

**AGREEMENT TO CONSTRUCT
TRANSIT TRANSFER STATION AND PARK-AND-RIDE LOT**

THIS AGREEMENT for the construction of a transit transfer station and park-and-ride lot ("Agreement") is made and entered into on _____, _____, by and between the **City of Gainesville, a municipal corporation** ("City") and **S. Clark Butler Properties, Ltd., a Florida limited partnership by S. Clark Butler Properties Corporation, a Florida corporation, its General Partner** ("Developer").

WITNESSETH

WHEREAS, the Developer is the owner and developer of certain property that is part of what is commonly referred to as the "Butler Development," which is generally located between SW Archer Road and SW 24th Avenue and between SW 40th Boulevard and SW 34th Street; and

WHEREAS, the City approved Butler Development as a Planned Development (PD) in accordance with the City's Comprehensive Plan and Land Development Code by Planned Use District (PUD) Land Use Ordinance No. 090537 adopted on August 5, 2010, and PD Zoning Ordinance No. 090538 adopted on January 5, 2012; and

WHEREAS, Butler Development PUD Ordinance No. 090537 and PD Ordinance No. 090538 will be superseded and repealed by the City's adoption of Butler Development PUD Ordinance No. 121107 and PD Ordinance No. 121108, respectively, on November 21, 2013; and

WHEREAS, Butler Development is located within an area serviced by the City's Regional Transit System (RTS); and

WHEREAS, Butler Development includes up to 2,500,408 square feet of commercial development, 250,000 square feet of office development, and 500 hotel/motel rooms and 1,000 multi-family units, generating up to a maximum of 37,591 average daily trips; and

WHEREAS, Butler Development will draw consumers, employees and employers from Gainesville, Alachua County and a larger, regional area; and

WHEREAS, Butler Development is a transit oriented development that includes and promotes increased connectivity for vehicles, pedestrians and bicyclists, and increased transit opportunities, including a development plan and program that coincides with the RTS Transit Development Plan. The Developer's provision of a transit transfer station and a park-and-ride lot that will be owned and operated by RTS is one factor that makes the Butler Development PD unique and innovative as required by Sec. 30-211 of the City's Land Development Code; and

WHEREAS, this Agreement replaces and supersedes the Agreement to Construct Transit Transfer Station and Park-and-Ride Lot that was entered into by and between the City and the Developer on January 12, 2012.

NOW, THEREFORE, the Developer and the City agree as follows:

1. **Contract Managers and Notice.** The parties recognize the importance of a single point of contact for each party concerning the day-to-day administration and management of this Contract and the Project (as defined below). The following persons are appointed to serve as the Contract Manager, by their respective party.

For the Developer:

Deborah J. Butler
President
S. Clark Butler Properties Corp.
2306 SW 13th Street, Suite 1206
Gainesville, FL 32608
Phone: (352) 372-3581
Fax: (352) 335-4711
Email: dbutler@butlerenterprises.com
jerry@butlerenterprises.com

For the City:

Jesus Gomez
Transit Director
Regional Transit System
100 SE 10th Avenue
Gainesville, FL 32627
Phone: (352) 393-7852
Fax: (352) 334-2607
Email: Gomezjm@cityofgainesville.org

Notices or documents required to be given pursuant to this Agreement must be in writing and shall be delivered by hand, by certified return receipt mail, by fax or by email. Notice shall be deemed given when delivered to the recipient.

2. **The Project.** Developer agrees to, at its sole expense, design, permit and construct a transit transfer station ("Station") and a park-and-ride lot ("Lot") as more specifically described in this Agreement subject to the terms and conditions contained herein. The Station and Lot are collectively referred to herein as the "Project."

- a. **Project Site.** The Project shall be located and designed as described in Exhibit "A" attached hereto ("Property"). The land conveyed to the City

pursuant to this Agreement shall not contain stormwater management facilities that serve development other than the Project.

