 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.

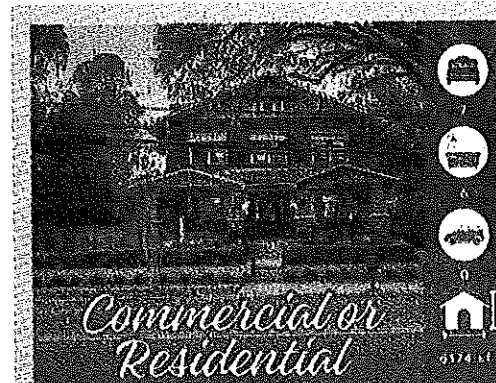
dealings. Upon investigation, deputies found that although the victim's name, birthdate, and Social Security number were used to open the credit card account, Wilson's phone number and email address were listed as contact information. Additionally, two other individuals tied to SEI & Company had also received cards under

Wilson the same account. One of these individuals, a woman who was issued a card by Wilson, claimed she was instructed to use it for both personal and business expenses, assuming it was a legitimate company account. She has since filed separate fraud charges against Wilson, alleging

but could not provided it to hi Wilson has of financial including a prosecution from a 201 related to a fal document, as lawsuits filed and SEI & C unpaid debt. W reached Wilson he reportedly

LISTINGS

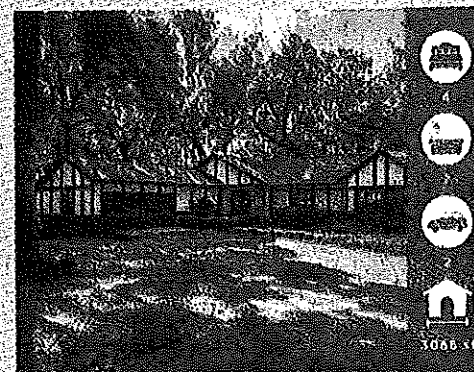
for sale



GC520473 \$695,000

24042/24016 W US HWY 27 HIGH SPRINGS

Two beautiful, historic homes in High Springs! Currently used as a Bed & Breakfast, these vintage homes can be your new residence or take over the Turn-Key business. The Grady House & Easton House have been pillars in High Springs' community for many, many years.



GC517304 \$524,000

11306 CREEK DRIVE ALACHUA

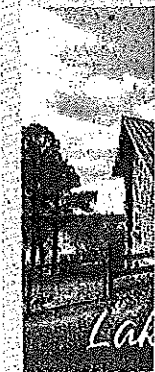
Nestled in the heart of the Turkey Creek Golf Community of Alachua, this stunning English Tudor style home is a true castle for those who appreciate timeless elegance. With enchanting castle-like features, this property is more than just a house; it is a dream come true.



GC51920

16407 NW 174

Located in Horizon Of High School, Well-maintained Bank and Santa Fe Park retail/businesses and



GC5195

210 LAKE RA

Your Country Oasis home on most desirable 36 split levels: main basement with a 10

**HORIZON REALTY
OF ALACHUA, INC.**

PH:

HOR

MIKE DAROZA
CITY MANAGER

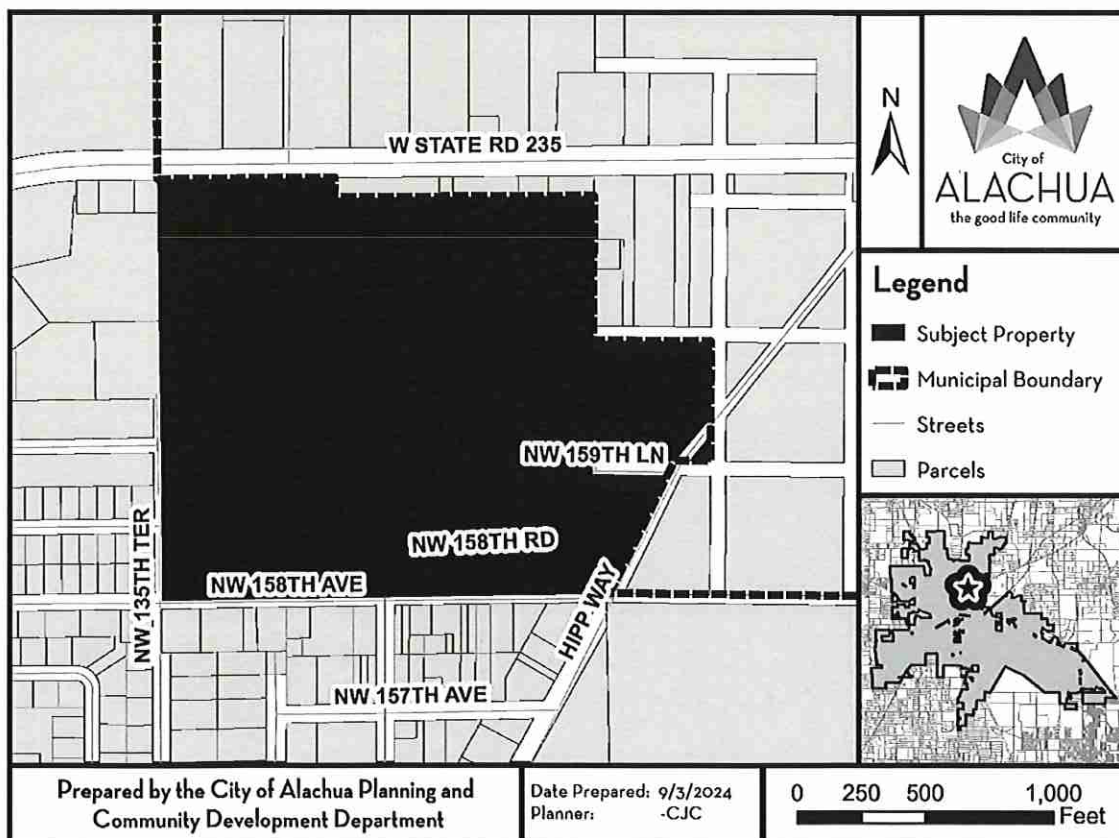
PLANNING & COMMUNITY DEVELOPMENT
DIRECTOR KATHY WINBURN

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 November 18, 2024, at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers in City Hall, located at 15100 NW 142nd Terrace, Alachua, Florida, to consider the following proposed ordinance as titled:

ORDINANCE 25-01

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE TOLOSA PLANNED DEVELOPMENT-RESIDENTIAL ("PD-R"); AMENDING SECTION 3, DEVELOPMENT PARAMETERS, OF ORDINANCE 19-28; AMENDING SHEET C2.0 OF THE PD MASTER PLAN; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



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3RD GENERATION DEVELOPER LLC
C/O WILLIAM WESEMAN
1778 SW 154TH ST
NEWBERRY, FL 32669

