

ENVIRONMENTAL CONSTRAINTS

As previously mentioned, the site is traversed by a portion of Rattlesnake Branch, a regulated creek. The creek also has associated "wetland" areas. The wetland and creek areas will be buffered as a contiguous portion of the regulated creek in a "Creek Setback Area" as denoted on the PD Layout Plan. Except for maintenance activities provided in the PD ordinance, no development shall be allowed within or over the areas delineated as setbacks north and south of the creek. The development may erect fencing or screening south of the Creek Setback Area to prevent intrusion into the area north of the development. Refer to the Stormwater Management Plan section below.

The regulated creek south setback has been established in accordance with the City of Gainesville Land Development Code (LDC), and is based upon a site determination with appropriate City staff. The regulated creek setback on the south side of the creek exceeds the 35' top-of-bank minimum setback in most cases due to the specific topography of the site. The regulated creek setback on the north side of the creek is 50' from the top of bank.

The wetland areas on the project site were originally field delineated by Dr. David Hall. The wetland delineation was more recently evaluated by Jones Edmunds & Associates, Inc. The wetland areas were field surveyed and mapped on the PD plans. A wetland setback is provided adjacent to the wetlands. The wetland setback exceeds an average dimension of 50' and is no less than 35' at any point along the wetland limits. Therefore, the City of Gainesville LDC criteria is satisfied.

The regulated creek setback together with the wetland/wetland setback constitutes the "Creek Setback Area." The Creek Setback Area is approximately 2.2 acres of the 7.57 acre project site. Development will preserve and enhance the Creek Setback Areas. A temporary barricade shall be constructed along the southern creek setback areas and shall remain in place until construction outside the protected areas is complete. The temporary barricade will use best available practices to maintain the integrity of the "Creek Setback Area." No development will occur north of the south creek setback line, except as may be required for utility infrastructure installation.

The site soils are characterized by three strata of general soil types. The first layer consists of 2 to 13 feet of very loose to medium dense gray brown fine sand with silt to silty fine sand. The second layer consists of stiff to very stiff green gray, gray and orange brown sandy clay and fat clay. The third layer consists of very loose to medium dense light green gray, gray and light brown phosphatic silty clayey and clayey fine sands.

The on-site groundwater table will fluctuate seasonally depending upon local rainfall. However, the seasonal ground water table will generally lie just above the second soil strata. The stiff clay nature of the second soil strata limits vertical groundwater movement. Therefore, shallow groundwater movement is more lateral from south to north and north to south towards Rattlesnake Branch. It is important that development not preclude the natural groundwater movement and resulting hydrologic water supply of Rattlesnake Branch.

STORMWATER MANAGEMENT PLAN

The project site lies within the watershed of Rattlesnake Branch and is a tributary to Hogtown Creek. Currently, runoff from the project site, and from offsite sources via public stormwater conveyance systems, is directly discharged into the portion of Rattlesnake Branch located within the project limits. The on-site portion of Rattlesnake Branch has experienced erosion and has been impacted by exotic plant growth, trash disposal, debris pile/sediment disposal, and pedestrian foot traffic activities. There are no currently existing on-site stormwater management facilities (SMF). The proposed development will respect the sensitive nature of Rattlesnake Branch by providing development setbacks and implementing mitigation for past adverse impacts. Such mitigating activities will include removal of trash, debris, and stock piles. The development and implementation of an exotic plant removal program and control of foot traffic will also be implemented to improve the natural qualities of areas within the Creek Setback and wetland areas.

The project development may include on-site stormwater management facilities to provide water quality treatment and rate/volume attenuation for the 100-year design storm event. SMFs may include: a storage facility beneath the on-site parking garage, exfiltration systems, sediment/trash collection structures, grassed swales, and potentially shallow surface basins. All facilities will be privately owned and maintained and all facilities will employ best management practices. Water quality treatment will meet or exceed the City of Gainesville LDC and Saint Johns River Water Management District criteria. Water quantity treatment will reduce post-developed rates of discharge to pre-development rates and volume of discharge for the 100-year design storm event, as required to meet facilities located within the Hogtown Creek watershed. A Stormwater Pollution Prevention Plan (SWPPP) will be prepared to address erosion control and water quality maintenance provisions during the course of construction consistent with Florida Department of Environmental Protection NPDES program.