- b. Cost. The maximum amount the Developer shall be required to spend on the design and engineering (including the costs associated with processes and approvals required by this Agreement), permitting, closing costs (including the cost of the survey, title insurance, recording fees, and documentary stamps) and construction of the Project is \$1,250,000.00 ("Cost Cap.") The Cost Cap does not include the value of the land on which the Project is constructed. The City reserves the right at each review stage listed in d. below to request deletions or additions to the Project design and specifications. If the cost of such requests causes the cost of the Project to exceed the Cost Cap, the City shall have the option of paying the Developer for the excess amount. If the City does not choose to pay such excess, the City shall request deletions that bring the Project back within the Cost Cap.
- c. Time is of the Essence. The Developer shall apply for a building permit for the Project not later than 90 days after it applies for its first building permit within Subarea 1 or 2 of the Planned Development and shall diligently pursue construction of the Project simultaneously with the first development in Subarea 1 or 2. In accordance with PD Ordinance No. 121108, no certificate of occupancy will be issued for any development in Subarea 1 or Subarea 2 until the Project is constructed, inspected and approved by the City.
- d. Specifications, Design, Permitting and Construction. The Station and Lot shall be constructed in accordance with construction industry standards for their intended use. The minimum specifications for the Station and Lot are described in Exhibit "B" attached hereto. The Developer shall retain an Architect and/or Engineer to design the Station and Lot and prepare the construction documents and shall retain Contractor(s) to construct the Project. The amount the Developer spends on design and construction documents (including the costs associated with processes and approvals required by this Agreement and associated with permitting) shall not exceed 10% of the Cost Cap. The Developer shall submit to the City the below documents at the listed intervals. Each submittal to the City shall include a schedule of values for construction. These submittals are for the purpose of allowing the City input in the design and cost of the Project prior to permitting and are not part of the City's regulatory approval/permitting process.
- Preliminary development plan, including building elevations and floor plans
 - 60% construction documents
 - Final development plan and 100% construction documents

From the date of receipt of such documents, the City shall have until 5pm on the 14th calendar day (excluding City Holidays) to review and provide its response, which may include requests for revisions or approval of the documents. Revisions, if any, shall be incorporated into the next submittal. Failure of the City to provide a response shall be deemed an approval on the 15th calendar day.

Upon approval by the City of the final development plan and 100% construction documents, the City and Developer shall, within 14 calendar days, agree to a construction inspection schedule with points at which the City may inspect the Project. These inspections are for the purpose of allowing the City to verify construction is in accordance with this Agreement. Again, these inspections are not part of, or for purposes of, the City's regulatory approval or building inspection processes.

The Developer shall apply for and obtain all permits and governmental approvals necessary for the Project.

Within 14 calendar days after completion of construction, the City and Developer shall conduct a walk-through of the Project during which the City may prepare a punch list of items to be corrected/addressed by the Developer. Upon completion of all punch list items, if any, the City shall approve the Project.

- e. Close-out, Conveyance and Warranty. Within 30 calendar days of approval of the Project by the City as described in paragraph d. above, the Developer and City shall conduct a close-out meeting, at which the Developer will provide the City with Project keys, operation and maintenance manuals and all other necessary and customary documents and items prerequisite for the City's occupancy, use and maintenance of the Project. Within 30 calendar days of approval of the Project by the City pursuant to this Agreement, the Developer shall convey the Project and the associated land and shall assign all construction documents and schematics and assign all construction and construction material warranties, including a minimum warranty of one year from the Contractor(s), to the City. The construction warranty shall run from the date of approval of the Project by the City. At the time of conveyance and assignment the Property and the Project and the associated land shall be free and clear of any and all liens and encumbrances. An Owner's Policy of Title Insurance shall be provided by the Developer to the City. The Title Policy shall be issued by a Florida licensed title insurer, upon recording of the deed to the City, in the amount of the Project, including the Property, insuring City's marketable title to the associated land, determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. The Developer shall pay all costs associated with such conveyance and assignments, including

without limitation recording fees, documentary stamp tax and title insurance.

3. **Amendments.** The Contract Managers are hereby authorized to amend this Agreement, provided such amendment(s) are not inconsistent with PUD Ordinance No. 121107 and PD Ordinance No. 121108 and further subject to review and approval by the City Attorney, as to form and legality. All amendments must be in writing and signed by both Contract Managers.

4. **Expiration.** This Agreement shall expire upon the recording of conveyance of title to the City as provided herein. Alternatively, this Agreement shall expire when the PD approved by Ordinance No. 121108 expires and is null and void.