AARON GORDON L & MARY L
13301 NW 158TH AVE
ALACHUA, FL 32615

ACACIA CAPITAL INVESTMENTS LLC
PO BOX 411
ALACHUA, FL 32616

MAILED

NOV 4 2024

lu lu

ACEVEDO DENEIA DORETHEA
13827 W STATE ROAD 235
ALACHUA, FL 32615

ALACHUA COUNTY HOUSING AUTHORITY
701 NE 1ST ST
GAINESVILLE, FL 32601

ALACHUA COUNTY
C/O COUNTY MANAGERS
12 SE 1ST ST
GAINESVILLE, FL 32601

ALLEN CHESTER JR HEIRS
PO BOX 974
ALACHUA, FL 32616

ANDERSON & ANDERSON & ANDERSON
13209 NW 158TH AVE
ALACHUA, FL 32615

ANDERSON ELAINE W
13312 NW 157TH AVE
ALACHUA, FL 32615

ANDERSON GLENN Z
PO BOX 898
ALACHUA, FL 32615

ARAGON & SALOZZO
15650 NW 135TH TER
ALACHUA, FL 32615

ARAL & WYNN W/H
12503 WEST STATE RD 235
ALACHUA, FL 32615

ATKINS & GREEN & MCLEOD & LEE
13626 NW 158TH PL
ALACHUA, FL 32615

BAIRD WILLIAM M LIFE ESTATE
13703 NW 158TH PL
ALACHUA, FL 32615

BALLARD LIFE ESTATE & NANTZ & STEIN
12616 W STATE RD 235
ALACHUA, FL 32615

BALLARD LIFE ESTATE & NANTZ & STEIN
12624 W STATE RD 235
ALACHUA, FL 32615

BARIS BRENT E
15906 NW 288TH LN
ALACHUA, FL 32615

BARIS ENTERPRISES INC
15906 NW 288TH LN
ALACHUA, FL 32615

BENNETT JOSHUA
13612 NW 158TH AVE
ALACHUA, FL 32615

BENTLEY TIMBER LLC
16860 SILVER OAK CIRCLE
DELRAY BEACH, FL 33445

BLACKWOOD & CLARKE & GORDON
16102 NW COUNTY ROAD 241
ALACHUA, FL 32615

BOOKER HEIRS & HUNTER
C/O ALLIE HUNTER
19763 KINGS HIGHWAY
MONTROSS, VA 22520

BRIGGS & FLAGG & FLAGG III & FLAGG
15708 HIPPO WAY
ALACHUA, FL 32615

BROMENSCHENKEL ASHLEY KRISTINE
13116 W STATE ROAD 235
ALACHUA, FL 32615

BROOKS & WILLIAMS
13619 NW 158TH AVE
ALACHUA, FL 32615

BROWN ROSE LIFE ESTATE
PO BOX 811
ALACHUA, FL 32616

BURGESS BONNIE
PO BOX 111
ALACHUA, FL 32616

BURNS DAVID
13301 NW 158TH AVE
ALACHUA, FL 32615

BURNS VALRIE YVONNE
13301 NW 158TH AVE
ALACHUA, FL 32615

BUSH & WATERS & WATERS JR ET AL
C/O PATSY WATERS
PO BOX 3879
ANN ARBOR, MI 48106

CAIN WALLACE R
PO BOX 100
ALACHUA, FL 32616

CAPOBIANCO CARL
13518 NW 158TH PL
ALACHUA, FL 32615

CASTANO OSVALDO
15572 HIPPOWAY
ALACHUA, FL 32615

MAILED

NOV 4 2024

in line

CHESTER CHARLENE F
PO BOX 1274
ALACHUA, FL 32616

CITY OF ALACHUA
PO BOX 9
ALACHUA, FL 32616

CLAYTON THEAUDRA PATRICIA JOHNS
13911 NW 159TH PL
ALACHUA, FL 32615

COLLINS MAMIE L LIFE ESTATE
13208 NW 157TH AVE
ALACHUA, FL 32615

COLLINS MARTHA ANN HEIRS
13610 NW 158TH PL
ALACHUA, FL 32615

COLLINS VIOLA HEIRS
PO BOX 833
ALACHUA, FL 32616

CRUZ JACOB EDWIN
15708 NW 134TH TER
ALACHUA, FL 32615

CSL FLORIDA SYSTEM LLC
C/O CSL OHIO SYSTEM LLC 2101 RIVER
LITTLE ROCK, AR 72202

DAMAH MAY
15659 NW 136TH TER
ALACHUA, FL 32615

DASA & PATEL
12954 WEST STATE ROAD 235
ALACHUA, FL 32615

DASHA & PATEL
12954 W STATE RD 235
ALACHUA, FL 32615

DAVIS & HEITZMAN
16013 HIPPO WAY
ALACHUA, FL 32615

DECOURSEY & HOWARD & JOHNSON
13719 NW 158TH PL
ALACHUA, FL 32615

DIXON LULA M
4455 SW 34TH ST
GAINESVILLE, FL 32608

DIXON WILLETTE
15114 NW 134TH TER
ALACHUA, FL 32615

DIXON WILLETTE
PO BOX 2435
ALACHUA, FL 32616

DOMINGO OLIVIA T
19719 NW 46TH AVE
ALACHUA, FL 32615

DORITY WINSTON L & ANGELA
13508 W STATE ROAD 235
ALACHUA, FL 32615

EDWARDS JACQUELINE HEIRS
PO BOX 822
ALACHUA, FL 32616

EMP1 LLC
7045 NW 22ND ST SUITE B
GAINESVILLE, FL 32653

ESTATE OF MURRAY L INABNETT & INA
104 SE 44TH ST
GAINESVILLE, FL 32641

FAIRLEY ENDY HEIRS
PO BOX 1787
ALACHUA, FL 32616

FAITH HOPE & CHARITY DELIVERANCE
C/O ELIZA TATE
PO BOX 1083
ALACHUA, FL 32616

FAITH HOPE & CHARITY DELIVERANCE
C/O ELIZA TATE
PO BOX 1083
ALACHUA, FL 32616

FAITH HOPE & CHARITY INC
C/O ELIZA TATE
PO BOX 1083
ALACHUA, FL 32616

FAITH HOPE AND CHARITY INC
C/O ELIZA TATE
PO BOX 1083
ALACHUA, FL 32616

FILER MAMIE L
13208 NW 157TH AVE
ALACHUA, FL 32615

FLAGG BEATRICE M
15708 HIPPI WAY
ALACHUA, FL 32615

FLAGG HENRY JR & BEATRICE
15708 HIPPI WAY
ALACHUA, FL 32615

FRALEY & LONGSTREET
PO BOX 933
ALACHUA, FL 32616

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Can be

FRAZIER & FORD & LEWIS
PO BOX 52
ALACHUA, FL 32616

FRAZIER FRANCES
16008 NW COUNTY ROAD 241
ALACHUA, FL 32615

FREENEY DIANNE
PO BOX 223
ALACHUA, FL 32616

FREENEY JOE LEWIS & SADIE
2824 NE 12TH ST
GAINESVILLE, FL 32609

GAINESVILLE HOUSINGDEVELOPMENT
1900 SE 4TH ST
GAINESVILLE, FL 32641

GARRETT WILLIE C JR LIFE ESTATE
14861 POLK ST
MIAMI, FL 33176

GARRISON BERNICE HEIRS
PO BOX 75
ALACHUA, FL 32616

GARRISON GWENDOLYN L
13727 NW 158TH PL
ALACHUA, FL 32615

GODFREY KATHI R
P.O BOX 2091
ALACHUA, FL 32616

GRANT NUBARICK E
PO BOX 2378
ALACHUA, FL 32616

HALL & HALL JR & LEE & STRAWDER
PO BOX 382
ALACHUA, FL 32616

HARRIS MONICA KAY
13232 W STATE RD 235
ALACHUA, FL 32615

HART & WASHINGTON HEIRS
PO BOX 874
ALACHUA, FL 32616

HART ETHEL LIFE ESTATE
PO BOX 874
ALACHUA, FL 32616

HARVEY CHARLES & JO ELLA
3901 FORRESETHILLS DR
PORTSMOUTH, VA 23703

HAYES GLENETA JANESE
13643 NW 157TH PL
ALACHUA, FL 32615

HEINTZ JOHN E & JUDY A
16641 NW 134TH DR
ALACHUA, FL 32615

HEITZMAN FRANK BENJAMIN
15855 HIPPI WAY
ALACHUA, FL 32615

HEITZMAN JON F LIFE ESTATE
16117 HIPPI WAY