PROPOSED PD DESIGN GUIDELINES- INFRASTRUCTURE DESIGN STANDARDS

Urban development within a downtown environment requires the use of public streets for vehicle circulation, including service vehicles. All on-site improvements, with the exception of some utilities, will be privately owned and maintained and are not dedicated to the public. The appropriate easements will be established for utilities. New infrastructure improvements may include utility extensions, improvements, relocations, and retention of existing utility facilities. Utility space allocations will comply with GRU Standards for underground burial.

Treatment of streetscape, street and sidewalk design and building orientation shall be consistent with the intent of the Traditional City and Special Area Plan.

The project site is located within TCEA Zone 'A', as shown in the accompanying illustration. Therefore, the PD will meet all relevant Policy 1.1.4 standards of the Concurrency Management Element. As part of satisfying TCEA Zone 'A' standards, construction will include internal sidewalk connections to adjacent public sidewalks and a transit bus stop will be constructed on the west side of NW 13th Street, directly across from the PD. The bus stop improvement will be free-standing. The submittal of a site plan application will require the submittal of an application for a Certificate of Final Concurrency.

Access to the on-site parking garage will be from both NW 7th Avenue and NW 13th Street. However, there will be no direct vehicular connection from NW 7th Avenue to NW 13th Street which would allow cut-through traffic. Access to the garage from NW 13th Street will be in the form a right-turn in and right-turn out configuration. Access from NW 7th Avenue will be multi-directional and a stop sign will be placed at any exits onto NW 7th Avenue.

Buildings along Northwest 13th Street and Northwest 7th Avenue, should present an architectural style, which reflects a multiple-unit façade, each with a separate identity. Entrances at ground level should be oriented towards the street with stairs, porches or a compatible entrance feature directly related to the adjacent sidewalk.

On-site driveways, parking facilities, general vehicle use areas and pedestrian facilities will be designed to comply with the standards defined in the City of Gainesville's Land Development Code. The horizontal separation of driveways and the requirement to align driveways and street intersections may vary from the standard minimum separation requirements and alignment requirements. The entering return radius will be designed to add maximum benefit to vehicle turning movements. The height clearance for the internal driveway will comply with the applicable design vehicle requirements. Vehicle loading and service facilities will be designed to provide adequate maneuvering areas internal to the site, rather than using public streets and rights-of-ways. Coordination with City of Gainesville's Solid Waste Division will ensure appropriate placement of the solid waste collection facility.

VEHICULAR CORRIDOR DESIGN STANDARDS

Corridor and drive design standards, as described below, will be the only vehicle access provided:

- 1) Private Drive:
The private entrance drives shall be 24 feet of pavement allowing two-way vehicular traffic access. The two access points to the garage are unique. Therefore, cut-through traffic is not possible between NW 7th Avenue and NW 13th Street.
- 2) Restricted Ingress/Egress Drive:
The restricted ingress/egress drive shall provide 16 feet of stabilized surface allowing vehicular access to NW 12th Street. The restricted ingress/egress drive is subject to development plan review. As per Code, 20 feet of unobstructed emergency vehicle access will be established. This access point will also be used for solid waste collection access. Access will be controlled using an Opticom or similar access control mechanism.

SIDEWALKS

Consistent with the Goals of the City of Gainesville's Traditional City overlay, the development will have both internal and external sidewalks. Existing sidewalks on NW 8th Avenue and NW 13th Street will be retained and enhanced with additional streetscaping.

LANDSCAPING

All plant material will be Florida #1 grade or better as outlined by Grades and Standards for Nursery Plants, Division of Plant Industry, Florida Department of Agriculture and Consumer Services. The street yard buffer area shall be calculated from the back of curb to the face of the structures. Landscape improvements within the street yard buffer shall contain appropriate materials as defined in the City of Gainesville Land Development Codes. The basins, if any, will be planted at a minimum of 25% and shall include the equivalent of at least one shade tree per 35 linear feet of basin perimeter and other species conducive to growth in or around wet detention systems. Rattlesnake Branch areas will remain undisturbed, but may include the removal of non-native and invasive species by hand or small machinery. Augmentation of the wetlands with additional native or wetland species shall occur with approval of the St. John's River Water Management District.

SIGNAGE PLAN

The project shall conform to the sign regulations stipulated in Division 1, Article IX of the City of Gainesville's Land Development Code for the construction of all site signs.