5. **Not a Development Order; No Contractual Zoning; No Contracting of Police Powers.** Developer agrees that this Agreement does not grant the Developer any right to develop the Property or the Planned Development. Nor shall this Agreement be construed as granting the extension of any time periods to develop the Property or the Planned Development. The parties recognize that the City is also the government entity that is vested with authority to grant or deny certain permit approvals. The parties agree that nothing contained in this Agreement shall be interpreted or construed as an approval, waiver or contract to approve or waive any development plan, development permit, rezoning, comprehensive plan amendment or any other governmental requirement that the City may have jurisdiction over in its regulatory capacity. Nothing contained in this Agreement shall be interpreted or construed as contracting away the exercise of the police powers of the City.

6. **Assignment.** This Agreement may be assigned by the Developer to another developer of property within the Planned Development. Written notice of the assignment, together with a copy of all assignment documents must be provided to the City within 7 calendar days of the assignment. Any such assignment shall not act as release of the Developer, who shall continue to be bound by this Agreement.

7. **Not a Taking.** Developer acknowledges and agrees that the Project obligations as set forth in Ordinance No. 121108 and in this Agreement meet the "rough proportionality" and "essential nexus" requirements established by the United States Supreme Court in the cases *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987) and *Dolan v. City of Tigard*, 512 U.S. 374 (1994). Developer also acknowledges and agrees that the obligations as set forth in Ordinance No. 121108 and in this Agreement meet the "dual rational nexus" requirements established by the Supreme Court of Florida in *St. Johns County v. Northeast Florida Builders Association, Inc.*, 583 So. 2d 635 (Fla. 1991). Developer further acknowledges and agrees that the obligations set forth in Ordinance No. 121108 and in this Agreement in no way inordinately burden an existing use of the property or any vested right to a specific use of the property, and do not establish any vested right for the Butler Development PD.

8. **Governing Law.** The Laws of the State of Florida shall govern this Contract, venue in Alachua County, Florida.

9. **Violation/Default.** A violation or default under this Agreement shall be deemed a violation of Ordinance No. 121108 with remedies as provided therein.

10. **Partial Invalidity.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall at any time or to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and all other terms, covenants, conditions and provisions of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. **Entire Agreement.** This is the entire agreement between the City and the Developer regarding the construction of a Transit Transfer Station and a Park-and-Ride lot. It replaces and supersedes the Agreement to Construct Transit Transfer Station and Park-and-Ride Lot that was entered into by and between the City and the Developer on January 12, 2012.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officials the day and year first above written.

WITNESSES:

CITY OF GAINESVILLE

Print name: _____

Russ Blackburn
City Manager

Print name: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by _____, as _____ of _____ for and on behalf of the _____. He/She personally appeared before me and is: (check one of the below)
_____ personally known to me, or
_____ produced the following type of identification:

Executed and sealed by me on _____, _____.

Notary Public
Print Name: _____
My Commission expires: __/__/__

WITNESSES:

**S. Clark Butler Properties Ltd., a
Florida limited partnership**

Print name: _____

By: S. Clark Butler Properties
Corp., a Florida corporation,
its General Partner

Print name: _____

Print name: _____

Title: _____

STATE OF _____
COUNTY OF _____

I, an officer duly authorized in the state and county named above to take acknowledgments,
certify that on this date before me, the foregoing instrument was acknowledged by

_____, as _____ of
_____ for and on behalf of the _____. He/She

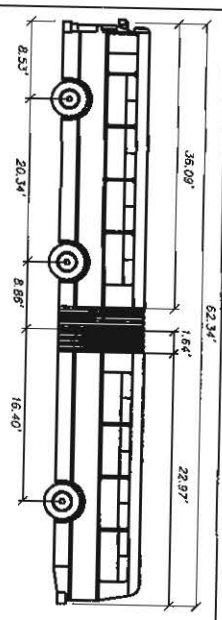
personally appeared before me and is: (check one of the below)

_____ personally known to me, or

_____ produced the following type of identification:

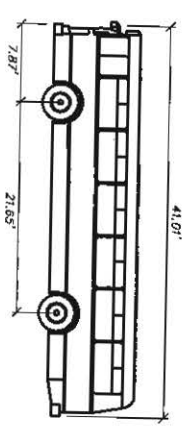
Executed and sealed by me on _____, _____.