ALACHUA, FL 32615

HEITZMAN MARIE KAY
16005 HIPPI WAY
ALACHUA, FL 32615

HEITZMAN THAD S HEIRS
15311 NW 140TH ST
ALACHUA, FL 32615

HENINGER KIMBERLY
12916 W STATE ROAD 235
ALACHUA, FL 32615

HOOPAUGH PAUL B
15714 NW 135TH TER
ALACHUA, FL 32615

HOPE JAMES
PO BOX 14
ALACHUA, FL 32616

HUNT NELLIE FRAZIER
PO BOX 52
ALACHUA, FL 32616

INTREPID CONSTRUCTION LLC
7757 SW 88TH DR
GAINESVILLE, FL 32608

JACKSON JAMES THOMAS
13323 NW 157TH AVE
ALACHUA, FL 32615

JACKSON PHILLIP SR HEIRS
PO BOX 766
ALACHUA, FL 32616

JACKSON RAYNYODA
14313 NW 155TH PL
ALACHUA, FL 32615

JOINER TONIA Q
PO BOX 1536
ALACHUA, FL 32616

JORDAN ROBERT EDWARD
15912 NW 140TH ST
ALACHUA, FL 32615

KOLOMYIKO IVAN
14317 NW 142ND AVE
ALACHUA, FL 32615

LEMNAH & LEMNAH
13220 W STATE RD 235
ALACHUA, FL 32615

LEWIS DIANE R
14306 NW 154TH TER
ALACHUA, FL 32615

LOOKADOO SHALEAH SHERRICE
13608 NW 157TH PL
ALACHUA, FL 32615

MARKHAM CLAUDINE
13617 NW 158TH PL
ALACHUA, FL 32615

MBM PROPERTIES LLC
726 NW 8TH AVE
GAINESVILLE, FL 32601

JACKSON PHILLIP
15923 NW 141ST ST
ALACHUA, FL 32615

JENKINS SHELISIA V
PO BOX 1071
ALACHUA, FL 32616

JONES & PELHAM W/H
PO BOX 2286
ALACHUA, FL 32616

KEATING PAMELA JILL
13652 NW 157TH PL
ALACHUA, FL 32615

KUEPPER ELIZABETH A LIFE ESTATE
13907 NW 159TH PL
ALACHUA, FL 32615

LEMNAH EULA W HEIRS
13220 W STATE ROAD 235
ALACHUA, FL 32615

LIU & ZHU H/W
19081 NW 165TH LN
HIGH SPRINGS, FL 32643

MAQ GROUP
6221 WEST ATLANTIC BLVD
MARGATE, FL 33063

MARTIN & MELCHIOR
15311 NW 140TH ST
ALACHUA, FL 32615

MCCASLIN & MCCASLIN
15821 NW 140TH ST
ALACHUA, FL 32615

JACKSON RALPH N & DIANE
5630 NW 25TH ST
GAINESVILLE, FL 32653

JOHN C HIPPI CONST EQUIP CO
PO BOX 1000
ALACHUA, FL 32616

JONES & PELHAM
PO BOX 2286
ALACHUA, FL 32616

KEEFER JAMES M & MELISSA SHEPARD
15665 NW 135TH TER
ALACHUA, FL 32615

LEE TORREY CARL
PO BOX 334
ALACHUA, FL 32616

LEMNAH WAUNITA
13220 W STATE ROAD 235
ALACHUA, FL 32615

LOGAN CHRISTIE A
13435 NW 158TH AVE
ALACHUA, FL 32615

MARAF PROPERTY HOLDINGS LLC
2828 NW 142ND AVE
GAINESVILLE, FL 32609

MAUTJANA NARE ALPHEUS & KGADI W
13685 NW 158TH AVE
ALACHUA, FL 32615

MCCASLIN BRENDA D
PO BOX 365
ALACHUA, FL 32616

MAILED
NOV 4 2024
65

MCCLAIN NATHANIEL JR
PO BOX 645
ALACHUA, FL 32616

MCCRAY ANTHONY & DYMESHIA LAKE
15701 NW 135TH TER
ALACHUA, FL 32615

MITCHELL ALBERT HEIRS
15716 NW 133RD TER
ALACHUA, FL 32615

MAILED

NOV 4 2024

h w

MOHAMMED CHAD REJAN
13630 NW 157TH PL
ALACHUA, FL 32615

MONTENEGRO GUIDO ANDRES & MARI
15702 NW 135TH TER
ALACHUA, FL 32615

MONTIEL & MONTIEL
13699 NW 158TH AVE
ALACHUA, FL 32615

MOSLEY CASSIE
GENERAL DELIVERY
FORT WHITE, FL 32038

MURPHY AND MURPHY PROPERTIES L
7757 SW 88TH DR
GAINESVILLE, FL 32608

MYERS ALACHUA INVESTMENTS LLC
2127 FORT CLARKE BLVD
GAINESVILLE, FL 32606

NEW JERUSALEM CHURCH OF GOD
% RUTHENIA WARD
748 CARTER ST
ORLANDO, FL 32805

NEW ST MARY M B CHURCH
PO BOX 1498
ALACHUA, FL 32616

NEW ST MARYS BAPTIST CHURCH
PO BOX 1498
ALACHUA, FL 32616

NMRV HOLDINGS LLC
10403 W STATE ROAD 235
ALACHUA, FL 32615

NONABUR & VENKATASUBBAIAH
691 N CAPITOL AVE UNIT 5
SAN JOSE, CA 95133

OAK HAMMOCK PROPERTIES LLC
13919 NW 145TH AVE
ALACHUA, FL 32615

OCASIO & VILLAFANE W/H
15705 NW 136TH TER
ALACHUA, FL 32615

PERKINS & PERKINS
13733 NW 159TH PL
ALACHUA, FL 32615

PERKINS DOLLEAN ANDREA
13733 NW 159TH PL
ALACHUA, FL 32615

PHILPOT IRA JUDSON
25323 N COUNTY RD UNIT 1491
ALACHUA, FL 32615

POLLARD ROBERT H
13734 NW 159TH PL
ALACHUA, FL 32615

PREDESTINED HOMES LLC
PO BOX 2225
ALACHUA, FL 32615

RADFORD SR & RADFORD CO-TRUST
12812 W STATE ROAD 235
ALACHUA, FL 32615

REDWINE ROBERT A
PO BOX 357638
GAINESVILLE, FL 35763

REED ZONYA
3710 NE 12TH ST
GAINESVILLE, FL 32609

REED-RILEY ENTERPRISES LLC
22649 NE 131ST LN
SALT SPRINGS, FL 32134

REYNOLDS JACKIE & CAROLYN
PO BOX 1218
ALACHUA, FL 32616

RHODES MAGGIE HEIRS
% EVELINA HENTON 15616 HIPPI WAY
ALACHUA, FL 32615

RICHARDSON DAISY PEAL LIFE EST
PO BOX 822
ALACHUA, FL 32616

RODRIGUEZ FERNANDO & NANCY B
13310 W STATE RD 235
ALACHUA, FL 32615

RUFRANO MARCEIA
13826 NW 158TH PL
ALACHUA, FL 32615

RUSHING WILLIE
PO BOX 985
ALACHUA, FL 32616

SAHOO SUKADEV & SAVITRI
17316 NW 112TH BLVD
ALACHUA, FL 32615

SCHOOL BOARD OF ALACHUA COUNTY
620 E UNIV AVE MEBANE MIDDLE SCHC
GAINESVILLE, FL 32601

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NOV 4 2024

SCHOONER DONALD
1628 N MAIN ST #166
SALINAS, CA 32906

SHARP ROBERT L LIFE ESTATE
PO BOX 235
ALACHUA, FL 32616

SHAW MAE E HEIRS
% VERSA L DECOURSEY
PO BOX 921
ALACHUA, FL 32616

SHETH VISVAMBHAR
PO BOX 2668
ALACHUA, FL 32616

SIMPLIFY FURTHER LLC
16280 NW 141ST ST
ALACHUA, FL 32615

SKLAR GROUP LLC
21026 NW 167TH PL
HIGH SPRINGS, FL 32643

SOUTHERN ACRES HOLDINGS LLC
PO BOX 906
ARCHER, FL 32618

SPOTTSWOOD FLORENCE FAWNIE G T
16328 NW 129TH TER
ALACHUA, FL 32615

ST MARY BAPTIST CHURCH
PO BOX 1498
ALACHUA, FL 32616

STATE OF FLA IIF
TIITF/STATE OF FLORIDA-MURPHY AC
3900 COMMONWEALTH BLVD
TALLAHASSEE, FL 32399

