



City of Gainesville

Department of Sustainable
Development

TO: City Plan Board
FROM: Department of Sustainable Development

DATE: October 26th 2023

SUBJECT: Proposed Amendments to the Comprehensive Plan and Land Development Code – Introducing Inclusionary Zoning and Offset Density Bonus, and Eliminating the Density Bonus Manual.

Applicant: City of Gainesville

Discussion

The City of Gainesville, like many urban areas across the nation, faces a complex challenge in providing housing. As outlined in the Exclusionary Zoning and Inclusionary Housing Study conducted by HR&A, the city grapples with three pivotal issues: disparities in housing access and quality, burdensome housing costs, and systemic racial segregation.

Available housing in Gainesville is dominated by rental units. This trend is underlined by HR&A's analysis of the American Community Survey from 2019, which shows that 61% of households in the city opt for rental units. Moreover, the student demographic, which makes up 36% of the city's overall population, is particularly influential in the local housing market. Half of residents in housing units constructed post-2000 are student renters. Newer rental housing developments primarily focus on student renters, leaving non-student residents with less housing options.

Housing affordability is another pressing concern for Gainesville's residents. The Zillow Rent Affordability Calculator puts the city's median rent at \$1,590 per month. To comfortably afford this, a household would need an annual income of roughly \$63,600, assuming 40% of the gross income is allocated for rent. This presents a significant challenge in light of the median household income of Gainesville of \$40,937.

Further complicating matters is the city's rate of growth. Housing construction has not kept pace with population growth. Data from the Bureau of Economic and Business Research show a 4.5% growth in population over the past five years. Projections suggest that by 2025, the city will gain an additional 6,542 residents. However, from 2010 to 2020 only 6,036 housing units were introduced to the market. This disparity in growth rates



City of Gainesville

Department of Sustainable
Development

persists, with 2020 to 2021 data from DATA USA showing a 3.84% population increase, with a relatively stagnant growth in housing units.

Given the array of challenges presented, the City Commission has directed staff to research and propose Inclusionary Zoning regulations. Staff is proposing to integrate these regulations into the Comprehensive Plan and the Land Development Code to foster housing options in Gainesville that are both equitable and accessible.

Defining Inclusionary Zoning

Inclusionary Zoning refers to land use policy that mandates or encourages new development to include a certain percentage of housing units as “affordable” units, typically defined by a percentage of Area Median Income (AMI). Over 1,000 jurisdictions across 30 states have some form of Inclusionary Zoning as a policy.

Inclusionary zoning policies exhibit distinctive features. Primarily, these policies can either be mandatory, requiring developers to integrate affordable housing units, or they can be voluntary, where developers are incentivized but not mandated, to provide affordable units. In Gainesville, current policy is largely voluntary. Developers are offered bonuses, specifically in building height and density, contingent upon their provision of affordable housing, as detailed in Sec. 30-4.9 and the Density Bonus Manual (refer to Appendix). However, these incentives are not often utilized and have not had a significant impact on providing affordable housing.

A key feature of inclusionary zoning policies is the “set-aside” percentage. A set-aside percentage refers to the percentage of affordable units a developer must provide in a new development. This can vary widely, from 10% to 30% or more, depending on the jurisdiction and specific policy. In addition to set-aside provisions, “depth of affordability” refers to the percentage of Area Median Income that jurisdictions use to define *how* affordable new housing units are. AMI percentages—like units priced for those earning 50% versus 80% of the AMI—are used to “lock in” pricing points relative to local household incomes. Depth of affordability is critical as a percentage that is too high could result in units priced below the market rate, but that still remain inaccessible for many in the lower-income bracket. However, a percentage that is too low could depress new housing development projects by reducing feasibility or profitability for developers.



City of Gainesville

Department of Sustainable
Development

Offsets and Incentives

Density Bonuses are also an essential aspect of housing policies. On their own, they offer developers an incentive to provide affordable units by permitting them to construct a greater number of units than typical maximums allowed by zoning. In Florida, when an Inclusionary Zoning policy is mandatory and requires the inclusion of affordable housing, State Statute dictates that municipalities must offer incentives that compensate for the developer's costs for providing required units. Introduced under HB 7103 in the 2019 Legislative Session, this stipulation is frequently addressed by cities by providing Density Bonuses. In some jurisdictions these bonuses are complemented with other incentives such as, fee reductions, reduced lot setbacks, and property upzoning.

Fee-in-Lieu Option

Inclusionary Zoning policies may also incorporate in-lieu fees, allowing developers to opt providing a fee in place of on-site affordable housing units. The method for calculating the fee can vary, whether calculated per unit or based on square footage. Municipalities are then able to channel these funds to bolster affordable housing initiatives in other ways, be it in the form of constructing new housing, preserving current affordable homes, or assisting households with down payments or rents.

In-lieu fees enhance the adaptability of IZ policies, especially when on-site affordable housing construction faces site-specific obstacles or misaligns with a project's vision. For developers, these fees offer a choice, enabling them to either provide on-site affordable housing or to pay the fee, depending on which approach suits their financial strategy or project constraints best. Additionally, in-lieu fees ensure a consistent financial source for local authorities, empowering them to align their affordable housing strategies with broader community aspirations or address pressing housing concerns.

However, these fees aren't without challenges. Over-reliance can lead to the clustering of affordable housing in specific regions, undermining the goal of fostering mixed-income communities. The fee's effectiveness hinges on its calibration—if too low, it might not offset the absence of affordable units, but if too high, it might stifle development. Moreover, while on-site affordable units offer immediate benefits, the dividends from in-



City of Gainesville

Department of Sustainable
Development

lieu fees, such as launching a new affordable housing initiative, might manifest over a more extended period.

Successful Inclusion of Units

Inclusionary zoning policies usually include several features that directly address how affordable units are integrated with market-rate units. For example, most policies address the length of time affordable units are maintained which can range from a few years to 'in perpetuity'. In addition, some policies focus on a seamless integration of affordable units within market-rate developments to increase economic diversity. Such economic integration can diminish income-based segregation, which often overlaps with racial or ethnic divides, encourage interactions between diverse socioeconomic groups, cultivate mutual understanding, and diminish prejudices.

Such policies also often point to studies that show that children from low-income backgrounds tend to excel academically in mixed-income areas. Such environments expose them to broader networks, enriching extracurricular, and valuable mentorship opportunities. Beyond educational benefits, economic integration catalyzes local economic momentum by enticing a diverse workforce, bolstering local businesses, and driving community progression. Strategically located affordable housing near employment hubs can curtail transportation costs for financially constrained households. Additionally, mixed-income communities usually offer superior healthcare access, recreational spaces, and healthier food choices, all contributing to enhanced public health. Housing affordability in such diverse settings ensures stability for indispensable professionals like educators, healthcare workers, and public servants. This proximity to workplaces translates to timely arrivals, minimized traffic bottlenecks, and a reduced carbon footprint—championing smart urban growth principles like walkability and minimized urban sprawl.

Arguments against the integration of affordable units with market-rate typically center on the idea that mixed-income properties devalue adjacent real estate. However, this argument is not supported by current research with studies showing that mixed-income properties do not depress surrounding values and may even elevate them.

Development Scale



City of Gainesville

Department of Sustainable Development

Inclusionary Zoning policies also often address the scale of proposed development. The size or magnitude of a project, and how IZ policies apply to it, is a crucial factor in IZ policies and can impact the overall success. Many IZ policies set a minimum development size or "threshold" at which the requirements take effect. For example, an IZ policy might only apply to residential developments of 10 units or more. This is to ensure that smaller developments, which might have less flexibility in the financial feasibility of a project, are not unduly burdened. Deciding on this threshold is critical, as setting it too low could discourage small-scale development, while setting it too high could mean missing out on potential affordable housing units. One option is to apply a "Graduating Scale" in which municipalities have tiered requirements based on the scale of development. For example, a development with 10-20 units might be required to have 10% of units affordable, while a development with 100+ units might be required to have 20% affordable. This graduated approach recognizes that larger developments might have economies of scale that make it more feasible to provide a higher proportion of affordable units.

Alternatively, some IZ policies may offer more flexible compliance options that vary based on development scale. For example, smaller projects might be given the option to pay a fee-in-lieu of providing on-site affordable units, recognizing that integrating a small number of affordable units might be challenging. Larger projects, on the other hand, might be encouraged or required to provide on-site units to promote mixed-income communities.

Advantages and Disadvantages of Inclusionary Zoning

Of course, the primary advantage of Inclusionary Zoning policies is the intentional increase to the affordable housing supply. In urban locales grappling with soaring housing costs, IZ serves as a viable mechanism to maintain a consistent stream of affordable residences. The policy allows for these units to either be incorporated directly within new developments or, through developmental fees, be situated off-site in strategic areas of a municipality.

Beyond the tangible increase in housing, IZ policies can have profound socio-economic implications. They can foster a more cohesive, economically integrated society and such economic integration not only enhances community diversity but also brings a host of benefits to the municipality.



City of Gainesville

Department of Sustainable Development

Financially, municipalities are finding IZ policies cost-effective. Often, the associated direct costs are borne by developers, meaning public funds remain unburdened since these policies don't tap into public funds directly for the creation of affordable units. Moreover, IZ introduces a layer of flexibility to housing strategies, evident in options like in-lieu fees and provisions for off-site construction.

However, the IZ landscape isn't without its challenges. Critics highlight potential deterrents for developers, especially when the financial implications become too onerous. Another point of contention is the policy's focus on new developments, seemingly overlooking the affordability concerns of existing housing stock. This perceived myopia can limit the policy's overall efficacy. Additionally, there is ongoing debate surrounding the potential for IZ to inadvertently inflate market-rate prices as developers might attempt to offset costs tied to affordable housing provisions.

Given the multifaceted advantages of adopting IZ policies for Gainesville, underscored by recommendations from the HR&A report and its alignment with the vision articulated in the City's Comprehensive Plan, Staff is proposing the changes to the Comprehensive Plan and Land Development Code included in this report.



City of Gainesville

Department of Sustainable
Development

Staff Proposal

1. Comprehensive Plan Amendment

At the core of the current proposal is an amendment to the Comprehensive Plan. To provide some context, a Comprehensive Plan functions as a visionary blueprint, shaping the trajectory of long-term growth and development within a municipality. By encompassing vast geographical zones, it provides guidance on pivotal areas, ranging from land use and transportation to housing and community infrastructure.

In the specific case of Gainesville, the Comprehensive Plan operates as the cornerstone for the city's overarching vision, guiding and determining the nature of all future developments. It is not merely a suggestive document; it establishes a definitive framework that all developmental endeavors within the city must align with.

Gainesville's Comprehensive Plan places an emphasis on affordable housing, which dovetails with the principles underlying the Inclusionary Zoning proposal. However, to fully harness the potential of Inclusionary Zoning, especially regarding the density bonuses, certain modifications to the plan are necessary.

By adding language allowing the provision of density bonuses associated with affordable housing and the Inclusionary Zoning proposal, the Comprehensive Plan will allow the implementing language in the Land Development Code to offer density bonuses as offset provisions. This will ensure cohesive, sustainable growth, and provisions for affordable housing. This is consistent with policies and goals found in the following Goals, Objectives and Policies of the Comprehensive Plan:

Future Land Use Element

Goal 1 "Improve the quality of life and achieve a superior, sustainable development pattern in the city by creating and maintaining **choices in housing**, offices, retail, and workplaces, and ensuring that a percentage of land uses are mixed, and within walking distance of important destinations.

Policy 1.1.3 "Neighborhoods should contain a diversity of housing types to enable citizens from a **wide range of economic levels** and age groups to live within its boundaries."



City of Gainesville

Department of Sustainable
Development

Housing Element

Overall goal: encourage a sufficient supply of adequate, decent, safe, sanitary, healthy and **affordable rental** and owner-occupied **housing for all income groups**.