Notary Public
Print Name: _____
My Commission expires: __/__/__



ARTICULATED BUS DIMENSIONS

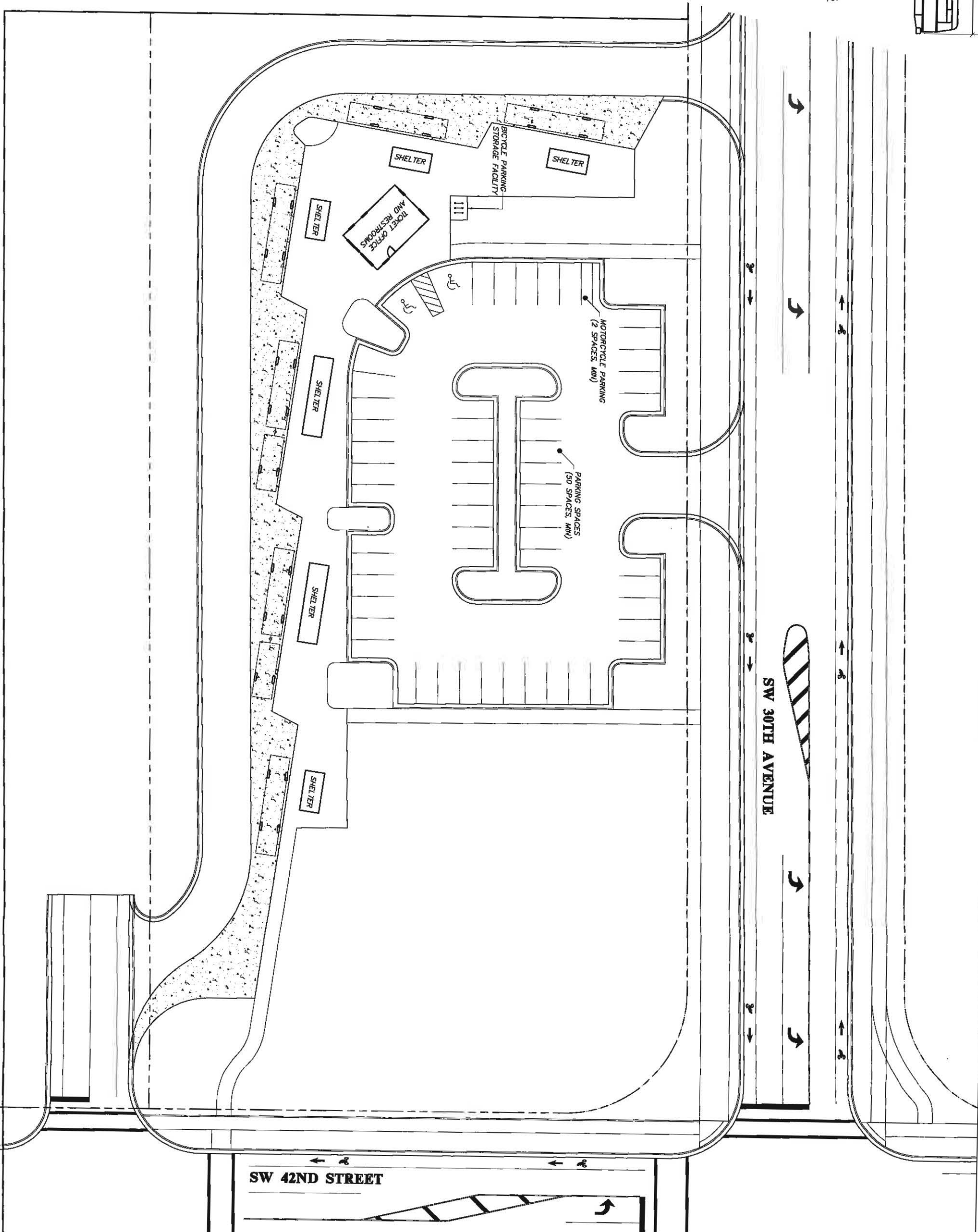
- WIDTH : 8.20'
- TRACK : 8.20'
- LOCK TO LOCK TIME : 6.0"
- STEERING ANGLE : 32.90°
- ARTICULATING ANGLE : 70°



TYPICAL BUS DIMENSIONS

- WIDTH : 8.20'
- TRACK : 8.20'
- LOCK TO LOCK TIME : 6.0"
- STEERING ANGLE : 32.90°

EXHIBIT "A"



1 OF 1

TECHNICAL: D. SANTA	CLIENT: BUTLER ENTERPRISES	SUBMITTALS:
DESIGNER: H. SIMON, EI	PROJECT: RTS TRANSIT TRANSFER STATION	REVISIONS:
QUALITY CONTROL: K. HEBERT, PE	SHEET TITLE: EXHIBIT A	
PROJECT NUMBER: 12-0296		

SCALE: 1"=20'
VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.