STOKES-JONES PEGGY
7204 NW 200TH TER
ALACHUA, FL 32615

STROUD CARY
1293 ROYAL DORNOCH DR
JACKSONVILLE, FL 32221

SWICK REALITY INC
15004 NW BURNETTES LAKE BLVD
ALACHUA, FL 32615

TAMBURINO DOMINIC & RELOMATEE
600 W OLYMPIC PL APT 709
SEATTLE, WA 98119

THOMAS JOSHLYN K
13601 NW 158TH AVE
ALACHUA, FL 32615

TIBBETTS JOHN
13406 NW 157TH AVE
ALACHUA, FL 32615

TOLBERT EMMA
5889 SAINT CECILIA RD
JACKSONVILLE, FL 32207

TOOMEY KERRY & MARTHA S
12921 W SR-235
ALACHUA, FL 32615

TOOMEY KERRY D & MARTHA S
12921 W STATE RD 235
ALACHUA, FL 32615

TOOMEY KERRY D & MARTHA S
12921 WEST STATE RD 235
ALACHUA, FL 32615

TUBBS & SHARPER
PO BOX 351
ALACHUA, FL 32616

UNDERWOOD WILLIAM N & SUZAN H
PO BOX 138
LA CROSSE, FL 32658

VAIRO & VAIRO TRUSTEES
16501 NW 129TH TER
ALACHUA, FL 32615

WALKER & WALKER & WALKER
PO BOX 1001
ALACHUA, FL 32616

WELCH CLAUDIE B HEIRS
C/O ENI LLC
3720 NW 43RD ST STE 105
GAINESVILLE, FL 32606

WETHERINGTON KENNETH ELLIS
3730 SE 14TH TER
GAINESVILLE, FL 32641

WHITE WILMER III
8612 BRIXTON CT
JACKSONVILLE, FL 32244

WILKERSON RAMON & FRANKIE
PO BOX 553
ALACHUA, FL 32616

WRIGHT ANTHONY B
PO BOX 661
ALACHUA, FL 32616

YOUNG MOZELLE HEIRS
13301 NW 158TH AVE
ALACHUA, FL 32615

WILKERSON RAMON
PO BOX 553
ALACHUA, FL 32616

YOUNG CANDY
13227 NW 157TH AVE
ALACHUA, FL 32615

WRIGHT ANTHONY B & SHARON PITTM
PO BOX 661
ALACHUA, FL 32616

MAILED

NOV 4 2024

in

YOUNG IRENE HEIRS
13802 NW 159TH PL
ALACHUA, FL 32616

DaRoza Mike
P.O. Box 9
Alachua, FL 32615

Robbins Tamara
PO Box 2317
Alachua, FL 32616

Horton Lynn
19005 NW 138th Avenue
Alachua, FL 32615

MAILED

NOV 4 2024

Lin Lin

Lieberman Michele
12 SE 1st Street
Gainesville, FL 32601

Coon Lynda
7216 NW 126 Avenue
Alachua, FL 32615

Calderwood Jean
14095 NW 174th Ave
Alachua, FL 32615

Endelicato Antoinette
5562 NW 93rd Avenue
Gainesville, FL 32653

Strickland Joseph & Phyllis
14103 NW 156th Place
Alachua, FL 32615

Dixon Linda AICP
PO Box 115050
Gainesville, FL 32611

Calderwood Jean
14095 NW 174th Ave
Alachua, FL 32615

CITY OF ALACHUA

NOTICE OF LAND USE DEVELOPMENT ACTION

PUBLIC HEARING(S) ARE SCHEDULED TO CONSIDER THE FOLLOWING:

PROJECT NAME: Tolosa PD-R Amendment **APPLICATION NO.:** PR24-0001

APPLICATION TYPE: PD Amendment **CURRENT ZONING:** PD-R

NATURE/SCOPE OF PROPOSAL: Ordinance 25-01:

Relating to the Tolosa Planned Development-Residential; Amending Section 3 of Ordinance 19-28 and Sheet C2.0 of the PD Master Plan

DATE OF PUBLIC HEARING(S): November 12, 2024 **AT** 6:00 **PM**
November 18, 2024 **AT** 6:00 **PM**
December 9, 2024 **AT** 6:00 **PM**

LOCATION OF PUBLIC HEARING(S):
ALACHUA CITY HALL - 15100 NW 142ND TERRACE

FOR MORE INFORMATION CONTACT:
CITY OF ALACHUA PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT

386-418-6121
planning@cityofalachua.com

ALL INTERESTED PARTIES MAY APPEAR AT THE PUBLIC HEARING(S) AND BE HEARD WITH RESPECT TO THE APPLICATION. COPIES OF THE APPLICATION, STAFF REPORT, AND RELATED MATERIALS ARE AVAILABLE FOR PUBLIC INSPECTION AT THE PLANNING & COMMUNITY DEVELOPMENT, 15100 NW 142ND TERRACE, ALACHUA, FLORIDA, ON ANY REGULAR BUSINESS DAY DURING NORMAL BUSINESS HOURS. WRITTEN COMMENTS MAY BE SENT TO: CITY OF ALACHUA, PLANNING & COMMUNITY DEVELOPMENT, P.O. BOX 9, ALACHUA FL 32616. NOTICE IS GIVEN PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, THAT, IN ORDER TO APPEAL ANY DECISION MADE AT THE PUBLIC HEARING(S), 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 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(S).

AFFIDAVIT FOR POSTED LAND USE SIGN

I, David Deline, POSTED THE LAND USE SIGN(S)
(Print Name)

ON 10/21/24 FOR THE Tolosa PD-R Amendment Application
(Date) (Project name & type of action)

LAND USE ACTION AS PER ARTICLE 2.2.9(D) OF THE LAND DEVELOPMENT

REGULATIONS. THIS WILL BE INCLUDED IN THE STAFF REPORT.


(Signature)

8
(Number of signs)



Commission Agenda Item

MEETING DATE: November 18, 2024

SUBJECT: Resolution 25-01: Amending the Fiscal Year 2023-2024 General Fund Budget; Recognizing and appropriating unanticipated revenues; Increasing the General Fund City Manager, City Attorney, and Police Department budgets to eliminate budget variances; and, Providing an effective date.

PREPARED BY: Robert Bonetti

RECOMMENDED ACTION:

Adopt Resolution 25-01.

Summary

Finance and Administrative Services (FAS) performs an end of year review of actual receipts and expenditures for each fund and department as part of its end of year procedures. This review is intended to identify budget and expenditure variances in need of correction. As a result of this review, the FAS Department deems it necessary to appropriate previously unanticipated FY 2023-2024 General Fund Ad Valorem Taxes, Utility Taxes, School Resource Contract, and Interest revenues in order to correct General Fund budget category variances. Florida Statutes allows for this type of budget adjustment up to 60 days after the close of the fiscal year.