Goal 1 assist the private and non-profit housing sector in providing **housing for low-income**, very low-income, and extremely low income households.

Policy 1.1.4 The City shall review and evaluate zoning and **other regulations that pertain to housing** to insure that requirements continue to be reasonable and **do not unduly limit opportunities for lower income groups to secure housing in desirable locations**.

Objective 1.2 Provide a variety of housing types and densities **for moderate-income, low-income**, very low-income, and extremely low-income people.

Policy 1.2.5 **The City shall support the dispersal of low-income**, very low-income and extremely low-income housing units throughout the City by providing housing densities throughout the City that will allow low-income, very low income and extremely low-income housing **to be provided by the private sector**.

Policy 1.3.1 The Future Land Use Element shall designate land for residential use to meet housing needs through the year 2023, including workforce housing as defined in Section 380.0651(3)(h), F.S. as well as moderate-income, low-income, very low-income and extremely low-income housing, including mobile homes.

Objective 1.5 The City shall collaborate with architects, designers and other housing professionals (providers) **to encourage the innovative design of affordable housing**.

Policy 1.5.1 **The City shall seek innovative ways to encourage affordable housing**, which could include use of alternative building materials, reduced lot size requirements, design competitions for affordable housing, and a design advisory committee to advise housing providers on the development of affordable housing designs.



City of Gainesville

Department of Sustainable
Development

Objective 3.3 Assist low-income, very low-income, extremely low-income, and moderate-income households each year in **locating and affording low-cost rental and owner-occupied housing.**

2. Land Development Code Amendment

Along with amending the Comprehensive Plan, a companion amendment is needed in the Land Development Code. The Land Development Code will not only provide more specific details as to the use of density bonuses, but will also include other provisions in similar fashion to other municipalities. The proposal detailed below is based on the recommendations from the HR&A report, Staff analysis on comparable municipalities, feedback from the Alachua County Housing Authority (ACHA), Gainesville Housing Authority (GHA), local developers, and overall industry standards associated with Inclusionary Zoning.

Provisions for Depth of Affordability

The concept of "depth of affordability" pertains to the degree of affordability of housing units, keeping in mind the income brackets of targeted households. In a comprehensive analysis, HR&A consultants scrutinized Inclusionary Zoning policies from various municipalities nationwide. They identified two prevalent scenarios: The first dictates that developers reserve 10% of market-rate units for those earning up to or below 80% of the Area Median Income (AMI)—to put this in perspective, Gainesville's median income stands at \$40,937. The second scenario proposes an 8% set aside for those earning at or below 60% AMI.

When applying these models to Gainesville's landscape, HR&A categorized five distinct types of developments. Large Gardens typically span vast lots and stand 3-4 stories tall, with notable examples being Novo Market's West, 23 West, and the Mayfair. Large Midrises, on the other hand, occupy significant lots and reach 4-5 stories in height, as seen in developments like City Place at Celebration Pointe and Liv+ Gainesville. Infill Midrises are constructed on smaller plots, standing 4-6 stories tall, with Cascades and Midtown Apartments serving as prime examples. Infill Highrises, confined to petite lots, tower at 7+ stories, as exemplified by The Standard and Evolve Gainesville. Lastly, Single



City of Gainesville

Department of Sustainable
Development

Family developments, usually sprawling over large plots, are 1-2 stories high, with 88th street cottages and Dreams Gainesville being illustrative.

Upon categorizing these developments, HR&A crafted a model to evaluate the financial implications of integrating affordable units into each typology. The findings were revealing: mandating a 10% or 8% affordable unit inclusion could potentially undercut the profitability of new projects, pushing returns below a desirable threshold. This benchmark was deduced for every development type through a "Yield on Cost at 10 year" cash flow model. Further insights into this model can be found in the detailed HR&A report. To remedy this profitability conundrum, incentives are pivotal to bridge the return gap, ensuring developments remain lucrative while championing affordability.

Incentives to Bridge the Return Gap

To bridge the return gap in development, a study was conducted on two primary incentives: Density Bonuses coupled with Public Land Contributions and the acceleration of reviews paired with By-Right development. The findings illuminated that a 30% density bonus effectively addressed the return gap across all five development typologies, given the stipulation of a 10% set aside for individuals earning 80% or less of the Area Median Income. Essentially, by earmarking 10% of a project's units as affordable, the permitted development density could be augmented by 30%, enhancing the project's value to the extent that it compensates for the costs of integrating affordable units. However, it's crucial to recognize that there might be situations where this 30% density bonus doesn't fully counterbalance the costs of incorporating affordable housing. In such cases, supplementary incentives come into play. These can range from fee reductions or waivers, adjustments in building setbacks, reductions or waivers in buffer requirements, modifications in building placements, to any other relevant incentives deemed fit.

Development Scale

To establish an appropriate development scale for Gainesville, HR&A surveyed various jurisdictions, identifying a prevalent threshold of 10 and 20 units. This pattern was further validated by Staff's own research. Recognizing this consistency and with a commitment to maximize affordable housing opportunities, the report suggests integrating a 10-unit threshold in Gainesville's Inclusionary Zoning (IZ) proposal. Anticipating the varying demands of development, coupled with the proposed fee-in-lieu option, this threshold



City of Gainesville

Department of Sustainable
Development

aims to offer smaller developments the adaptability in case providing affordable housing isn't viable. Nonetheless, decision-makers retain the discretion to mandate alternative thresholds. For projects comprising fewer than 10 units, the mandate to offer affordable housing would not apply. Still, these developers can choose to incorporate affordable housing, benefitting from associated offset provisions in return.

Unit Characteristics

To align with Gainesville's Inclusionary Zoning (IZ) proposal, every affordable unit must seamlessly blend with market-rate counterparts. This encompasses consistent construction materials, finishes, and features—from countertops and cabinets to flooring. Moreover, residents in these affordable units should receive all services and amenities standard for market-rate tenants. This encompasses access to recreational facilities, waste collection, and amenities such as cable and communal areas, ensuring an equitable living experience for all residents.

Unit Location

In accordance with Gainesville's Inclusionary Zoning (IZ) proposal, affordable units should be evenly distributed throughout a development, avoiding concentration in any particular section. This dispersion promotes economic integration, the benefits of which have been discussed in this report. Thus, besides being visually and functionally consistent with market-rate units, the placement of these affordable units should also foster an environment of economic integration.

Synchronized Development

Affordable housing units, under IZ, should progress hand in hand with market-rate units. This approach ensures that as a development is completed, affordable housing is immediately available to its residents.

Phased Development

For expansive projects built in stages, it's crucial to avoid relegating affordable units to the final phase. Doing so can delay affordable housing's availability and poses a risk if later stages of the project hit unexpected snags. Hence, each phase should incorporate a proportional number of affordable units corresponding to the total units in that phase.



City of Gainesville

Department of Sustainable
Development

Voluntary Provision

In addition to the mandatory Inclusionary Zoning (IZ) regulations, there are proposed voluntary provisions as part of the complete IZ package. Developers can access these voluntary provisions by exceeding the prescribed affordability levels in the IZ policy. They can do this by either increasing the number of affordable units (e.g., providing 20% instead of the standard 10%), offering units at deeper affordability levels (e.g., at 70% AMI instead of 80% AMI), or a blend of both approaches. For every increment of enhanced affordability, the development earns an additional 5% density bonus, capped at a total of 50% density bonus.

To illustrate: If a developer opts to offer 20% of units at 70% AMI, they are amplifying affordability in two ways: by boosting the number of units and by targeting a reduced AMI. Consequently, this development would qualify for an additional 10% density bonus, resulting in a total density bonus of 40% (30% baseline plus 10% voluntary).

Monitoring and Compliance

The effective management and enforcement of the Inclusionary Zoning (IZ) policy in Gainesville are crucial for its success. This will involve a multi-departmental effort within the City. The implementation and management of the program would be managed by the Department of Sustainable Development and the Housing and Community Development Department (HCD). HCD, given its expertise in housing needs and established ties with organizations proficient in housing allocation, is recommended to oversee the compliance aspect of the IZ policy. This department might also collaborate with third-party organizations to ensure the appropriate allocation of affordable housing units to eligible tenants based on the Area Median Income (AMI) criteria and potentially secure funding for housing subsidies.

For policy enforcement, it is suggested that the Code Enforcement division within the Department of Sustainable Development take the lead. They could utilize tools such as compliance fees, liens, and other measures they deem fit to ensure adherence to the policy.

Biennial Review



City of Gainesville

Department of Sustainable
Development

It is also worth noting that the City's Inclusionary Zoning policy will be subject to review biennially. Such periodic evaluations are crucial given the fluid nature of housing markets. This two-year review cycle not only offers consistency and allows for the policy's effects to manifest but also facilitates timely adjustments to fees, thresholds, and percentage requirements in alignment with changing circumstances, consistent with practices in other municipalities.

Density Bonus Manual Deletion

In addition to providing language related to Inclusionary Zoning requirements, this proposal recommends the removal of the existing Residential Density Bonus Points provisions for two primary reasons. Firstly, since its adoption on March 14, 2005, the manual has rarely been utilized by developers to gain additional density, and it has not been updated since its inception. Many provisions within the manual are now outdated due to evolving code policies, such as those related to historically significant structures, parking, compact development, and block length, among others.

Secondly, by eliminating the manual, density bonuses can be more strategically aligned with the city's priorities, specifically: a) fostering affordable housing and b) preserving high-quality trees. These revised density bonus criteria better reflect Gainesville's mission of expanding affordable housing options while also safeguarding valuable environmental assets like noteworthy trees.



City of Gainesville

Department of Sustainable
Development

Steps to IZ Compliance

Below is a detailed account of the actions that would be taken by an applicant looking to develop 10 or more multi-family units in order to meet the City's Inclusionary Zoning requirements.

1. First step meeting - the applicant will attend a "First Step" meeting where Staff from various City departments are present. At the meeting, Staff will provide the applicant with feedback on the proposal in relation to City requirements, including information on meeting requirements for the inclusion of affordable housing units within the development.
2. Following the First Step meeting, and the applicant holding a Neighborhood Workshop, if required, the applicant would submit an application designed to document the Inclusionary Zoning status. An agreement with the City will not be necessary at the time of application.
3. The project's density bonus and any other applicable benefits will be applied during the development review process.
4. A template of the required legal agreement will be provided by the City during application review and will be required to be executed prior to final development approval and issuance of a development order.
5. The Housing and Community Development Department will monitor adherence to Inclusionary Zoning requirements after the development is completed.
6. The Code Enforcement Department will have the ability to enforce and encourage non-conforming development to come into conformity.
7. In the event that a development is found to not comply in any of the provisions stated for Inclusionary Zoning, the development will be fined a certain amount daily until the nonconformity is remedied.
8. Payments will be made to the City of Gainesville Housing Fund and will be used to help develop affordable housing or to help subsidize rental payments to residents.



City of Gainesville

Department of Sustainable
Development

Community Engagement

AHAC's Efforts in Community Engagement

On October 13, 2022, the City Commission tasked the Affordable Housing Advisory Committee (AHAC) with spearheading community engagement on Inclusionary Zoning. AHAC, with assistance from City Staff, conducted four public meetings at various venues like schools, churches, and community centers across the city's quadrants. At these meetings, AHAC primarily presented information about Inclusionary Zoning and solicited feedback from attendees, while City Staff provided support. Specific details about each meeting, including dates, venues, and objectives, can be found in Appendix B.

To further engage the community, AHAC hosted additional public meetings to discuss the proposal. Dates of these discussions are as follows:

Nov. 1, 2022
Dec. 13, 2022
Jan. 10, 2023
Feb. 13, 2023
Mar. 14, 2023
April 18, 2023

Department of Sustainable Development's Outreach

Beyond AHAC's efforts, the Department of Sustainable Development presented the Inclusionary Zoning proposal at two other public meetings in March 2023, in response to requests from the Gainesville Community Reinvestment Area Advisory Board (GCRAAB) and the Alachua County Labor Coalition (ACLC). Informational handouts were distributed, and attendees had the chance to provide feedback.