MECHANICAL EQUIPMENT

The City of Gainesville's, Traditional City Special Area Plan Goals state:

"All mechanical equipment must be placed on the roof, in the rear, or side of the building, or otherwise visually screened from the street. In no case shall mechanical equipment be allowed along street frontage(s). Mechanical equipment on the roof shall be screened from abutting streets with parapets or other types of visual screening."

Therefore, all mechanical equipment will be visually screened from the street.

COMPOSITE EXHIBITS "C & D"

(Due to bulk and size, Composite Exhibits "C&D" are not attached, but are on file in the Office of the Clerk of the Commission.)

TRANSIT PROPORTIONATE FAIR-SHARE AGREEMENT

This Agreement between the City of Gainesville ("the City") and _____ ("the Developer") is entered into this ____ day of _____, 20__ for the purposes of addressing the impacts of the development on the city's transportation network system by providing additional Mass Transit Services along the N.W. 13th Street corridor, which is serviced by the RTS Mass Transit system.

WHEREAS, _____, is the Developer of property located at _____ for a mixed-use Multi-family Residential development, (Petition 30PDA-06PB) commonly known as "University House", and

WHEREAS, the property is located within an area serviced by the RTS Mass Transit system.
; and

WHEREAS, according to information provided by the Developer, the proposed University House development will result in a maximum of 585 new bedrooms, generating a total of 1,977 trips per day; and

WHEREAS, the City has determined and Developer agrees, that based on the number of new dwelling units, the number of bedrooms proposed and the trip generation of the development, the Developer agrees to make a payment towards improving the service along the affected bus route to address a portion of the impact caused by University House.

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

1. Developer agrees to make the payment specified in Section 2 below, prior to receiving a final development order from the City for University House. For purposes of this agreement, final development order means the final approval of the development plan.

a. Developer agrees to make a payment of \$74,509.48 to the City to address a portion of the impact of University House on the city's Transportation Network System by improving the Mass Transit service along the affected bus route. The amount of payment is derived based on the attached Exhibit "A". Developer acknowledges that the payment of \$74,509.48 amounts to developer's total payment obligation which is a portion of the total expenditure required by the City to achieve full improvement of the Mass Transit service along the affected bus route. The city is not obligated to provide the fully improved service at the time University House receives a certificate of occupancy. Improvement in the level of service is expected to be provided within a reasonable period after issuance of the certificate of occupancy, and subject to the adoption of the annual budget of the City and annual appropriation of funds. Nothing in this agreement requires the City to levy ad valorem taxes to comply with the terms of this Agreement.

EXHIBIT "E"

- b. In the event the City determines the final development plan cannot receive a final development order due to circumstances beyond the control of the City, Developer shall receive a refund of all payments made pursuant to this Agreement, and this Agreement shall be null and void and of no further effect.
- c. Developer agrees that except for refunds as provided in subparagraphs b., e. and f. of this agreement, any interest earned on funds on deposit with the City for the purposes of meeting Mass Transit service requirements shall be considered the property of the City from the time of deposit with the City and shall be used toward improving Mass Transit service along the affected bus route.
- d. The City agrees that any funds received by the City as a result of this agreement will not be expended until a final development order has been obtained from the City's Department of Community Development.
- e. The City agrees to refund all payments made pursuant to this Agreement if the Developer, prior to receiving a final development order, submits a letter to the Community Development Department of the City declaring University House abandoned or the project null and void. That letter shall cause this Agreement to be null and void, and this Agreement shall have no further effect. This also shall have the effect of nullifying all approvals issued by the City of the development plan; and any development or project on the property will then be subject to the development approval process requirements and the code requirements then in effect.
- f. Developer acknowledges that the City may expend the funds given by Developer prior to the Developer commencing construction of the project but after a final development order has been obtained. If the Developer abandons the project or the development order expires prior to development activity (as defined §30-23 of the City's Land Development Code) occurring at the site, the City will refund the payment made pursuant to this Agreement provided the money has not been spent or is not otherwise encumbered by a contract or purchase order such that the City is legally obligated to third parties. If the money has been spent or is encumbered, the City will give a credit towards meeting Mass Transit Services improvement needs for a substitute project on the same property provided the substitute project is approved within two years of the date the Developer abandoned the original project, or the date the University House final development plan expired, whichever event occurs sooner. If the substitute project requires a change in the University House Planned Development, Petition 30PDA-06PB, the Developer of the substitute project must meet any required Mass Transit Services improvement needs, above those for which the credit has already been given. If the Developer abandons University House, in order to receive the credit, the Developer must submit an affidavit to the Community Development Department of the City declaring that the Developer is still the owner of the property, and that the development or project is abandoned and the Developer is giving up all rights granted by the University House final development order to develop on that property. Once development activity has occurred on the site, no refund or credit will be given if the project is later abandoned.