Listed below is a breakdown of the budget and expenditure variances (including encumbered amounts) requiring corrective action:

- The General Fund City Manager budget reflects an overage of \$34,811.20 in personal services expenses. This overage is primarily due to salary expenditures related to organizational changes during the fiscal year.
- The General Fund City Attorney budget reflects an overage of \$21,903.76 in operating expenses. This overage is primarily due to increased litigation expenditures.
- The General Fund Police Department budget reflects an overage of \$312,977.75 in personal services expenses. This overage is primarily due to overtime resulting from coverage for vacancies, special events, and storm events.

In order to correct these variances, a resolution amending the City's FY 2023-2024 General Fund Budget is necessary.

FAS recommends the adoption of Resolution 25-01 amending the City's FY 2023-2024 budget. This action increases the FY 2023-2024 General Fund Budget from \$18,634,173 to \$19,004,173.

The final overall FY 2023-2024 City Budget is \$67,220,242.

FINANCIAL IMPACT

\$370,000

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Funding Source - General Fund

ATTACHMENTS

1. Resolution 25-01
2. Resolution 25-01 Exhibit A

RESOLUTION 25-01

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; AMENDING THE FISCAL YEAR 2023-2024 GENERAL FUND BUDGET; RECOGNIZING AND APPROPRIATING UNANTICIPATED REVENUES; INCREASING THE GENERAL FUND CITY MANAGER, CITY ATTORNEY, AND POLICE DEPARTMENT BUDGETS TO ELIMINATE BUDGET VARIANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to recognize and appropriate unanticipated revenues in the amount of \$370,000 within the General Fund and increase the Fiscal Year 2023-2024 General Fund Budget; and,

WHEREAS, the City Commission desires to utilize these unanticipated revenues to correct budget variances within the City Manager, City Attorney, and the Alachua Police Department Fiscal Year 2023-2024 General Fund Budgets;

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

SECTION 1. The Fiscal Year 2023-2024 General Fund Budget is amended by the unanticipated revenues appropriated as set forth in the budget amendment attached hereto as Exhibit A.

SECTION 2. The City Manager and Finance and Administrative Services Director are directed to amend and increase the Fiscal Year 2023-2024 General Fund Budget to provide for the additional expenses as set forth in the budget amendment attached hereto as Exhibit A.

SECTION 3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 18th day of November, 2024.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor
SEAL

ATTEST:

Mike DaRoza, City Manager/Clerk

CITY OF ALACHUA
BUDGET AMENDMENT / BUDGET TRANSFER

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	General Fund	Non-Departmental	Ad Valorem	001-000.0000-311.1000	100,000.00	
2	General Fund	Non-Departmental	Utility Taxes	001-000.0000-314.0000	200,000.00	
3	General Fund	Non-Departmental	School Resource Contract	001-000.0000-342.1004	40,000.00	
4	General Fund	Non-Departmental	Interest	001-000.0000-361.1000	30,000.00	
5	General Fund	City Manager	Salaries	001-512.0200-501.1200		34,950.00
6	General Fund	City Attorney	Litigation	001-514.0300-503.3102		22,000.00
7	General Fund	APD	Overtime	001-521.7100-501.1400		313,050.00
8						
9						
10						
11						
12						
13						
14						
15						
NOTE: TO INCREASE REVENUE OR EXPENSE = POSITIVE NUMBER, TO DECREASE REVENUE OR EXPENSE = NEGATIVE NUMBER.					370,000.00	370,000.00
USE WHOLE DOLLARS ONLY.					COMBINED TOTAL	740,000.00
AMENDMENT/TRANSFER TOTALS						

Purpose: Appropriate budget pursuant to Resolution 25-01.

APPROVED BY:

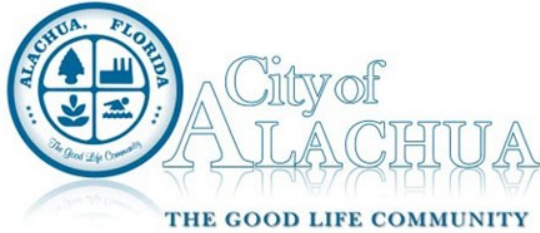
FINANCE AND ADMINISTRATIVE SERVICES DIRECTOR

DATE

APPROVED BY:

CITY MANAGER

DATE



Commission Agenda Item

MEETING DATE: November 18, 2024

SUBJECT: RFP 2024-01 FFY 2023 Small Cities Community Development Block Grant
(CDBG) Grant Administration Services

PREPARED BY: Donna Smith

RECOMMENDED ACTION:

- 1) Approve the recommended rankings for RFP 2024-01 as presented.
 - 2) Authorize the City Manager to enter into a contract with Fred Fox Enterprises, Inc. to complete the work as needed under the provisions of RFP 2024-01 and to issue a Purchase Order in the amount not to exceed \$105,000.00 for Grant Administration Services.
-

Summary

On August 26, 2024, the City solicited formal proposals from qualified vendors to provide Grant Administration Services for the FFY 2023 Small Cities Community Development Block Grant (CDBG).

The City received two (2) proposals in response to RFP 2024-01. All proposals qualified. The proposals were received from GrantWorks and Fred Fox Enterprises, Inc.

Selection Committee members reviewed, evaluated and scored the proposals. This committee met, discussed and ranked the proposals as follows:

First Ranked - Fred Fox Enterprises, Inc.

Second Ranked - GrantWorks.

Staff recommends to award RFP 2024-01 to Fred Fox Enterprises, Inc. and to proceed with entering into a contract with Fred Fox Enterprises, Inc.

FINANCIAL IMPACT

Not to exceed \$105,000.

ADDITIONAL FINANCIAL INFORMATION

An executed Small Cities CDBG Subgrant Agreement was received from the Florida Department of Commerce on November 6, 2024.

COMMISSION GOALS

Economic Development
Quality of Life
Community Enhancement
Strengthen Community Service
Funding Source - Grants

ATTACHMENTS

1. RFP 2024-01 Proposal Summary Score Sheet
2. Selection Committee Member Scoring Sheets

**City of Alachua
Proposal Summary Score Sheet
RFP 2024-01**

**FFY 2023 Small Cities Community Development Block Grant (CDBG)
Grant Administration Services**

Proposal 1: GrantWorks

Proposal 2: Fred Fox Enterprises, Inc.

	Proposal 1	Proposal 2
Selection Committee Member 1	67	91
Selection Committee Member 2	80	82
Selection Committee Member 3	96	90
TOTAL SUMMARY	243	263

****Highest Summary Score is Ranked First****

1st Ranked – Fred Fox Enterprises, Inc.

2nd Ranked - GrantWorks

Ranking Date: October 17, 2024

Scoring Sheet for Evaluation of Request for Proposals
FFY 2023 Small Cities Community Development Block Grant (CDBG) Grant Administration Services
RFP 2024-01

Criteria	Factors to Consider	Points Available	Proposal #1 GrantWorks	Notes
1.	Staff administration experience to include the total number of years' experience that the firm's staff has working with CDBG grants.	0-20	12	cumulative total of 88 years combined experience.
2.	Firm's success in administering and closing out Regular Category and Economic Development CDBG grants.	0-20	20	2000+ grants in 45 years.
3.	Quality of the firm's proposed approach to administering the grant.	0-20	5	doesn't thoroughly explain how they will administer the grant.
4.	Number of letters of recommendation for CDBG services provided in the firm's proposal.	0-20	18	10 Letters of recommendations.
5.	Proposed fee.	0-20	12	Doesn't explain what they will do. Not broken down.
6.	Minority Business Enterprise. Award 5 points if the firm is a MBE or WBE. This score is used only in the event of a tie for the highest total ranking.	0-5	0	Not MBE/WBE
*Minority Business Enterprise **Women Business Enterprise		Total Score:	67	doesn't explain their proposal. Just says the price.
			Max of 100 pts	

SELECTION COMMITTEE MEMBER #1

Committee Member: _____

Date: 10/17/24

Scoring Sheet for Evaluation of Request for Proposals
FFY 2023 Small Cities Community Development Block Grant (CDBG) Grant Administration Services
RFP 2024-01