Total Engagement Overview

The City Commission initially reviewed this initiative on October 13, 2022, followed by two meetings with the City Plan Board on October 17 and December 8. Throughout this process, both Staff and AHAC have provided multiple opportunities for public input: five from Staff and ten from AHAC, culminating in 15 total opportunities for community involvement.



City of Gainesville

Department of Sustainable
Development

Community Engagement Takeaways

In general, there was a consensus that the proposal exhibited commendable qualities and was supportable. The principal point of contention pertained to the longevity of the affordable housing mandate. Observations were made, suggesting that the time frame should be framed as "in perpetuity" rather than the currently stipulated "99 years." Additionally, neighbors advocated for utilizing funds generated from developers to underwrite rental subsidies. Lastly, there were questions surrounding the inclusion of a fee-in-lieu option for developers. Although no strong objections were raised, concerns were voiced regarding the potential for developers to opt for this route instead of providing the mandated affordable housing units.



City of Gainesville

Department of Sustainable
Development

Summary of proposal

The proposed Inclusionary Zoning policy change would involve an amendment to the City's Comprehensive Plan which would add language that allows for density bonuses in all future land use categories in relation to affordable housing. It also involves amendments to the Land Development Code including the following:

- Set aside and affordability requirements for new multi-family developments – 10% affordable units at 80% AMI.
- In-Lieu Fee – Will be provided based on HUD guidelines.
- Development Scale – Multi-family developments with 10 units or more.
- Applicability – Mandatory for new developments and includes voluntary provisions. Not applicable to existing developments.
- Affordability Term – 99 years.
- Unit Pricing – Follow existing HUD guidelines.
- Unit Characteristics – Affordable housing units identical to market-rate units.
- Synchronized Development – Affordable housing services, infrastructure, and occupancy must be provided at the same time market rate units are provided with provisions for phased developments.
- Fractional Units – Adopt normal rounding rules, rounding up for fractional units above 0.5.

Respectfully submitted,

Juan Castillo
Planner III

APPENDIX A: Proposed Text Changes

Proposed Comprehensive Plan Amendment:

Staff is proposing the addition of the following language to Objective 4.1 and policy 4.1.1 in the Future Land Use Element (additions shown in blue underlined letters, deletions shown in red):

Objective 4.1 The City shall establish land use categories that allow sufficient acreage for residential, commercial, mixed-use, office, industrial, education, agricultural, recreation, conservation, public facility, and institutional uses at appropriate locations to meet the needs of the projected population and that allow flexibility for the City to consider unique, innovative, and carefully construed proposals that are in keeping with the surrounding character and environmental conditions of specific sites. Land use categories associated with transect zones are intended to encourage a more efficient and sustainable urban form by allowing a range of housing, employment, shopping and recreation choices and opportunities in a compact area of the City. Density bonuses in association with affordable housing and tree preservation shall be permitted in all Future Land Use categories and shall follow bonus provisions outlined in the Land Development Code.

Policy 4.1.1 Land Use Categories on the Future Land Use Map shall be defined as follows:

Residential Low-Density (RL): up to 15 units per acre; and up to 12 additional units per acre via bonus provisions for affordable housing or tree preservation

This land use category shall allow dwellings at densities up to 15 units per acre and up to 12 additional units per acre via bonus provisions. The Residential Low-Density land use category identifies those areas within the City that, due to topography, soil conditions, surrounding land uses and development patterns, are appropriate for single family development, particularly the conservation of existing traditional low density neighborhoods, single-family attached and zero-lot line development, and small-scale multifamily development. Land development regulations shall determine gradations of density, specific uses and performance measures. Land development regulations shall specify criteria for the siting of low-intensity residential facilities to accommodate special need populations and appropriate community level institutional facilities such as places of religious assembly, public and private schools other than institutions of higher learning, and libraries. Land development regulations shall allow home occupations; accessory units in conjunction with single-family dwellings; and bed-and-breakfast establishments within certain limitations.

Residential Medium-Density (RM): 8-30 units per acre; and up to 24 additional units per acre via bonus provisions for affordable housing or tree preservation

This land use category shall allow single-family and multi-family development at densities from 8 to 30 dwelling units per acre and up to 24 additional units per acre via bonus provisions. Lots that existed on November 13, 1991 and that are less than or equal to 0.5 acres in size shall be exempt from minimum density requirements. The land shown as Residential Medium-Density on the Future Land Use Map identifies those areas within the City that, due to topography, soil conditions, surrounding land uses and development

patterns, are appropriate for single-family, and medium-intensity multi-family development. Land development regulations shall determine gradations of density and specific uses. Land development regulations shall specify criteria for the siting of appropriate medium-intensity residential facilities to accommodate special need populations and appropriate community-level institutional facilities such as places of religious assembly, public and private schools other than institutions of higher learning, and libraries. Land development regulations shall allow home occupations within certain limitations.

Residential High-Density (RH): 8-100 units per acre; and up to 80 additional units per acre via bonus provisions for affordable housing or tree preservation

This land use category shall allow single-family and multi-family development at densities from 8 to 100 dwelling units per acre and up to 80 additional units per acre via bonus provisions. Lots that existed on November 13, 1991 and that are less than or equal to 0.5 acres in size shall be exempt from minimum density requirements. The land shown as Residential High-Density on the Future Land Use Map identifies those areas within the City that, due to topography, soil conditions, surrounding land uses and development patterns, are appropriate for high-intensity multi-family development, and secondary retail and office uses scaled to serve the immediate neighborhood. The intensity of secondary retail and office use cannot exceed 25 percent of the residential floor area. Land development regulations shall determine gradations of density, specific uses, percentage of floor area and maximum floor area appropriate for secondary uses. Land development regulations shall specify the criteria for the siting of high-intensity residential facilities to accommodate special need populations and appropriate community level institutional facilities such as places of religious assembly, public and private schools other than institutions of higher learning, and libraries. Land development regulations shall allow home occupations within certain limitations.

Urban Mixed-Use (UMU): up to 60 units per acre; and up to ~~20 additional units per acre by Special Use Permit~~ 48 additional units per acre via bonus provisions for affordable housing or tree preservation

This land use category allows residential, office, retail and serve uses either as stand-alone uses or combined in a mixed-use development format. Light assembly, fabrication, and processing uses within fully enclosed structures shall be allowed in specified zoning districts as specially regulated by the Land Development Code. Structures in this category shall be oriented to the street and encouraged multi-modal transportation through the development design. Developments located within this category shall be scaled to fit the character of the area. Residential density shall be limited to 60 units per acre with provisions to add up to 20 additional units per acre by Special Use permit or 48 additional units per acre via bonus provisions as specified in the land development regulations. Maximum building height shall range between 4 to 5 stories, depending upon the implementing zoning district, with provisions to add up to an additional 1 to 2 stories by a height bonus system as established in the Land Development Code. Land development regulations shall set the appropriate densities, the types of uses; design criteria; landscaping, and pedestrian/vehicular access. Public and private schools, places of religious assembly and community facilities are appropriate within this category.

Urban Mixed-Use High Intensity (UMUH): 10-100 units per acre; and up to ~~25 additional units per acre by Special Use Permit~~ 80 additional units per acre via bonus provisions for affordable housing or tree preservation

This land use category allows residential, office/research, retail, and service uses either as stand-alone uses or combined in a mixed-use development format. Light assembly, fabrication, and processing uses within fully enclosed structures shall be allowed as specially regulated by the Land Development Code. The Urban Mixed-Use High-Intensity category is distinguished from other mixed-use categories in that it is specifically established to support research and development in close proximity to the University of Florida main campus. An essential component of the category is orientation of structures to the street and the multi-modal character of the area. Developments located within this category shall be scaled to fit the character of the area. Residential density shall be limited to 10 to 100 units per acre with provisions to add up to ~~25 additional units per acre by Special Use Permit~~ 80 additional units per acre via bonus provisions as specified in the land development regulations. Lots that existed on November 13, 1991 and that are less than or equal to 0.5 acres in size shall be exempt from minimum density requirements. Unified developments that include a residential and non-residential component (either horizontally or vertically mixed) shall not be required to meet the minimum density requirements. Building height shall be limited to 6 stories and up to 8 stories by a height bonus system as established in the Land Development Code. Land development regulations shall set the appropriate zoning densities: the types of uses; design criteria; landscaping, and pedestrian/vehicular access. Public and private schools, places of religious assembly and community facilities are appropriate within this category.

Urban Core (UC); up to 150 units per acre; and up to ~~25 additional units per acre by Special Use Permit~~ 120 additional units per acre via bonus provisions for affordable housing or tree preservation

This land use category allows residential, office, and business uses concentrated in the urban core area. Light assembly, fabrication, and processing uses within fully enclosed structures shall be allowed as specially regulated by the Land Development Code. Development in this category shall function as a center serving the urban area. Development within the urban core shall ensure the compact, pedestrian character of this area. Residential densities up to 150 units per acre shall be permitted with provisions to add up to ~~25 additional units per acre by Special Use Permit~~ 120 additional units per acre via bonus provisions as specified in the land development regulations. Buildings in this category shall face the street and meet build-to lines established in the Land Development Code. Building height shall be limited to 12 stories, with up to 14 stories by a height bonus systems as established in the Land Development Code. Public and private schools, government offices, institutions of higher learning, places of religious assembly and community facilities are appropriate in this category.

Office (O); up to 20 units per acre; and up to 12 additional units per acre via bonus provisions for affordable housing or tree preservation

The Office land use category identifies areas appropriate for office, residential, professional and service uses, hospital and medical uses, and appropriate ancillary uses.

Office designations shall be applied to compact office development. Residential uses in office districts shall be designed as new in-town development, mixed-use, live-work, compound use or shall accommodate existing residential development within the Office zoning district. Some non-office type uses such as restaurants may be allowed in this land use category by a Special Use Permit process established in the Land Development Code. Densities ~~shall not exceed~~ up to 20 units per acre shall be permitted with provisions to add up to 12 additional units per acre via bonus provisions. Land development regulations shall determine the appropriate scale of uses; and the specific criteria for the siting of private schools and churches. Intensity will be controlled by adopting land development regulations that establish height limits of 5 stories or less, that require buildings to face the street, and modest build-to lines, instead of a maximum floor area ratio; however, height may be increased to a maximum of 8 stories by Special Use Permit. For hospitals and large-scale medical office facilities that are located in a Medical Services zoning district, the height may be increased to 14 stories by Special Use Permit.

Mixed-Use Medium-Intensity (MUM): 12-30 units per acre; and up to 24 additional units per acre via bonus provisions for affordable housing or tree preservation

This land use category allows a mixture of residential, office, and business uses concentrated in mapped areas. When implemented by the Corporate Park zoning district, this category is appropriate for corporate office facilities and mixed-use office oriented development. Light assembly, fabrication, and processing uses within fully enclosed structures may be allowed as specially regulated uses through a Special Use Permit process established in the Land Development Code. Public and private schools, institutions of higher learning, places of religious assembly and community facilities shall be appropriate in this category. Such development shall function as a neighborhood center serving multiple neighborhoods or a community-serving retail and/or office center. It is not expected that these areas shall be expanded significantly during this planning period. Land development regulations shall ensure a compact, pedestrian environment for these areas, and provide guidelines for the compatibility of permitted uses. Residential development ~~shall be limited to~~ densities between 12 to 30 units per acre shall be permitted with provisions to add up to 24 additional units per acre via bonus provisions. Lots that existed on November 13, 1991 and that are less than or equal to 0.5 acres in size shall be exempt from minimum density requirements. Unified developments that include a residential and non-residential component (either horizontally or vertically mixed) shall not be required to meet the minimum density requirements. Intensity will be controlled, in part, by adopting land development regulations that establish height limits of 5 stories or less; however, height may be increased to a maximum of 8 stories by Special Use Permit. Land development regulations shall establish the thresholds for the percentage of mixed uses for new development or redevelopment of sites 10 acres or larger. At a minimum, the land development regulations shall encourage that: at least 10 percent of the floor area of new development or redevelopment of such sites be residential; or, that the surrounding area of equal or greater size than the development or redevelopment site, and within 1/4 mile of the site, have a residential density of at least 6 units per acre. Residential use shall not be a required development component for public and private schools, institutions of higher learning, places of religious assembly and

community facilities. Buildings in this land use category shall face the street and have modest front setbacks.