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CA-6076

EXHIBIT "B" - MINIMUM SPECIFICATIONS
TO AGREEMENT TO CONSTRUCT TRANSIT TRANSFER STATION
AND PARK-AND-RIDE LOT

GENERAL DESCRIPTION

The site for the RTS Transit Transfer Facility and Park-and-Ride Lot is located within the Butler Development PD at the southwest corner of the intersection of SW 42nd Street and SW 30th Avenue. The RTS transit transfer facility shall include a minimum of six (6) bus bays, a transfer facility with two public and two transit operator restrooms, and a transit information/ticketing office. The park and ride facility shall accommodate fifty (50) standard automobile parking spaces, 2 motorcycle spaces, and provide enough bicycle parking spaces for the entire project. The park and ride lot shall be located next to the transfer facility.

BUS BAY DIMENSIONS AND RELATED CLEARANCES

Bus Bays: provide a minimum of six (6) saw-toothed bus bays with a minimum of two (2) bays capable of accommodating 62-foot articulated buses and the other four (4) capable of accommodating 42-foot long buses. Bus bays should be a minimum depth of 11 ft. (12 ft. preferred).

Wheelchairs: Provide clear distance for wheelchairs to load and unload from buses.

Bicycles: Room for loading and unloading bicycles from front of bus.

Overhead clearance: the minimum clearance where buses operate should be 14 ft 6 in. The overhead at a ceiling or continuous structure should be 10 ft minimum (12 ft preferred).

SITE ACCESS AND CIRCULATION

All travel lane widths within the transfer center site shall be a minimum of 11 feet wide and curb radii shall easily accommodate standard and articulated transit buses. Travel lanes in the park and ride lot should be 11 feet but could be 10 feet wide if necessary.

Bus Bay Access: pedestrian access to the bus bays must be designed to minimize conflicts with vehicle movement and ensure passenger comfort and safety, using clearly delineated crosswalks. All property ingress and egress points will include clearly delineated pedestrian ladder crosswalks.

Bus bay platform heights shall be a minimum of 6 to 8 inches high to meet ADA guidelines.

Fencing and bollards will be used to control pedestrian movement near bus circulation areas.

An accessible loading zone must be provided at each bus bay location. The loading zone must comply with ADA Guidelines and include an access aisle at least 60 inches wide and 20 feet long adjacent and parallel to the vehicle pull-up space.

Platform edge conditions: must contain a detectable warning strip that complies with ADA Guidelines.

BUILDING AND CANOPY

The building and bus canopy shall be designed to keep waiting passengers protected from inclement weather and sun exposure. Canopy water runoff shall be directed away from passenger waiting areas. The building canopy shall have adequate length and width to cover passenger boarding and alighting activity at all six bus bays. The information and ticketing office will have sufficient overhang to keep passengers dry and out of direct sunlight while interacting with RTS staff.

Facility Location/Orientation: The transit facility information office should be highly visible to passengers and shall be oriented to establish a clear line of sight between all bus bays and information office.

RTS recommends constructing a covered walkway that connects the park and ride lot central sidewalk to the station building and the bus bay canopy.

MATERIALS AND FINISHES

Building Materials: RTS prefers the use of materials that are the same or similar to the Brick used at the RTS Downtown Station, but is open to the transfer center being architecturally consistent with City of Gainesville approved Butler Development PD Architectural Guidelines/Elevations.

Colors: RTS prefers colors similar to the RTS Downtown Station but is also open to colors that are consistent with surrounding Butler Development buildings.

Roof materials: steel roof deck is preferred and the roof design should include gutters or other features to divert runoff away from passenger waiting areas and information office.

Paving materials: bus transfer station site shall be concrete the same as the RTS Rosa Parks Downtown Station – concrete should cover all areas where buses sit or enter the transfer station area.

Park and ride lot may be asphalt paving in accordance with the City of Gainesville Public Works Engineering Design and Construction Manual.