Criteria	Factors to Consider	Points Available	Proposal #1 GrantWorks	Notes
1.	Staff administration experience to include the total number of years' experience that the firm's staff has working with CDBG grants.	0-20	17	
2.	Firm's success in administering and closing out Regular Category and Economic Development CDBG grants.	0-20	14	
3.	Quality of the firm's proposed approach to administering the grant.	0-20	17	
4.	Number of letters of recommendation for CDBG services provided in the firm's proposal.	0-20	16	
5.	Proposed fee.	0-20	16	
6.	Minority Business Enterprise. Award 5 points if the firm is a MBE or WBE. This score is used only in the event of a tie for the highest total ranking.	0-5	0	
*Minority Business Enterprise **Women Business Enterprise		Total Score:	80	
			Max of 100 pts	

SELECTION COMMITTEE MEMBER #2

Committee Member: _____
Date: 10/17/24

Scoring Sheet for Evaluation of Request for Proposals
FFY 2023 Small Cities Community Development Block Grant (CDBG) Grant Administration Services
RFP 2024-01

Criteria	Factors to Consider	Points Available	Proposal #1 GrantWorks	Notes
1.	Staff administration experience to include the total number of years' experience that the firm's staff has working with CDBG grants.	0-20	20	
2.	Firm's success in administering and closing out Regular Category and Economic Development CDBG grants.	0-20	20	
3.	Quality of the firm's proposed approach to administering the grant.	0-20	20	
4.	Number of letters of recommendation for CDBG services provided in the firm's proposal.	0-20	20 16	10-8-24 None from Florida
5.	Proposed fee.	0-20	20 20	10-17-24 Exceeds budget
6.	Minority Business Enterprise. Award 5 points if the firm is a MBE or WBE. This score is used only in the event of a tie for the highest total ranking.	0-5	0	
*Minority Business Enterprise **Women Business Enterprise		Total Score:	96	
			Max of 100 pts	

SELECTION COMMITTEE MEMBER #3

Committee Member: _____
Date: 10-17-24

Scoring Sheet for Evaluation of Request for Proposals
FFY 2023 Small Cities Community Development Block Grant (CDBG) Grant Administration Services
RFP 2024-01

Criteria	Factors to Consider	Points Available	Proposal #2 Fred Fox Enterprises Inc.	Notes
1.	Staff administration experience to include the total number of years' experience that the firm's staff has working with CDBG grants.	0-20	20	combined experience of 142 years.
2.	Firm's success in administering and closing out Regular Category and Economic Development CDBG grants.	0-20	12	428 grants in 40 years.
3.	Quality of the firm's proposed approach to administering the grant.	0-20	19	thoroughly explains how grant will be administered.
4.	Number of letters of recommendation for CDBG services provided in the firm's proposal.	0-20	20	32 letters of recommendations.
5.	Proposed fee.	0-20	20	thoroughly breaks down proposed fee.
6.	Minority Business Enterprise. Award 5 points if the firm is a MBE or WBE. This score is used only in the event of a tie for the highest total ranking.	0-5	0	Not MBE/WBE
*Minority Business Enterprise **Women Business Enterprise		Total Score:	91	smaller firm but has plenty of experience.
			Max of 100 pts	

Committee Member: SELECTION COMMITTEE MEMBER #1

Date: 10/17/24

Scoring Sheet for Evaluation of Request for Proposals
FFY 2023 Small Cities Community Development Block Grant (CDBG) Grant Administration Services
RFP 2024-01

Criteria	Factors to Consider	Points Available		
1.	Staff administration experience to include the total number of years' experience that the firm's staff has working with CDBG grants.	0-20	Proposal #2 Fred Fox Enterprises Inc.	Notes
			18	
2.	Firm's success in administering and closing out Regular Category and Economic Development CDBG grants.	0-20	16	
3.	Quality of the firm's proposed approach to administering the grant.	0-20	18	
4.	Number of letters of recommendation for CDBG services provided in the firm's proposal.	0-20	15	
5.	Proposed fee.	0-20	15	
6.	Minority Business Enterprise. Award 5 points if the firm is a MBE or WBE. This score is used only in the event of a tie for the highest total ranking.	0-5	0	
*Minority Business Enterprise **Women Business Enterprise		Total Score:	82	
			Max of 100 pts	

Committee Member: **SELECTION COMMITTEE MEMBER #2**
Date: 10/17/24

Scoring Sheet for Evaluation of Request for Proposals
FFY 2023 Small Cities Community Development Block Grant (CDBG) Grant Administration Services
RFP 2024-01

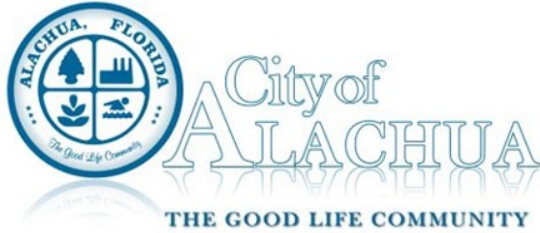
Criteria	Factors to Consider	Points Available	Proposal #2 Fred Fox Enterprises Inc.	Notes
1.	Staff administration experience to include the total number of years' experience that the firm's staff has working with CDBG grants.	0-20	18	Small firm
2.	Firm's success in administering and closing out Regular Category and Economic Development CDBG grants.	0-20	20	
3.	Quality of the firm's proposed approach to administering the grant.	0-20	18 16 ¹⁰⁻⁸⁻²⁴	I don't see a proposed approach → part of fee proposal?
4.	Number of letters of recommendation for CDBG services provided in the firm's proposal.	0-20	18 16 ¹⁰⁻⁸⁻²⁴	Many letters, but all from 2018 or older.
5.	Proposed fee.	0-20	20 20 ¹⁰⁻⁸⁻²⁴	Exceeds but
6.	Minority Business Enterprise. Award 5 points if the firm is a MBE or WBE. This score is used only in the event of a tie for the highest total ranking.	0-5	0	
*Minority Business Enterprise **Women Business Enterprise		Total Score:	90	
			Max of 100 pts	

SELECTION COMMITTEE MEMBER #3

Committee Member: _____

Date: _____

10-17-24



Commission Agenda Item

MEETING DATE: November 18, 2024

SUBJECT: Alachua Police Department Axon Lease Purchase

PREPARED BY: Donna Smith

RECOMMENDED ACTION:

1. Accept the quote from Axon Enterprises, Inc. for Body Cameras, In-car Cameras, and Tasers.
2. Authorize the City Manager to issue a Purchase Order in the amount of \$199,999.60 for FY 25 and \$200,000.00 for subsequent contract years.

Summary

The City Manager signed a Master Services and Purchasing Agreement with Axon on March 7, 2024. Under this lease purchase agreement, the Alachua Police Department is able to acquire Body Cameras, In-car Cameras, and Tasers. Axon Enterprises, Inc. is a GSA contracted vendor. The agreement is a five-year agreement that will ensure that our police officers have continued updated technology, will enhance evidence processing and alleviate the continually increasing expense and burden on our IT infrastructure.

On September 23, 2024, the City Commission adopted the FY 2024-2025 Budget authorizing \$210,615.00 in the APD budget intended for the lease purchase of Body Cameras, In-car Cameras, and Tasers.

Axon Enterprises, Inc. has quoted the lease purchase of Body Cameras, In-car cameras, and Tasers (including hardware, software and installation) at \$199,999.60 for FY 2024-2025. The remaining four years will be at a cost of \$200,000.00.

Staff recommends moving forward with Axon Enterprises, Inc. for the lease purchase of Body Cameras, In-car Cameras, and Tasers.