Mixed-Use Residential (MUR): up to 75 units per acre; [and up to 60 additional units per acre via bonus provisions for affordable housing or tree preservation](#)

This land use category provides for a mixture of residential and office uses. Office uses that are complementary to and secondary to the residential character of the district are allowed as home occupations. Additional office uses may be allowed through a Special Use Permit process established in the Land Development Code. An essential component of the district is orientation of structures to the street and the pedestrian character of the area. Office uses located within this district should be scaled to surrounding neighborhoods and institutions. Land development regulations shall set the appropriate densities (up to 75 dwelling units per acre, [and up to 60 additional units per acre via bonus provisions](#)); the allowable uses; appropriate height (up to a maximum of 4 stories); design criteria; and landscaping requirements. Land development regulations shall specify the criteria for the siting of public and private schools, places of religious assembly and community facilities within this category.

Mixed-Use Office/Residential (MOR): up to 20 units per acre; [and up to 16 additional units per acre via bonus provisions for affordable housing or tree preservation](#)

This land use category allows residential uses and, depending on the implementing zoning district, may allow office, professional, service, and ancillary uses either as stand-alone uses or combined in a mixed-use development format. Some non-office type uses, such as restaurants, may be allowed through a Special Use Permit process established in the Land Development Code. Structures in this category shall be oriented to the street and encourage multi-modal transportation through the development design. Developments located within this category shall be scaled to fit the character of the area. Residential density shall be ~~limited to~~ 20 units per acre [and up to 16 additional units per acre via bonus provisions](#). Maximum building height shall be limited to 3 stories. Land development regulations shall establish the appropriate uses; design criteria; landscaping and pedestrian/vehicular access for this category. Public and private schools, places of religious assembly and community facilities are appropriate within this category.

Mixed-Use Low-Intensity (MUL): 8-30 units per acre; [and up to 24 additional units per acre via bonus provisions for affordable housing or tree preservation](#)

This land use category allows a mixture of residential and non-residential uses such as standard lot single-family houses, small-lot single-family houses, duplex houses, townhouses (attached housing), accessory dwelling units, group homes, multi-family housing (if compatible in scale and character with other dwellings in the proposed neighborhood), offices scaled to serve the surrounding neighborhood, retail scaled to serve the surrounding neighborhood, public and private schools, places of religious assembly and other community civic uses. Light assembly, fabrication, and processing uses within fully enclosed structures may be allowed as specially regulated uses through a Special Use Permit process established in the Land Development Code. Residential development ~~shall be limited to~~ [with densities between](#) 8 to 30 units per acres [shall be permitted with provisions to add 24 additional units per acre via bonus provisions](#). Lots

that existed on November 13, 1991 and that are less than or equal to 0.5 acres in size shall be exempt from minimum density requirements. Unified developments that include a residential and nonresidential component (either horizontally or vertically mixed) shall not be required to meet the minimum density requirements. Intensity will be controlled, in part, by adopting land development regulations that establish height limits of 5 stories or less; however, height may be increased to a maximum of 8 stories by Special Use Permit. Land development regulations shall establish the thresholds for the percentage of mixed uses for new development or redevelopment of sites 10 acres or larger. At a minimum, the land development regulations shall encourage that: at least 10 percent of the floor area of new development or redevelopment of such sites be residential; or, that the surrounding area of equal or greater size than the development or redevelopment site, and within 1/4 mile of the site, have a residential density of at least 6 units per acre. Residential use shall not be a required development component for public and private schools, institutions of higher learning, places of religious assembly and other community civic uses. Buildings in this category shall face the street and have modest front setbacks. This category shall not be used to extend strip commercial development along a street. Land development regulations shall ensure a compact, pedestrian-friendly environment for these areas, and provide guidelines or standards for the compatibility of permitted uses.

Proposed text for Land Development Code policy: (Red strike through represents deletion and blue underlined represents addition).

Section 30-4.13 – Building Form Standards

| TRANSECT | U1 | U2 | U3 | U4 | U5 | U6 | U7 | U8 | U9 | DT |
|---|--------|-----|----|----|----|-----------------------------|-----------------------------|------------------------------|--------------------------------|--------------------------------|
| A. BLOCK STANDARDS | | | | | | | | | | |
| Block perimeter (max. feet) | 2,600' | | | | | | 2,000' | | | 1,600' |
| B. LOT CONFIGURATION | | | | | | | | | | |
| Lot width (min. feet) | 34' | 18' | | | | | | 18' | | 18' |
| C. DEVELOPMENT INTENSITY | | | | | | | | | | |
| Nonresidential building coverage (max) | 60% | 80% | | | | | | 90% | | 100% |
| Residential density by right / with bonus (max. units per acre) | 8 | 15 | 20 | 20 | 75 | 50/ 60 <u>90</u> | 50/ 60 <u>90</u> | 60/ 80 <u>108</u> | 100/ 125 <u>180</u> | 150/ 175 <u>270</u> |

Section 30-4.17 – Dimensional Standards

| RSF-1 | RSF-2 | RSF-3 | RSF-4 | RC | MH | RMF-5 | RMF-6 | RMF-7 | RMF-8 | |
|--------------------------------------|-------|-------|-------|------|------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|--|
| DENSITY / INTENSITY | | | | | | | | | | |
| Residential density (units/acre) | | | | | | | | | | |
| Min. | None | None | None | None | None | None | 8 ¹ | 8 ¹ | 8 ¹ | |
| Max. by right | 3.5 | 4.6 | 5.8 | 8 | 12 | 12 | 10 | 14 | 20 | |
| With density bonus points | - | - | - | - | - | See Table V-6 <u>22</u> | See Table V-6 <u>18</u> | See Table V-6 <u>25</u> | See Table V-6 <u>36</u> | |

| | | | | | | | | | | |
|----------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| Nonresidential building coverage | 35% | 35% | 40% | 40% | 50% | 50% | 50% | 50% | 50% | |
|----------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|

Section 30-4.20 Dimensional Standards

| MU-1 | MU-2 | OR | OF | CP | BUS | BA | BT | W | BI | I-1 | I-2 | |
|----------------------------------|----------------------|-------------------|-------|-------|-------|------|------|------|-------|------|------|------|
| | | | | | | | | | | | | |
| DENSITY / INTENSITY | | | | | | | | | | | | |
| Residential density (units/acre) | | | | | | | | | | | | |
| Min. ¹ | 8 | 12 | None | None | 10 | None | None | None | 8 | None | None | None |
| Max. <u>/ with bonus</u> | 30/54 | 30/54 | 20/36 | 20/36 | 30/54 | None | None | None | 30/54 | None | None | None |
| Nonresidential building coverage | 60% | 75% | 40% | 50% | 50% | None | None | None | None | None | None | None |
| Nonresidential GLA (max) | 100,000 ² | None ² | None | None | None | None | None | None | None | None | None | None |

Sec. 30-4.18. – Density bonus points.

- ~~Development criteria described in the density bonus points manual, when met, shall allow increases in development intensity based upon the limits in this section. These increases in intensity shall be allowed should a developer propose to undertake a project that will result in a development sensitive to the unique environmental and developmental needs of the area. For each criterion met by the developer, certain points shall be credited to the project. Those points, calculated in accordance with the Density Bonus Points Manual, shall determine the maximum allowable density.~~
- **Table V-6: Permitted Density Using Density Bonus Points**

| RMF-6 | | RMF-7 | | RMF-8 | |
|--------|------------------|--------|------------------|--------|------------------|
| Points | Max. residential | Points | Max. residential | Points | Max. residential |
| | | | | | |

| | density (du/ac) | | density (du/ac) | | density (du/ac) |
|------|--------------------|----|--------------------|----|--------------------|
| 0 | 10 | 0 | 14 | 0 | 20 |
| 26 | 11 | 20 | 15 | 16 | 21 |
| 52 | 12 | 39 | 16 | 30 | 22 |
| 79 | 13 | 59 | 17 | 46 | 23 |
| 108 | 14 | 79 | 18 | 59 | 24 |
| 138+ | 15 | 98 | 19 | 75 | 25 |

DIVISION 6 – INCLUSIONARY ZONING

The purpose of this section is to create mixed income, affordable housing through new construction to assist the City in promoting the creation of Inclusionary Developments and Affordable Housing as the City grows and attracts new market-rate residential development.

Sec. 30-4.29 - Definitions for Inclusionary Zoning

The following terms, when used in this chapter, shall have the following definitions:

Affordable Housing means residential housing, which is restricted for occupancy by households whose combine annual income for all members does not exceed 80% of the median income.

Inclusionary Development means a development containing both Affordable Housing and market rate residential units.

Area Median Income means the Median Income by household size for the City of Gainesville Metropolitan Statistical Area (MSA) as defined by the United States Department of Housing and Urban Development (HUD). The area median income (AMI) shall be calculated based on all households in the geographic area. The median is the middle value when all are arranged from highest to lowest. The AMI shall be updated annually, as of the effective date of the revised AMI provided by HUD, and shall be used until the next annual revision of AMI by HUD where AMI is applicable in the general requirements under this article.

Sec. 30-4.30 - Applicability

A. After the effective date of this chapter, compliance with this article is required for all properties/developments with a residential component that provide 10 residential units or more.

B. Exemptions.

1. Developments of 9 residential units or less.
2. Developments designated as assisted living facilities.

Sec. 30-4.31 - Inclusionary housing set-aside.

A. Multi-family development projects containing 10 or more units shall provide a minimum of 10 percent of the dwelling units in the project as affordable housing at 80% of the AMI.

This shall be documented in a deed restriction, covenant, or other legal mechanism that must be submitted to the City for review and approval prior to certificate of occupancy for any unit in the development.

B. Affordable units set aside shall be provided on-site and integrated with the market rate residential units.

C. *Offset Provisions.* Developments incorporating provisions for affordable housing as required in this chapter will be provided with a density bonus of 30%, or another incentive appropriate for the size of the development and the amount of affordable units being provided. Developments that do not meet the 10 unit threshold can voluntarily opt into the provisions for affordable housing requirements in exchange for receiving applicable incentives.

D. *Additional Density Bonuses.* A project has the option to increase the density bonus by providing deeper affordability where an increase of affordable units, a decrease in AMI, or a combination thereof will result in a higher density bonus up to and no more than 50%. An increase of 10 affordable units results in an increase of 5% density bonus and a decrease of 10% AMI will result in a 5% density bonus.

1. *Enforcement.* At such time as the property owner is found to be providing less affordable housing units than the percentage required, the owner shall pay a fee of \$500.00 per unit per day for each day that the owner is in noncompliance.

2. *Fractional units.* Calculations of the number of affordable units required by this section shall be based on the total number of dwelling units in the residential development, including any density bonus units. Where the calculation of affordable housing requirements described in this section results in a fractional dwelling unit equal to 0.5 or greater, the developer shall provide an additional unit to satisfy the fractional obligation.

D *Standards for affordable units.* Affordable units required to be provided pursuant to this section shall comply with the following standards:

1. Affordable units shall be reasonably dispersed throughout the residential development, such that no single building or floor therein has a disproportionate percentage of affordable units.