The transit center requires the use of yellow striping and bollards around customer waiting areas to guide and direct pedestrians away from bus circulation.

Sidewalks shall be made of concrete and built to specifications per the City of Gainesville Public Works Engineering Design and Construction Manual.

Vandal resistant materials should be used throughout the project.

Material reflectance: use materials that reflect more light.

PASSENGER AMENITIES

1 information / ticketing office with (2) bathrooms for RTS Staff –LCD screen to be displayed inside office for bus tracking system to be viewed by waiting passengers.

Two (2) public restrooms with signs for Men's and Women's restrooms with universal symbols (use vandal resistant materials that are extremely durable, easy to clean and maintain).

Benches (specific style): all benches shall meet ADA requirements (including backs and armrests) and should be located near each bus bay and bus staging areas.

Bicycle parking: U-shaped racks with metal finish shall be located near the passenger platform and ticket office with at least one U-shaped rack per bus bay provided in this area.

Trash receptacles: should be placed close to seating areas and near information/ticketing area.

Leaning rails/guard rails: can be used to restrict access and provide waiting areas.

Bollards: use of chains between bollards may be used to discourage access in bus circulating areas.

A space near passenger waiting area should be provided to accommodate no more than two vending machines.

Provide space near transit information office and restrooms for RTS ticket vending machine to purchase RTS passes.

Legal size or larger panels mountable to bus bays to display individual bus route maps and schedules.

One large freestanding double-sided message display center kiosk to display an RTS System map and general transit information.

AUTOMOBILE PARKING

Provide 50 standard size parking spaces, two (2) motorcycle parking spaces, and bicycle parking according to City of Gainesville parking dimension standards. Landscaping, drainage, lighting and other requirements shall be in accordance with City's Land Development Code.

LIGHTING

Outdoor lighting shall meet the requirements in the City's Land Development Code.

Reflectance value: The lighting design should be coordinated with architectural design to assure appropriate selection of highly reflective floor, wall and ceiling materials.

Install controls to program lighting time periods.

Consideration for emergency lighting with power failure.

Site lighting may be provided by GRU as rental lighting.

ACOUSTICS, VIBRATION AND VENTILATION

Building materials that reduce noise and vibration should be used wherever possible in balance with low maintenance concerns.

The canopy and information office should be designed to provide good ventilation and should allow for rapid dispersal of bus exhaust.

STATION WAYFINDING

Signs and pavement markings shall be used at each bus bay - Bus Route Signage at each bus bay (canopy or post mounted with design to be approved by RTS).

To the extent possible, use universal symbols with text for items such as restrooms, no smoking, wheelchair accessible, information office, etc.

SAFETY AND SECURITY

At minimum, apply CPTED principles with respect to landscaping, lighting and building design.

All passenger waiting areas near stormwater retention ponds or areas with significant grade change may require railing, leaning rails and/or fencing.

Avoid creating vestibules or hidden areas that may result in trash accumulation or security concerns.

Consider emergency egress point.

Install blue emergency phone.

The final design shall include locations for area and perimeter security cameras, including the installation of electrical conduit for security cameras.

PAVEMENT MARKINGS

Pavement markings to direct from the parking lot to bay area.

Pavement markings to show stop positions of buses in conjunction with bollards.

Pavement markings should be used to indicate no pedestrian access at heaviest bus circulation areas or to improve wayfinding.

LANDSCAPING

In compliance with City's Land Development Code.

Plant low level drought tolerant vegetation and/or use heavy durable planters in areas without green space.

Preserve and/or provide canopy (over story) drought tolerant trees for shading.

MAINTENANCE

The facility design should support easy care and maintenance of transfer facility and park and ride lot through the use of durable vandal resistant materials.

Design should be sensitive to routine maintenance needs and minimize circulation conflicts (e.g. garbage trucks to site).

RTS SUPPORT STAFF FUNCTIONS

Striping to reserve parking space for RTS supervisor vehicles and relief vehicles is needed for bus operator shift changes. The parking area shall minimize conflict with transit center site circulation – parking should be inside the transfer center boundary.

OTHER DESIGN CONSIDERATIONS

Design should include covered areas for bicycles such as shelters or bike lockers.

Connectivity to Surrounding Land Uses: The site design and layout should provide connections to the surrounding land uses that will generate pedestrian, bicycle and automobile traffic destined for the transfer center.