FINANCIAL IMPACT

\$199,999.60 (FY 25), \$800,000.00 (FY 26 - FY 29 @ \$200,000.00 / yr.)

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Quality of Life
Strengthen Community Service
Funding Source - General Fund

ATTACHMENTS

1. Axon Enterprises Agreement
2. AXON Quote



AXON

Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. Definitions.

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. Term. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. Payment. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. Shipping. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. Returns. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. Warranty.

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 20.1

Release Date: 2/13/2024

Page 1 of 42

**AXON****Master Services and Purchasing Agreement for Agency**

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.
- 7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately



Master Services and Purchasing Agreement for Agency

upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon



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Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General.**

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Agency Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

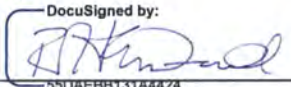
[Signatures to follow on the next page]

**AXON****Master Services and Purchasing Agreement for Agency**

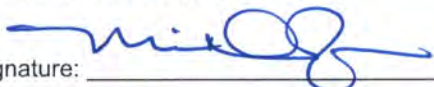
Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature:  DocuSigned by:
55DAEBB131A4424...Name: Robert E. Driscoll, Jr.Title: Deputy General CounselDate: 3/7/2024 | 10:57 AM MST**AGENCY:**

Alachua Police Department (FL)

Signature: Name: MIKE DAROZATitle: CITY MANAGERDate: 3/7/24



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Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- e. **"Provided Data"** means de-identified, de-personalized, data derived from Agency's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- f. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.



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6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Agency purchases the TASER Data Science Program, Agency grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Agency shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Agency an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Agency for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Agency seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Agency.



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13. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
- The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - use Axon Cloud Serves as a service bureau, or as part of an Agency infrastructure as a service;
 - use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
15. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
16. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
17. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.



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18. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
19. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, Agency Responsibilities and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)



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- Configure categories & custom roles based on Agency need - Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration - Work with Agency to decide the ideal location of Dock setup and set configurations on Dock - Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency - Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions - Assistance with device set up and configuration - Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration - Configure Axon Evidence categories & custom roles based on Agency need. - Troubleshoot IT issues with Axon Evidence. - Register users and assign roles in Axon Evidence. For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: - Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies - Discuss the importance of entering metadata and best practices for digital data management - Provide referrals to other agencies using TASER CEWs and Axon Evidence For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training - Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. For the CEW Full Service Package: Training for up to 3 individuals at Agency For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure agency settings based on Agency need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure agency settings based on Agency need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.



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13. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
16. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER Device Appendix

This TASER Device Appendix applies to Agency's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Agency will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Agency shall utilize vouchers to register for TASER courses at their discretion however Agency may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Agency cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Agency a TASER Device Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Agency's TASER Device plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Axon will invoice Agency the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.



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10.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

- 1.1. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 1.2. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. Cradlepoint. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. Third-party Installer. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

- 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

- 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. **With regard to Axon Body , Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.**
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.



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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. Agency Responsibilities. When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 8.4. Ensure all appropriate data backups are performed;
- 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
- 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.



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Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM Service options are listed below:

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks

Maintaining Agency's Axon Evidence account

Connecting Agency to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and devices for Agency leadership team(s)

Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows

Comparing Agency's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices

Proactively monitoring the health of Axon equipment

Creating and monitoring RMAs on-site

Providing Axon app support

Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

Coordinating bi-annual voice of customer meetings with Axon's Device Management team

Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:



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Account Maintenance

Conducting remote training on new features and **devices for Agency's leadership**
 Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**
 Conducting weekly conference calls to cover **current issues and program status**
 Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**
 Comparing an **Agency's Axon usage and trends to peers to establish best practices**
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of **Agency meetings with Device Management team**
 Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.



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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



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My90 Terms of Use Appendix

1. Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
 - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address.** Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified



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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the country Agency is based. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to



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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
 - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Agency Responsibilities.** Agency is responsible for:
 - 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.
21. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of



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any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Master Services and Purchasing Agreement for Agency

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.



Master Services and Purchasing Agreement for Agency

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Agency with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Agency-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Agency warrants that it is appropriate and permissible for Agency to receive the referenced Axon Event offer(s) based on Agency's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Agency shall have sole and absolute discretion to select the Agency employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Agency is intended for the use and benefit of Agency in furtherance of its goals, and not the personal use or benefit of any official or employee of Agency. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Agency's local jurisdiction requires Agency to report or disclose the fair market value of the benefits provided by Axon, Agency shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Agency's compliance with such reporting requirements.
4. **Assignability.** Agency may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Agency if Agency or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



City of Alachua

W. MICHAEL DAROZA
CITY MANAGER

G.B. WILSON, J.D.
COMPLIANCE & RISK MANAGEMENT DIRECTOR

Name: Jesse Sandusky, Police Chief
Department: APD

☒ Approved

☐ Returned

Axon Enterprise, Inc. Master Service and Purchasing Agreement for Agency.- . This document was reviewed and approved on 03/07/2024 by C&RM for City Manager signature.

COMMENT: None

G. Wilson
Compliance & Risk Management Director

March 7, 2024
Date



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-601238-45553.686RG

Issued: 09/18/2024

Quote Expiration: 10/01/2024

Estimated Contract Start Date: 01/01/2025

Account Number: 113444

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Alachua Police Dept. - FL 15000 NW 142ND TERRACE ALACHUA, FL 32615 USA	Alachua Police Dept. - FL 15000 NW 142ND TERRACE ALACHUA FL 32615 USA Email: jmoses@alachuapd.org

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson Phone: Email: rleinson@axon.com Fax:	Jason Moses Phone: 3529733035 Email: jmoses@apd.cityofalachua.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$999,999.60
ESTIMATED TOTAL W/ TAX	\$999,999.60

Discount Summary

Average Savings Per Year	\$43,455.48
TOTAL SAVINGS	\$217,277.40

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$199,999.60	\$0.00	\$199,999.60
Dec 2025	\$200,000.00	\$0.00	\$200,000.00
Dec 2026	\$200,000.00	\$0.00	\$200,000.00
Dec 2027	\$200,000.00	\$0.00	\$200,000.00
Dec 2028	\$200,000.00	\$0.00	\$200,000.00
Total	\$999,999.60	\$0.00	\$999,999.60