2. Affordable units shall be concurrent to the market rate units in the residential development in terms of unit type, number of bedrooms per unit, quality of exterior appearance, energy efficiency, and overall quality of construction, date of unit availability, infrastructure development, and any other provision afforded to market-rate units.

3. Affordable units shall have access to all on-site amenities available to market rate units, including the same access to and enjoyment of common areas and facilities.

4. Affordable units shall have functionally equivalent parking when parking is provided to the market rate units in the residential development.

5. Affordable units shall be constructed, completed, ready for occupancy, and marketed concurrently with or prior to the market rate units in the residential development or phase thereof. Inclusionary units shall be made available for occupancy on approximately the same schedule as a covered project's market units, except that certificates of occupancy for the last ten percent (10%) of the market units shall be withheld until certificates of occupancy have been issued for all the inclusionary units; except that with respect to covered projects to be constructed in phases, certificates of occupancy may be issued on a phased basis.

E. The applicant must enter into a management agreement with the City to administer the affordable set-aside units. This agreement must address marketing, applicant screening, and the process for establishing rental rates, monitoring, Fair Housing requirements, and other elements as determined by the city manager or designee.

F. All Inclusionary Zoning projects will be formalized with an Affordable Housing Agreement.

Sec. 30-4.32 - Payment in-lieu of creating Affordable Housing units.

A. At the discretion of the Approving Authority, a developer may provide a payment-in-lieu of constructing the Affordable Housing obligation into the City of Gainesville Affordable Housing Trust Fund. The opportunity to provide a payment-in-lieu of constructing on-site Affordable Housing Residential units is not intended to be and should not be construed as a right available to developers at their sole option.

B. The fee will reflect the going market rate or one unit per HUD guidelines and shall be reviewed every two years.

C. The in lieu fees and other fees collected under this section shall be deposited into the Affordable Housing Opportunity Fund or an equivalent housing fund, unless required to be deposited into another fund pursuant to federal or state law. All annual revenues of the Affordable Housing Opportunity Fund shall be reserved and utilized exclusively to pay costs associated with Affordable Housing. This includes but is not limited to, providing more affordable housing, subsidizing housing costs for tenants, and supporting housing administrative staff.

D. The applicant shall demonstrate to the Approving Authority that the development of on-site Affordable Housing residential units is not feasible for the development. The Approving Authority should consider the following metrics when determining if an application should be allowed to use the payment-in-lieu option. This list is not exhaustive; the Approving Authority can take into consideration any other relevant factors when making a determination to include:

a. The site is more than a one-mile radius outside of any existing or proposed bus transit stops.

- b. The site is in a census tract that already has a majority of units (50 percent or more) available where the median-income of a family with four individuals can afford to live without paying more than 30 percent of their monthly income on housing costs.

Sec. 30-4.33 Continued Affordability

- A. 99-Year Requirement - All inclusionary units shall remain affordable for a period of no-less than ninety nine (99) years commencing from the date of initial occupancy of the units.
- B. Restrictions – Provisions to ensure continued affordability of inclusionary units shall be embodied in legally binding agreements and/or deed restrictions satisfactory to the City, which shall be prepared by the developer but which shall not be recorded or filed until reviewed and approved by the appropriate reviewing body with such modifications as it may deem necessary to carry out the purpose of this article.
- C. Rent Changes – Provisions for continued affordability of inclusionary rental units shall limit annual rent changes to the percentage change in the AMI within the City of Gainesville MSA.
- D. Sublet Restrictions – Provisions for continued affordability of inclusionary units shall prohibit subletting rental units for a price exceeding that which is affordable for a household with an annual income that is eighty percent (80%) of AMI.

APPENDIX B – Flyers distributed at AHAC IZ Community Meetings

What is Inclusionary Zoning?

Regulations that require new multi-family housing constructions to provide housing units that are affordable to people of low or moderate income.

How does Inclusionary Zoning work?

Inclusionary Zoning works by requiring developers to set aside a portion of their development to lower cost residential units. The City then gives the new development a density bonus in order to offset the costs of the affordable housing units being provided. With the new density, the developer provides the additional affordable units at market rate quality and distributed throughout their development to people of low or moderate income.

Currently, the City is proposing to require that new development provide 10% of their units as affordable units. To offset these units, the City will give the development a 30% density bonus.



Who will qualify for the affordable units?

The City of Gainesville will use the guidelines provided by the United States Department of Housing and Urban Development (HUD). The pricing of each unit will be based on a household's income and size. The proposal will focus on people who fall within a target income limit of 80% Median Family Income (MFI) or Average Median Income (AMI) for the City of Gainesville Metropolitan Statistical Area (MSA). This means that to qualify, a family of one (1) must have an annual income of less than 5,850, a family of two of less than \$52,400 annually, and a family of three of more than \$58,950 as of the writing of this information sheet. These numbers are subject to change.

Who else is using Inclusionary Zoning regulations?

Inclusionary Zoning is currently being used by more than 1000 jurisdictions across 30+ states. Some jurisdictions resemble Gainesville in size and make up such as: Burlington Vermont, Newtown Massachusetts, and Tallahassee Florida.

What are the benefits of Inclusionary Zoning?

Increased access to affordable rental units

Quality housing

Help provide socio-economic diversity

Affordable units provided with little to no cost to the City

Housing closer to more resources such as retail and jobs

To deal with the rising cost of housing, the City of Gainesville is working on new regulations that would require new developments to provide housing that is more affordable. Here is how the City would like to propose Inclusionary Zoning:

1. The City will require any new residential development that is providing **ten (10) or more apartments**, make some of those apartments **cost less** than the other apartments in the same building.
2. Even though the more affordable apartments will cost less to rent, the apartments will be **the same as the ones that cost more** and offer the same services that the more expensive apartments offer.
3. The more affordable apartments will also be reasonably **disbursed throughout the new development** so that the affordable apartments are not all located in one area.
4. The new more affordable apartments will be available to **people whose income fall within a certain income percentage**.

Following are the slides used at the AHAC IZ community engagement meetings. These were also handed out as hard copies to attendees.

City of Gainesville

Department of Sustainable
Development
Juan Castillo

Inclusionary Zoning

Low household incomes, especially for renters, are a key driver of housing cost burden and instability in Gainesville.

- Housing cost burden is defined by the cost of housing *relative* to incomes. The more a household spends on housing costs, the less **residual income** it has available for other basic needs, such as food and childcare. The median household income is about **\$37,000 in Gainesville**, well below what it costs to maintain a stable living standard.
- A household is considered **cost burdened** when it spends more than 30% of its gross income on housing costs. This measure can be more impactful for lower income households, as they struggle to live with **low residual incomes**.
- When affordable rental housing is unavailable, low-income households face housing instability and are more vulnerable to unsafe living conditions, overcrowding, and costly and harmful evictions.

| MONTHLY COSTS | |
|---|------------------------|
| 2 adults and 2 children Gainesville metro area | |
| HOUSING | \$894 |
| FOOD | \$892 |
| CHILD CARE | \$899 |
| TRANSPORTATION | \$1,134 |
| HEALTH CARE | \$1,098 |
| OTHER NECESSITIES | \$720 |
| TAXES | \$627 |
| MONTHLY TOTAL | \$6,265 |
| ANNUAL TOTAL | <u>\$75,183</u> |

*EPI's Family Budget Calculator measures the community-specific income a family needs in order to attain a modest yet adequate standard of living. Source: Economic Policy Institute, 2018

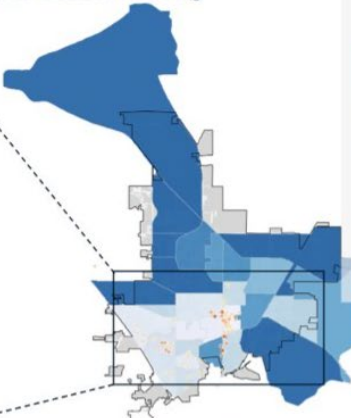
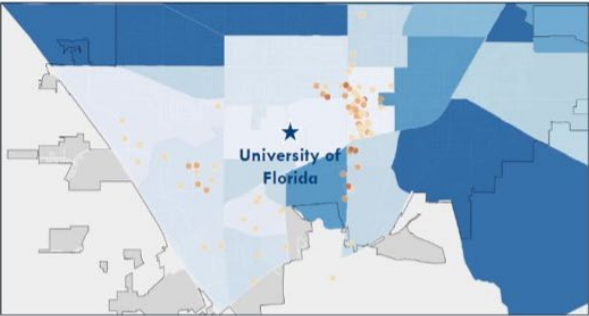
36 percent of all rental units in Gainesville exclusively serve or cater to students.

Younger residents are concentrated around the southwestern parts of Gainesville, in proximity to the University of Florida. Older adults live in the northern and southern suburbs of the City.

Median Age by Census Tract and Student Housing*

Legend

- City Boundary
- Dark Blue: >39 Years
- Light Blue: <22 Years
- Red Circle: Pipeline
- Orange Circle: Built Since 2010
- Yellow Circle: Built Pre-2010



Source: Social Explorer – ACS 2019 (5-Year Estimates), Costar

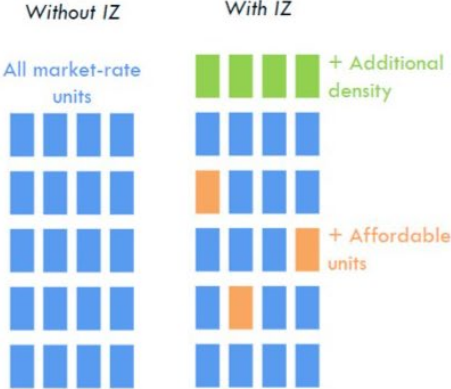
*Includes both student housing (i.e., housing that exclusively serves students) and student-focused housing (i.e., housing that caters to students but is available to all residents).





The goal of an inclusionary zoning policy is to support Gainesville’s housing needs through the creation of affordable housing that the market would not otherwise build.

Inclusionary zoning is a land use tool that requires or encourages developers to create affordable units in new market-rate residential and commercial developments. Incentives such as reduced parking requirements, additional density allowances, or tax abatements are sometimes provided to encourage participation.

More than 1000 jurisdictions across 30+ states have inclusionary zoning programs. These programs vary along many design considerations, including whether the program is voluntary or mandatory, what amount and depth of affordability is required, if it applies to rental or for-sale development, whether there are alternative compliance pathways such as the payment of a fee in-lieu, and what incentives are available. These policy elements are adjusted based on local policy priorities, housing market strength, and affordability needs.

Illustrative IZ Policy with Density Bonus Incentive



-  **1** Require new multi-family developments to provide a portion of units that cost less.
-  **2** Units that cost less will be the same as the units that cost more
-  **3** Units that cost less will be distributed evenly throughout the development
-  **4** Units that cost less will be available to people who fall under a lower income bracket.

Inclusionary zoning is one of many tools that can support housing affordability, and it presents a variety of benefits and limitations.

Benefits of IZ

Captures value of land in areas with strong housing markets. The Gainesville market has seen steady market-rate development in recent years in some neighborhoods, suggesting the potential to support development of some affordable housing.

Serves households earning up to 80% of Area Median Income (AMI), which is an area of need for Gainesville.

Does not require public subsidy, though public subsidy may be provided as an incentive to achieve more or deeper affordability.

Limitations of IZ

Does not work in weaker housing markets and submarkets, where an overly restrictive IZ policy risks decreasing housing development, which ultimately harms affordability by both failing to deliver the mandated IZ units and limiting overall housing supply. An IZ policy that is overly restrictive relative to nearby jurisdictions also risks driving new development outside of political boundaries.