3. Developer agrees that this Agreement does not grant the Developer any right to develop the property except as expressly authorized by the final development order issued by the City. Nor shall this Agreement be construed as granting the extension of any time periods to develop the property, except as expressly provided by the City's Land Development Code.

4. Developer agrees that if the property or the right to develop the property under the final development order for this project is transferred or conveyed to a third party, the City must accept the Developer's assignment of this Agreement to its successor or assigned third party, which Developer will submit to the City in writing, and the Developer's successor or assigned third party must comply with all terms and conditions of the final development order and of this Agreement.

5. Developer agrees that the payment and/or other standards required under this Agreement are intended to mitigate the impact of the development on the transportation system, as provided in Ordinance No. 060233. Developer acknowledges that the payment and/or other standards meet the "rough proportionality" and "essential nexus" requirements established by the United States Supreme Court in the cases *Nollan v. California Coastal Commission* and *Dolan v. City of Tigard*. Developer further acknowledges and agrees that the payment of money or meeting other required standards in no way inordinately burdens an existing use of the property or any vested right to a specific use of the property, and does not establish any vested right for phases or projects other than those included in the University House final development order.

DEVELOPER HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS IT, AND/OR HAS RECEIVED THE ADVICE OF AN ATTORNEY REGARDING THE LEGAL CONSEQUENCES OF ENTERING INTO THIS AGREEMENT BEFORE SIGNING, AND DOES SO FREELY AND VOLUNTARILY AND FOR THE PURPOSE SET FORTH HEREIN.

FOR DEVELOPER

FOR CITY OF GAINESVILLE

Name: _____

Thomas D. Saunders

Title: _____

Director of Community Development

Date: _____

Date: _____

(witness)

(witness)

(witness)

(witness)

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, _____ (insert title) of _____, a _____ (insert legal entity), on behalf of the _____ (insert legal entity). He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, _____ (insert title) of _____, a _____ (insert legal entity), on behalf of the _____ (insert legal entity). He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Transit Proportionate Fair-Share Calculation

University House - SW 13th Street

Proposed Use	Res-High	
Number of Residential Units		225
Number of bedrooms		
Total Trips		1977
PM Peak Trips		129
Total Peak Hour Vehicle Trips		129
Transit Assessment Area Cost	\$	967.56
Conversion Factor: Person Trips to Vehicle Trips		1.09
Transit Proportionate Fair-Share Assessment	\$	114,509.48
Final Assessment (minus second bus shelter assessment)*	\$	74,509.48

Bus Cost
Each 40 foot bus costs ~\$330,000
A percentage of the bus cost is charged to the context area based on the percentage that the route provides service to the context area.
If 50% of the route is in the Context Area, then \$165,000 per bus is charged to the Context Area
Trip Costs
Calculated using the same method as bus cost

Before Enhancement	Peak Trips	Route	Percent of Route in Impact Area	New Peak Trips	Operating Cost/3 Years	# Buses	3 Yrs O+C Costs
Route 8	4	Route 8	5.0%	1.3	\$ 52,235.76	1	\$ 68,570.76
Route 10	2	Route 10	6.1%	1.3	\$ 34,817.00	1	\$ 54,947.00
Existing Bus Shelters		Shelters	1 Additional Bus Shelter X \$40,000 each				\$ 40,000.00
Number of Trips Available in Peak Hour	6.0			2.6	\$ 87,052.76		\$ 162,517.76

Bus Shelter Determination = 2 per development
 Developer had previously agreed to provide 1 bus shelter. RTS determined that the project needs to provide an additional bus shelter to serve southbound passengers.

Cost per Peak Bus Trip	\$ 62,891.45
Cost per Peak Passenger per Trip	\$ 967.56

Operating Cost per Hour	\$	68.47	
Route	Hours/Yr	Total Hours (3 Years)	Total Operating Cost
Route 8	254.3	762.90	\$ 52,235.76
Route 10	169.5	508.50	\$ 34,817.00
Route 44	254.3	762.90	\$ 52,235.76

Note: *Bus shelter on west side of NW 13th Street will be provided in addition to this service enhancement fee calculation.