Quote Unbundled Price:	\$1,217,277.00
Quote List Price:	\$1,029,442.80
Quote Subtotal:	\$999,999.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	60	\$12.19	\$12.40	\$12.40	\$2,232.00	\$0.00	\$2,232.00
M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	34	60	\$419.02	\$352.06	\$349.98	\$713,959.20	\$0.00	\$713,959.20
IR2CB	Interview Room 2 Camera Essential	1	60	\$665.67	\$566.55	\$566.55	\$33,993.00	\$0.00	\$33,993.00
Fleet3A	Fleet 3 Advanced	14	60	\$308.53	\$254.57	\$254.57	\$213,838.80	\$0.00	\$213,838.80
A la Carte Hardware									
100859	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION BELT CLIP	6			\$41.75	\$0.00	\$0.00	\$0.00	\$0.00
50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1			\$1,137.03	\$0.00	\$0.00	\$0.00	\$0.00
50294	AXON INTERVIEW - SERVER - LITE	1			\$3,722.47	\$0.00	\$0.00	\$0.00	\$0.00
H00003	AB4 1-Bay Dock Bundle	5			\$229.00	\$111.00	\$555.00	\$0.00	\$555.00
H00002	AB4 Multi Bay Dock Bundle	4			\$1,638.90	\$1,638.90	\$6,555.60	\$0.00	\$6,555.60
H00001	AB4 Camera Bundle	34			\$849.00	\$849.00	\$28,866.00	\$0.00	\$28,866.00
A la Carte Services									
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$999,999.60	\$0.00	\$999,999.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	5	1	12/01/2024
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	5	1	12/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	34	1	12/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	12/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	38	1	12/01/2024
AB4 Camera Bundle	100859	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION BELT CLIP	4	1	12/01/2024
AB4 Camera Bundle	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	34	1	12/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	1	12/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	12/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	12/01/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100126	AXON VR - TACTICAL BAG	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	34	2	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	34	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	680	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	31	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	3	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	34	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100748	AXON VR - CONTROLLER - TASER 10	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101294	AXON VR - TABLET	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101300	AXON VR - TABLET CASE	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	34	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20378	AXON VR - HEADSET - HTC FOCUS 3	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	68	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	12/01/2024
Fleet 3 Advanced	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	14	1	12/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	14	1	12/01/2024
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	14	1	12/01/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	14	1	12/01/2024
Interview Room 2 Camera Essential	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	1	1	12/01/2024
Interview Room 2 Camera Essential	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	1	12/01/2024
Interview Room 2 Camera Essential	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	1	12/01/2024
Interview Room 2 Camera Essential	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	1	1	12/01/2024
Interview Room 2 Camera Essential	50298	AXON INTERVIEW - CAMERA - OVERT DOME	1	1	12/01/2024
Interview Room 2 Camera Essential	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	1	12/01/2024
Interview Room 2 Camera Essential	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	1	12/01/2024
Interview Room 2 Camera Essential	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	1	1	12/01/2024
A la Carte	100859	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION BELT CLIP	6	1	12/01/2024
A la Carte	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	1	12/01/2024
A la Carte	50294	AXON INTERVIEW - SERVER - LITE	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	12/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	12/01/2026
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	3	1	06/01/2027

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73309	AXON BODY - TAP REFRESH 1 - CAMERA	35	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	2	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	12/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	12/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	12/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	12/01/2028
Body Worn Camera Single-Bay Dock TAP Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	3	1	12/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73310	AXON BODY - TAP REFRESH 2 - CAMERA	35	1	12/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	2	1	12/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	12/01/2029
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	14	1	12/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	34	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100590	AXON MY90 - LICENSE	34	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101180	AXON TASER - DATA SCIENCE PROGRAM	34	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	1	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	34	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	34	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73618	AXON COMMUNITY REQUEST	34	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73638	AXON STANDARDS - LICENSE	34	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73680	AXON RESPOND PLUS - LICENSE	34	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	34	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	34	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73739	AXON PERFORMANCE - LICENSE	34	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	34	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	34	01/01/2025	12/31/2029
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	14	01/01/2025	12/31/2029
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	14	01/01/2025	12/31/2029
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	14	01/01/2025	12/31/2029
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	28	01/01/2025	12/31/2029
Interview Room 2 Camera Essential	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	01/01/2025	12/31/2029
Interview Room 2 Camera Essential	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	01/01/2025	12/31/2029
Interview Room 2 Camera Essential	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	01/01/2025	12/31/2029
Interview Room 2 Camera Essential	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	01/01/2025	12/31/2029
Interview Room 2 Camera Essential	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	01/01/2025	12/31/2029
Interview Room 2 Camera Essential	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	01/01/2025	12/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	34
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	3
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	34
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
Fleet 3 Advanced	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	14
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	14
Interview Room 2 Camera Essential	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	3	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	2	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100213	AXON VR - EXT WARRANTY - TABLET	2	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	34	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	34	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	34	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	1	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	12/01/2025	12/31/2029
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	14	12/01/2025	12/31/2029
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	14	12/01/2025	12/31/2029
Interview Room 2 Camera Essential	50448	AXON INTERVIEW - EXT WARRANTY	1	12/01/2025	12/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	15000 NW 142ND TERRACE	ALACHUA	FL	32615	USA
2	15000 NW 142ND TERRACE	ALACHUA	FL	32615	USA

Payment Details

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
HW + PSO	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
HW + PSO	100859	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION BELT CLIP	6	\$0.00	\$0.00	\$0.00
HW + PSO	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
HW + PSO	101267	AXON VR - PSO - FULL INSTALLATION	1	\$0.00	\$0.00	\$0.00
HW + PSO	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$0.00	\$0.00	\$0.00
HW + PSO	H00001	AB4 Camera Bundle	34	\$28,866.00	\$0.00	\$28,866.00
HW + PSO	H00002	AB4 Multi Bay Dock Bundle	4	\$6,555.60	\$0.00	\$6,555.60
HW + PSO	H00003	AB4 1-Bay Dock Bundle	5	\$555.00	\$0.00	\$555.00
Year 1	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	\$0.00	\$0.00	\$0.00
Year 1	50294	AXON INTERVIEW - SERVER - LITE	1	\$0.00	\$0.00	\$0.00
Year 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	\$379.76	\$0.00	\$379.76
Year 1	Fleet3A	Fleet 3 Advanced	14	\$36,383.46	\$0.00	\$36,383.46
Year 1	H00003	AB4 1-Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 1	IR2CB	Interview Room 2 Camera Essential	1	\$5,783.72	\$0.00	\$5,783.72
Year 1	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	34	\$121,476.06	\$0.00	\$121,476.06
Total				\$199,999.60	\$0.00	\$199,999.60

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	34	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	\$0.00	\$0.00	\$0.00
Year 2	50294	AXON INTERVIEW - SERVER - LITE	1	\$0.00	\$0.00	\$0.00
Year 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	\$463.06	\$0.00	\$463.06
Year 2	Fleet3A	Fleet 3 Advanced	14	\$44,363.84	\$0.00	\$44,363.84
Year 2	H00003	AB4 1-Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 2	IR2CB	Interview Room 2 Camera Essential	1	\$7,052.31	\$0.00	\$7,052.31
Year 2	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	34	\$148,120.79	\$0.00	\$148,120.79
Total				\$200,000.00	\$0.00	\$200,000.00

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	\$0.00	\$0.00	\$0.00
Year 3	50294	AXON INTERVIEW - SERVER - LITE	1	\$0.00	\$0.00	\$0.00
Year 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	\$463.06	\$0.00	\$463.06
Year 3	Fleet3A	Fleet 3 Advanced	14	\$44,363.84	\$0.00	\$44,363.84
Year 3	H00003	AB4 1-Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 3	IR2CB	Interview Room 2 Camera Essential	1	\$7,052.31	\$0.00	\$7,052.31
Year 3	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	34	\$148,120.79	\$0.00	\$148,120.79
Total				\$200,000.00	\$0.00	\$200,000.00

Dec 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	\$0.00	\$0.00	\$0.00
Year 4	50294	AXON INTERVIEW - SERVER - LITE	1	\$0.00	\$0.00	\$0.00
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	\$463.06	\$0.00	\$463.06
Year 4	Fleet3A	Fleet 3 Advanced	14	\$44,363.84	\$0.00	\$44,363.84
Year 4	H00003	AB4 1-Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 4	IR2CB	Interview Room 2 Camera Essential	1	\$7,052.31	\$0.00	\$7,052.31
Year 4	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	34	\$148,120.79	\$0.00	\$148,120.79
Total				\$200,000.00	\$0.00	\$200,000.00

Dec 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	\$0.00	\$0.00	\$0.00
Year 5	50294	AXON INTERVIEW - SERVER - LITE	1	\$0.00	\$0.00	\$0.00
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	\$463.06	\$0.00	\$463.06
Year 5	Fleet3A	Fleet 3 Advanced	14	\$44,363.84	\$0.00	\$44,363.84
Year 5	H00003	AB4 1-Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 5	IR2CB	Interview Room 2 Camera Essential	1	\$7,052.31	\$0.00	\$7,052.31
Year 5	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	34	\$148,120.79	\$0.00	\$148,120.79
Total				\$200,000.00	\$0.00	\$200,000.00