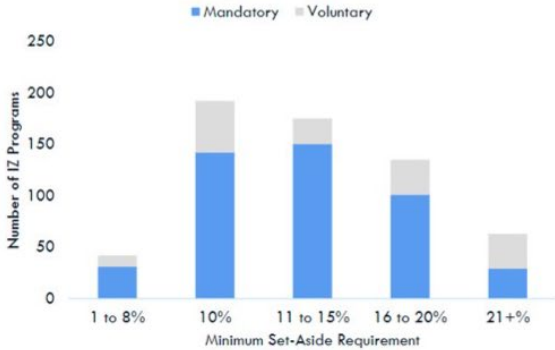
Do not serve very deep levels of affordability need, such as for households earning up to 30% AMI. For these residents, other alternatives such as housing vouchers should be layered with increased supply of rent-restricted affordable housing.

Need to triangulate and optimize between maximizing depth of affordability, ensuring continued housing development, and limiting the cost of incentives.

| Key Program Design Element | Recommendation |
|--|---|
| Set Aside & Affordability Requirements: calibrating depth and amount of affordable units, vs. feasibility of requiring units | <ul style="list-style-type: none"> • 10% affordable units at 80% AMI |
| In-Lieu Fee / Flexibility for Compliance | <ul style="list-style-type: none"> • Establish in-lieu fee option, set at \$120-160K per affordable unit that would have been built under IZ; adjust fee level every two years |
| Development Scale (Size of Developments Subject to IZ) | <ul style="list-style-type: none"> • Apply IZ requirements to multifamily residential developments with ten or more units |
| Applicability (Voluntary vs. Mandatory, Applicability to Existing Developments) | <ul style="list-style-type: none"> • Voluntary opt-in for geographies outside of IZ policy • Incentives applicable to non-market rate units • Not applicable to existing development |
| Affordability Term / Duration | <ul style="list-style-type: none"> • 99 years |
| Unit Pricing (based on household income and size) | <ul style="list-style-type: none"> • Follow existing HUD guidelines |
| Unit Characteristics | <ul style="list-style-type: none"> • Ensure affordable units are identical with market-rate units |
| Concurrency of Delivery of Affordable Units | <ul style="list-style-type: none"> • Include a concurrency requirement |
| Fractional Units | <ul style="list-style-type: none"> • Adopt normal rounding rules, rounding up for fractional units above 0.5 |

IZ policies around the country typically serve households earning up to 80% or 120% AMI, and require 10, 15, or 20% minimum set-asides.

For programs with greater than 20% affordability set-aside requirements, over half of the IZ programs are voluntary. The depth and amount of affordability required in each program depends on the strength of the local housing market. The programs also vary in the incentives that are offered to support housing development.



Precedent IZ Requirements

Existing IZ policies vary in their design, depending on local market conditions, public goals, and available tools.

| City | Affordability Level | Length of Affordability | Portion of Development | In-Lieu Fee Amount Per Rental Unit |
|------------------|---|--|---|---|
| Atlanta, GA | 60-80% AMI | 20 years | 10% of units for incomes \leq 60% AMI, or 15% of units for incomes \leq 80% AMI | \$124,830 - \$167,364 (varies by geography) |
| Boston, MA | 70% AMI | 30 years, with the right to renew for 20 years | 13% of total number of units on-site (citywide; percentage varies by zone) | \$68,400 (market-rate); \$380,000 (affordable) |
| Burlington, VT | 65% AMI | 99 years | 15-25% of units, depending on the avg. price of the market-rate homes | No in-lieu fee |
| New Orleans, LA | 60% AMI | 99 years | 10% of units (Tier 1); 5% of units (Tier 2); voluntary (Tier 3) | HR&A proposal: \$29,100 (market-rate); \$291,000 (affordable) |
| Newtown, MA | 80-120% AMI | 40 years | 10% of total habitable space | |
| Norwalk, CT | 60% AMI (based on state income) | In perpetuity | 10% of total units | Fee based on a percentage of State of CT median income; percentage varies by affordability level of unit |
| Seattle, WA | 60% AMI | 75 years | 5-7% of total units | \$5.00 - \$32.75 per square foot |
| Stamford, CT | 50% AMI | Life of building | 10% of units | Fee based on a percentage of SMSA median household income; percentage varies by affordability level of unit |
| Washington, D.C. | 60% MFI; tenant must not spend $>$ 41% of income on housing | Life of building | 8-10% of residential square footage | No in-lieu fee |

Thank You

APPENDIX C. – Examples and Memorandums of Understanding

Return to:
Patrice Boyes, Esq.
 5700 SW 34th St. Ste. 1120
 Gainesville, Florida 32608

[SPACE ABOVE RESERVED FOR RECORDING INFORMATION]

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (“Declaration”) is made this 21st day of November, 2022, by WEST UNIVERSITY GAINESVILLE OWNER, LLC, a Delaware limited liability company registered to conduct business in Florida, and its successors and assigns (collectively, “OWNER” or “GRANTOR”) having an address of c/o Lincoln Ventures, LLC, 704 West 9th Street, Austin, Texas 78701, and the CITY OF GAINESVILLE, a municipal corporation of the State of Florida (“CITY”).

RECITALS

- A. GRANTOR is the fee simple owner of that certain real property situated in the City of Gainesville, in the County of Alachua, Florida, more particularly described in **Exhibit A** attached hereto and made a part hereof (hereinafter the “Restricted Property”);
- B. The Restricted Property is located at 1209-1227 West University Avenue, in Gainesville. The CITY adopted Ordinance 210032 on September 2, 2021 and Ordinance 210033 on October 21, 2021 (together, “Ordinances”), which amended the land use and zoning, respectively, for the Restricted Property to permit construction of a residential development as further described in the Ordinances (hereinafter the “Project”);
- C. The Ordinances expressly required that GRANTOR record a restrictive covenant to maintain the affordability of 10% of the total number of residential units in the Project as Affordable Housing Units, as defined in this Declaration and as further described in the Ordinances;
- D. GRANTOR’s affiliate, Lincoln Ventures, LLC, executed a Memorandum of Understanding dated May 26, 2021 (“MOU”) with the Gainesville Housing Authority (“GHA”), which documents the terms and conditions for establishing occupancy of the Affordable Housing Units; a copy of the Ordinances and MOU is attached as composite **Exhibit B**, adopted and made a part hereof;
- E. The Gainesville Housing Authority (“GHA”), and its successors and assigns, is for all material purposes under this Declaration a designee of the CITY as it regards the administration of this Declaration, but the CITY also reserves for itself the right and obligation to administer and enforce this Declaration;

- F. The terms and conditions in the Ordinances and MOU set forth the nature and extent of the Affordable Housing Units to be reserved on the Restricted Property;
- G. It is the intent of the restrictions in this Declaration to maintain the affordability of certain units as described herein and to further the public policy of the CITY of increasing the affordable housing stock in the CITY and, in particular, on the Restricted Property;
- H. The CITY has agreed to issue a Certificate of Occupancy upon recordation of this Declaration and upon fulfillment of all other conditions of the MOU, the Ordinances, the CITY's requirements in its Land Development Code and administration of the Florida Building Code, and construction permits issued or to be issued for development of the Restricted Property;
- I. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that the Restricted Property be held to certain restrictions, all of which are more particularly hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

- 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. GRANTOR hereby imposes on the Restricted Property the following restrictions:
 - a. GRANTOR shall reserve and maintain ten percent (10%) of the total number of Project units as Affordable Housing Units, as defined in this Declaration. The Affordable Housing Units shall consist of two-bedroom units maintained at a discount rate established using the Florida Housing Finance Corporation's "Two Person" income limits¹ for Alachua County (2020), as adjusted for the current year; and
 - b. GRANTOR and GHA shall undertake negotiations to determine the terms and conditions of the lease for Affordable Housing Units, including those terms and conditions required by the U.S. Department of Housing and Urban Development (HUD) in its standard tenant-based Housing Assistance Payments Contracts (HAP), if applicable, as determined by the GHA and not to exceed ten percent (10%) of the total units in the Project on the Restricted Property. The HAP also shall contain provisions by which GHA shall: (1) make rent payments for the term of the HAP contract; (2) allow the GRANTOR to fill an Affordable Housing Unit with market-rate tenants if GHA is unable to identify an eligible tenant for the Affordable Housing Unit from its waiting list no later than 60 days after GRANTOR notifies GHA of a vacancy, but which every vacancy in the Project thereafter must be made available as an Affordable Housing Unit until again 10% of Project units are used as Affordable Housing Units; and
 - c. The GHA shall be responsible for initially screening and determining eligibility to lease an Affordable Housing Unit in the GRANTOR's Project. The Project's on-

¹ See: <http://flhousingdata.shimberg.ufl.edu/> for illustration of Developer's rent discount determination, in this instance not to exceed rent limits set for 80% AMI for a two-person, two-bedroom unit.

site management will income-qualify candidates vetted and proposed by the GHA by verifying that monthly income limits meet the requirements for Affordable Housing Units as defined in this Declaration, and are no less than three times that of the proposed monthly housing cost. Where the proposed monthly housing cost can be reduced further by GHA provision of an approved housing voucher, that resulting reduced monthly housing cost will be used to qualify a proposed tenant's monthly income limits (i.e. no less than three times the difference between the original affordable housing cost and the voucher) to allow access to affordable housing cost for candidates earning from Fifty percent (50%) up to Eighty percent (80%) of Area Median Income (AMI) as determined by the GHA. A tenant shall not be permitted to assign their lease or sublease their unit without both GHA's and GRANTOR's prior written consent, in the GHA's and GRANTOR's sole and absolute discretion; and

- d. "Affordable Housing Units" means units that are affordably priced for households earning between 50% and 80% of the Gainesville Metropolitan Statistical Area (MSA) Area Median Income (AMI), as established by the United States Department of Housing and Urban Development (HUD). "Affordably priced" means that no more than 30% of household income is spent on housing cost. "Housing cost" means the total monthly payments for the Affordable Housing Unit for rent and all utilities or essential housing services, not including telephone. "Households" means all related or unrelated persons who will occupy the Affordable Housing Unit and share living arrangements.
 - e. The Affordable Housing Units reserved by GRANTOR shall be constructed such that all unit finishes are identical to market-rate units and locations within the structure are equally dispersed relative to market-rate units. Occupants of Affordable Housing Units shall have equal access to all amenities constructed on the property, relative to market-rate units.
3. GRANTOR's obligation to provide Affordable Housing Units on the Restricted Property is expressly conditioned and contingent on GRANTOR obtaining all necessary permits and approvals from state, local, and federal government or quasi-governmental agencies (with jurisdiction over the Restricted Property) in unappealable final form to construct the Project in substantially the same configuration and dimension as depicted in the MOU and the Ordinances.
 4. In the remaining paragraphs, all references to "GRANTOR," "CITY," and "GHA" shall also mean and refer to their respective successors and assigns.
 5. For the purpose of monitoring the restrictions contained herein, GHA and the CITY are hereby granted a right of entry upon and access to the Restricted Property at reasonable times and with reasonable notice to the GRANTOR.
 6. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and CITY and to any and all parties hereafter having any right, title, or interest in the Restricted Property or any part thereof. The CITY may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. This Declaration shall continue in

perpetuity, other than is provided in Section 8, unless otherwise modified in writing by GRANTOR and CITY. Other than in connection with a foreclosure, GRANTOR shall notify CITY in writing thirty (30) days prior to any conveyance or sale granting or transferring the Restricted Property or portion thereof to any heirs, successors, assigns, or grantees, including without limitation, the conveyance of any security interest in said Restricted Property.

7. To ensure the perpetual nature of these restrictions, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration.
8. This Declaration is binding until the earlier of the following two occurrences: (1) a release of this Declaration is executed by the CITY and is recorded in the public records of the county in which the Restricted Property is located; or (2) the Project on the Restricted Property is demolished or converted to a non-residential use in which case this Declaration shall terminate without notice or further action by any party hereto.
9. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.
10. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Restricted Property in fee simple and has good right to create, establish, and impose this Declaration on the use of the Restricted Property. GRANTOR also covenants and warrants that the Restricted Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR's rights to impose the restrictive covenant described in this Declaration except for the lien of that certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated December 3, 2021 recorded on December 6, 2022 at Official Records Book 4957, Page 126, in the public records of Alachua County, Florida.
11. If a default occurs under this Declaration, the CITY shall provide the GRANTOR with written notice setting forth with particularity the alleged violation and shall provide at least thirty (30) days to cure the alleged violation, prior to exercising its remedies. The CITY may extend the cure period in its sole discretion. Failure to send such timely notice shall not be a waiver of any of the CITY's rights.
12. The prevailing party in any action to interpret or enforce this Declaration shall be entitled to an award of reasonable attorneys' fees, all costs whether taxable or not, and the costs of collection plus interest for all actions from trial through the appellate level.
13. All mortgages placed against the Restricted Property after execution of this instrument, or any portion thereof, shall be subject to and subordinate to this Declaration. All mortgagees and lienholders securing or recording their interest in the Restricted Property after this Declaration acknowledge the terms and conditions of this Declaration and that any mortgage or deed of trust placed against the Restrictive Property is subordinate to this Declaration. In the event of foreclosure, this Declaration shall not be released, and the Mortgagee or any person who takes title to the Restricted Property through a foreclosure sale shall become a transferee in accordance with this Declaration.

14. Neither this Declaration, nor any part hereof, may be amended, modified, or released other than as provided herein by an instrument in writing executed by a duly authorized official of the CITY, and by a duly authorized representative of the GRANTOR. Any amendment to this Declaration that alters the terms and conditions set forth herein shall be deemed effective only when recorded in the Official Records of Alachua County, Florida.
15. Any notices given under this Declaration shall be in writing and delivered by certified mail (return receipt requested, postage pre-paid), by hand, or by reputable private overnight commercial courier service as follows:

If to the CITY:

If to the GRANTOR:

West University Gainesville Owner, LLC
c/o Lincoln Ventures LLC dba LV Collective
704 West 9th Street
Austin, Texas 78701
Attn: Scott Burns




Notices shall be deemed delivered as follows: (i) if hand delivered, then on the date of delivery or refusal thereof; (ii) if by overnight courier service, then on the next business day after deposit with the overnight courier service; and (iii) if by certified mail (return receipt requested, postage pre-paid), then on the date of actual delivery or refusal thereof. The parties will provide updated addresses to each other.

16. This Declaration shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Florida, without reference to the conflicts of laws provisions thereof. The GRANTOR and the CITY irrevocably submit to the jurisdiction of the state courts of competent jurisdiction in Alachua County, Florida, for the purposes of any suit, action, or other proceeding arising out of this Declaration or any transaction contemplated hereby. The GRANTOR and CITY irrevocably and unconditionally waive any objection to the laying of venue of any action, suit, or proceeding arising out of this Declaration in the courts of Alachua County, Florida, and hereby further waive and agree not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.
17. This Declaration may be executed in any number of counterparts with the same effect as if the signatures on each counterpart were upon a single instrument. All counterparts, taken together, shall constitute the Declaration.

18. TO THE EXTENT PERMITTED BY LAW, ALL PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION ARISING IN RESPECT OF THIS DECLARATION.
19. Each party agrees to execute and deliver to the other party such additional documents and instruments as the other party reasonably may request in order to fully carry out the purposes and intent of this Declaration; provided that such additional documents and instruments do not materially increase the obligations or burdens upon the second party.
20. Provided that the GRANTOR has exercised reasonable due diligence in the performance of its obligations and duties herein, the GRANTOR shall not be liable in the event a household of a tenant submits falsified documentation, commits fraud, or breaches any representation or warranty contained in this Declaration.
21. Any review or approval by the CITY in the administration or enforcement of this Declaration shall not be deemed to be an approval, warranty, or other certification by the CITY as to compliance of the Project or Restricted Property with any building codes, regulations, standards, laws, or any other requirements contained in this Declaration or any other covenant granted in favor of the CITY that is filed among the Official Records of Alachua County; or otherwise contractually required. The CITY shall incur no liability in connection with the CITY's review of any submissions required under this Declaration as its review is solely for the purpose of protecting the CITY's interest under this Declaration.

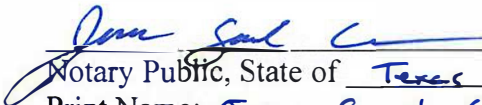
IN WITNESS WHEREOF, David Kanne, as Authorized Representative of WEST UNIVERSITY GAINESVILLE OWNER, LLC, a Delaware limited liability company, has executed this instrument this 21st day of November 2022.

THIS SPACE LEFT BLANK INTENTIONALLY
SIGNATURES BEGIN ON NEXT PAGE

| | |
|--|--|
| <p>WITNESSES:</p> <p> Print Name: <u>Scott Burns</u></p> <p> Print Name: <u>KEELY DOERING</u></p> | <p>GRANTOR:</p> <p>WEST UNIVERSITY GAINESVILLE OWNER, LLC, a Delaware limited liability company</p> <p>By:  Name: David Kanne Title: Authorized Representative</p> |
|--|--|

STATE OF TEXAS
COUNTY OF Texas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of November, 2022, by DAVID KANNE, who is personally known to me or has produced Texas Drivers License as identification.


Notary Public, State of Texas
Print Name: Jason S Carr



SIGNATURES CONTINUE ON NEXT PAGE

| | |
|--|--|
| <p>WITNESSES:</p> <p>_____</p> <p>Print Name: _____</p> <p>_____</p> <p>Print Name: _____</p> | <p>GRANTEE:</p> <p>_____</p> <p>Print Name: _____</p> |
|--|--|

IN WITNESS WHEREOF, the CITY of Gainesville has executed this instrument this ____ day of _____, 202__.

_____, Mayor

Approved as to form and legality:

Attest:

City Attorney Date

Omichele D. Gainey, City Clerk

EXHIBIT A TO DECLARATION

Legal Description of Property

EXHIBIT A

Legal Description of Project Property

Property 1

LOTS 1, 2, AND 3, BLOCK 3, OF UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 77, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

Property 2

PARCEL I:

LOT 4, BLOCK 3 OF UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL II:

LOT 5, BLOCK 3 OF UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL III:

THE EAST 39.28 FEET OF LOT 6, BLOCK 3, UNIVERSITY PLACE, AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL IV:

THE WEST 13.09 FEET OF LOT 6 AND THE EAST 26.91 FEET OF LOT 7, BLOCK 3, UNIVERSITY PLACE, AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

COMPOSITE EXHIBIT B

**Ordinances 210032, 210033
Memorandum of Understanding dated May 26, 2021**

ORDINANCE NO. 210032

1
2
3 **An ordinance of the City of Gainesville, Florida, amending the Future Land Use**
4 **Map of the Comprehensive Plan by overlaying the Planned Use District (PUD)**
5 **land use category on approximately 0.945 acres of property generally located**
6 **at the SW corner of the intersection of W University Avenue and SW 12th**
7 **Street, as more specifically described in this ordinance; providing land**
8 **development regulations; providing directions to the City Manager; providing**
9 **a severability clause; providing a repealing clause; and providing an effective**
10 **date.**

11
12 **WHEREAS**, Section 163.3167, Florida Statutes, requires the City of Gainesville to maintain a
13 Comprehensive Plan to guide the future development and growth of the city; and

14 **WHEREAS**, the City of Gainesville Comprehensive Plan, as required by Section 163.3177(1),
15 Florida Statutes, must provide the principles, guidelines, standards, and strategies for the
16 orderly and balanced future economic, social, physical, environmental, and fiscal development
17 of the city as reflected by the community's commitments to implement such plan; and

18 **WHEREAS**, Section 163.3177(6), Florida Statutes, requires the City of Gainesville
19 Comprehensive Plan to include a Future Land Use Element with a Future Land Use Map that
20 designates the future general distribution, location, and extent of the uses of land for
21 residential, commercial, industry, agriculture, recreation, conservation, education, public
22 facilities, and other categories of the public and private uses of land, with the goals of
23 protecting natural and historic resources, providing for the compatibility of adjacent land uses,
24 and discouraging the proliferation of urban sprawl; and

25 **WHEREAS**, this ordinance, which was noticed as required by law, will amend the Future Land
26 Use Map of the Comprehensive Plan by overlaying the Planned Use District (PUD) land use
27 category on the property that is the subject of this ordinance; and

28 **WHEREAS**, the PUD land use category is an overlay land use district that may be applied to any
29 specific property in the City, and which allows the consideration of unique, innovative, or
30 narrowly-construed land use proposals that might otherwise not be allowed in the underlying
31 land use category; and

32 **WHEREAS**, the PUD land use category, including all of its unique and specific land development
33 regulations, is freely negotiated and voluntarily agreed to by the owner/developer of the
34 subject property, thereby precluding any claims or actions under Florida law regarding
35 regulatory takings, the Bert J. Harris, Jr., Private Property Rights Protection Act, development
36 exactions under common law or Section 70.45, Florida Statutes, or the affordable housing
37 provisions in Section 125.01055, Florida Statutes; and

38 **WHEREAS**, this amendment to the Future Land Use Map of the City of Gainesville
39 Comprehensive Plan proposed herein qualifies as a small-scale development amendment as
40 provided in Section 163.3187, Florida Statutes; and

41 **WHEREAS**, the City Plan Board, which acts pursuant to the authority granted in Section 4.02 of
42 the Charter Laws of the City of Gainesville and which acts as the Local Planning Agency
43 pursuant to Section 163.3174, Florida Statutes, held a public hearing on May 27, 2021, to
44 consider this application and provide a recommendation to the City Commission; and

45 **WHEREAS**, at least five days' notice has been given once by publication in a newspaper of
46 general circulation notifying the public of this proposed ordinance and a public hearing held by
47 the City Commission; and

48 **WHEREAS**, the public hearing was held pursuant to the notice described above at which
49 hearing the parties in interest and all others had an opportunity to be and were, in fact, heard.

50 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE,**

51 **FLORIDA:**

52 **SECTION 1.** The Future Land Use Map of the City of Gainesville Comprehensive Plan is
53 amended by overlaying the Planned Use District (PUD) land use category on the following
54 property that has an underlying land use category of Urban Mixed-Use High-Intensity (UMUH):

55 See legal descriptions attached as **Exhibit A** and made a part hereof as if set
56 forth in full. The location of the property is shown on **Exhibit B** for visual
57 reference. In the event of conflict or inconsistency, **Exhibit A** shall prevail over
58 **Exhibit B.**

59

60 **SECTION 2.** The property described in Section 1 of this ordinance is governed by the following
61 regulations:

- 62 1. The development may have no more than 151 dwelling units, and may have no more
63 than 506 bedrooms.
- 64 2. A maximum building height of 10 stories is allowed for that portion of the building
65 abutting the west, West University Avenue, the rear alley, and that portion of the
66 eastern façade that lies outside of the University Heights-South Historic District 100-
67 foot buffer. Within the 100-foot buffer, the maximum building height is four (4) stories.
- 68 3. Total project non-residential square footage may not exceed 6,500 square feet.
69 Accessory uses to the multi-family residential, such as leasing office and amenities
70 exclusive to residents, will not count against the maximum non-residential square
71 footage allowed.
- 72 4. A minimum of 10% of the residential dwelling units developed must be Affordable
73 Housing Units. Affordable Housing Units means units that are affordably priced for
74 households earning between 50% and 80% of the Gainesville Metropolitan Statistical
75 Area (MSA) Area Median Income (AMI), as established by the United States Department
76 of Housing and Urban Development (HUD). Affordably priced means that no more than
77 30% of household income is spent on housing. These units must remain permanent
78 Affordable Housing Units through a binding legal document as approved to form and
79 legality by the City Attorney's Office and recorded in the Public Records of Alachua
80 County, Florida, which ensures that the units will permanently (for the life of the
81 development) remain Affordable Housing Units.
- 82 5. Affordable Housing Units must be constructed such that all unit finishes are identical to
83 market-rate units and locations within the structure are equally dispersed relative to

84 market-rate units. In addition, occupants of Affordable Housing Units must have equal
85 access to all amenities constructed on the property, relative to market-rate units.

86

87 **SECTION 3.** The property described in Section 1 of this ordinance has an underlying land use
88 category of Urban Mixed-Use High-Intensity (UMUH). This underlying land use category is
89 neither abandoned nor repealed, but is inapplicable as long as a Planned Development District
90 (PD) zoning ordinance implanting this PUD land use overlay is adopted by the City Commission
91 within 18 months of the effective date of this plan amendment as provided in this ordinance.
92 If the aforesaid time period expires without the adoption of an implementing PD zoning
93 ordinance, this ordinance will be void and have no further force and effect and the City may
94 amend the Future Land Use Map accordingly.

95 **SECTION 4.** The City Manager or designee is authorized and directed to make the necessary
96 changes to maps and other data in the City of Gainesville Comprehensive Plan in order to
97 comply with this ordinance.

98 **SECTION 5.** If any word, phrase, clause, paragraph, section, or provision of this ordinance or
99 the application hereof to any person or circumstance is held invalid or unconstitutional, such
100 finding will not affect the other provisions or applications of this ordinance that can be given
101 effect without the invalid or unconstitutional provision or application, and to this end the
102 provisions of this ordinance are declared severable.

103 **SECTION 6.** All ordinances or parts of ordinances in conflict herewith are to the extent of such
104 conflict hereby repealed on the effective date of this amendment to the Comprehensive Plan.

105 **SECTION 7.** This ordinance will become effective immediately upon adoption; however, the
106 effective date of this amendment to the City of Gainesville Comprehensive Plan, if not timely

107 challenged, will be 31 days after adoption. If challenged within 30 days after adoption, this
108 amendment will become effective on the date the state land planning agency or the
109 Administration Commission issues a final order determining the amendment to be in
110 compliance with Chapter 163, Florida Statutes. No development orders, development permits,
111 or land uses dependent on this Comprehensive Plan amendment may be issued or commenced
112 before this amendment has become effective.

113

114 **PASSED AND ADOPTED** this 2nd day of September, 2021.

115
116
117
118
119
120



LAUREN POE
MAYOR

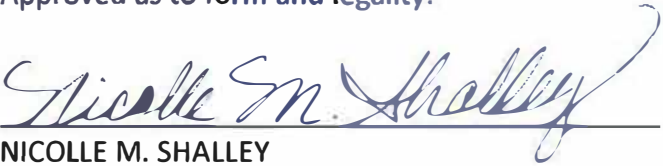
121 Attest:

Approved as to form and legality:

122
123
124
125
126
127
128
129



OMICHELE D. GAINERY
CITY CLERK



NICOLLE M. SHALLEY
CITY ATTORNEY

Exhibit A for Ordinance 210032

PARCEL I:

LOT 4, BLOCK 3 OF UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL II:

LOT 5, BLOCK 3 OF UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL III:

THE EAST 39.28 FEET OF LOT 6, BLOCK 3, UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL IV:

THE WEST 13.09 FEET OF LOT 6 AND THE EAST 26.91 FEET OF LOT 7, BLOCK 3, UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL V:

LOTS 1, 2 AND 3, BLOCK 3 OF UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

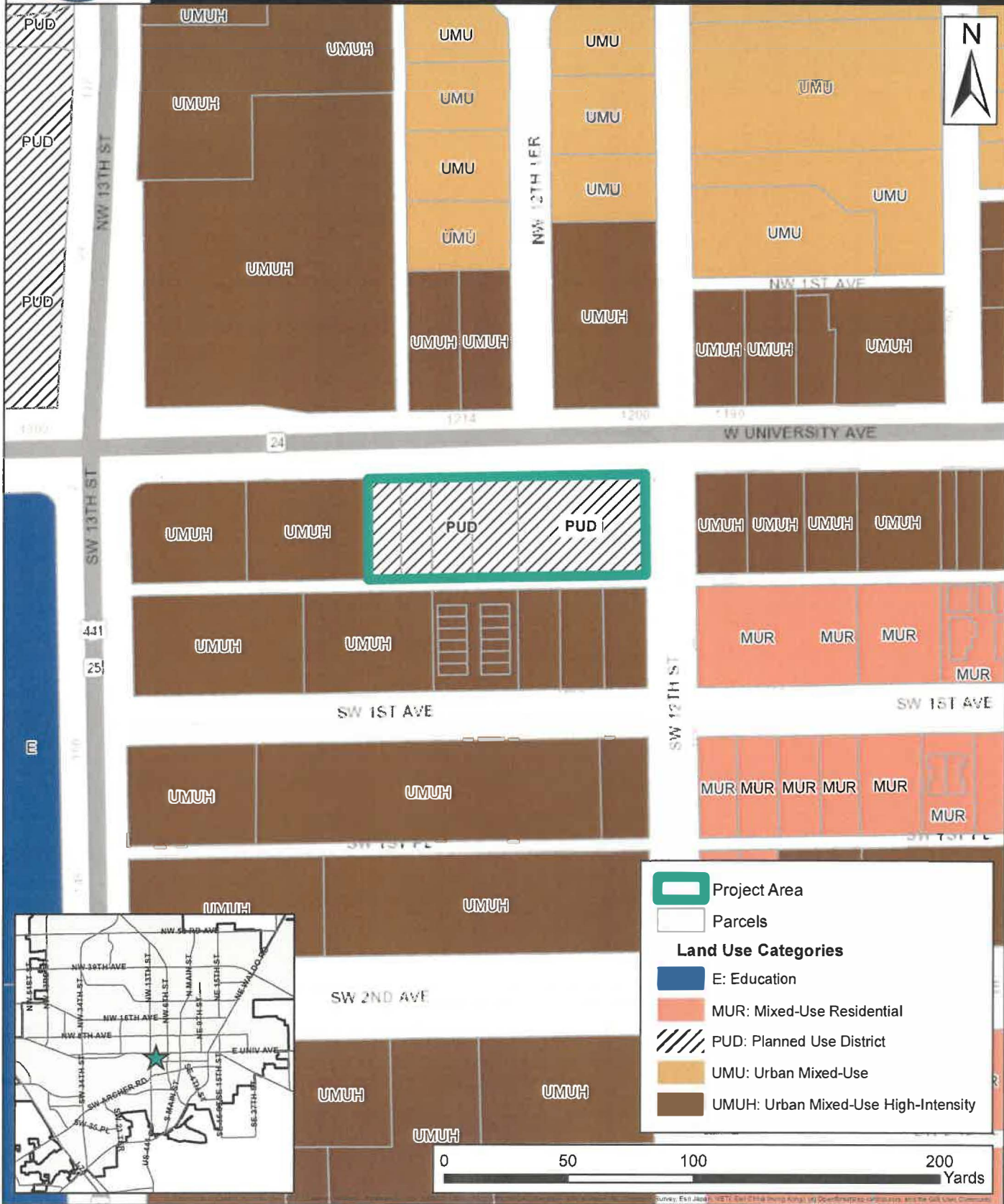


PB-21-00055 - Lincoln Ventures Land Use Change - Existing Land Use



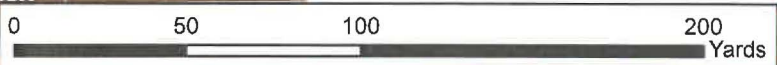


PB-21-00055 - Lincoln Ventures Land Use Change - Proposed Land Use



Legend

- Project Area
- Parcels
- Land Use Categories**
- E: Education
- MUR: Mixed-Use Residential
- PUD: Planned Use District
- UMU: Urban Mixed-Use
- UMUH: Urban Mixed-Use High-Intensity



ORDINANCE NO. 210033

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

An ordinance of the City of Gainesville, Florida, amending the Zoning Map Atlas by rezoning approximately 0.945 acres of property generally located at the SW corner of the intersection of W University Avenue and SW 12th Street, as more specifically described in this ordinance, from Urban 9 (U9) to Planned Development (PD); providing land development regulations; providing directions to the City Manager; providing a severability clause; providing a repealing clause; and providing an effective date.

WHEREAS, Section 163.3167, Florida Statutes, requires the City of Gainesville to maintain a Comprehensive Plan to guide the future development and growth of the city; and

WHEREAS, Section 163.3177(6), Florida Statutes, requires the City of Gainesville Comprehensive Plan to include a Future Land Use Element with a Future Land Use Map that designates the future general distribution, location, and extent of the uses of land for residential, commercial, industry, agriculture, recreation, conservation, education, public facilities, and other categories of the public and private uses of land, with the goals of protecting natural and historic resources, providing for the compatibility of adjacent land uses, and discouraging the proliferation of urban sprawl; and

WHEREAS, the City of Gainesville is required by Section 163.3202, Florida Statutes, to adopt or amend and enforce land development regulations that are consistent with and implement the Comprehensive Plan and that are combined and compiled into a single land development code for the city; and

WHEREAS, the City of Gainesville Land Development Code (Chapter 30 of the City of Gainesville Code of Ordinances) establishes zoning districts to implement the Comprehensive Plan and land development regulations on specific classifications of land within the city; and

27 **WHEREAS**, this ordinance, which was noticed as required by law, will amend the Zoning Map
28 Atlas by rezoning the property that is the subject of this ordinance to Planned Development
29 (PD) district; and

30 **WHEREAS**, PD district zoning is a zoning category that allows landowners or developers to
31 submit unique proposals that are not addressed or otherwise provided for in the zoning
32 districts and land development regulations established by the City of Gainesville Land
33 Development Code; and

34 **WHEREAS**, the PD zoning district, including all of its unique and specific land development
35 regulations, is freely negotiated and voluntarily agreed to by the owner/developer of the
36 subject property, thereby precluding any claims or actions under Florida law regarding
37 regulatory takings, the Bert J. Harris, Jr., Private Property Rights Protection Act, development
38 exactions under common law or Section 70.45, Florida Statutes, or the affordable housing
39 provisions in Section 125.01055, Florida Statutes; and

40 **WHEREAS**, the City Plan Board, which acts pursuant to the authority granted in Section 4.02 of
41 the Charter Laws of the City of Gainesville and which acts as the Local Planning Agency
42 pursuant to Section 163.3174, Florida Statutes, held a public hearing on May 27, 2021, to
43 consider this application and provide a recommendation to the City Commission; and

44 **WHEREAS**, an advertisement no less than two columns wide by ten inches long was placed in a
45 newspaper of general circulation and provided the public with at least seven days' advance
46 notice of this ordinance's first public hearing to be held by the City Commission; and

47 **WHEREAS**, a second advertisement no less than two columns wide by ten inches long was
48 placed in the aforesaid newspaper and provided the public with at least five days' advance

49 notice of this ordinance’s second public hearing to be held by the City Commission; and

50 **WHEREAS**, the public hearings were held pursuant to the notice described above at which
51 hearings the parties in interest and all others had an opportunity to be and were, in fact,
52 heard; and

53 **WHEREAS**, the City Commission finds that the rezoning of the subject property will be
54 consistent with the City of Gainesville Comprehensive Plan when the amendment to the
55 Comprehensive Plan adopted by Ordinance No. 210032 becomes effective as provided therein.

56 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE,**
57 **FLORIDA:**

58 **SECTION 1.** The Zoning Map Atlas of the City of Gainesville is amended by rezoning the
59 following property from Urban 9 (U9) to Planned Development (PD):

60 See legal description attached as **Exhibit A** and made a part hereof as if set forth
61 in full. The location of the property is shown on **Exhibit B** for visual reference.
62 In the event of conflict or inconsistency, **Exhibit A** shall prevail over **Exhibit B**.

63
64 **SECTION 2.** The use and development of the property described in Section 1 of this ordinance
65 must be consistent with the PD layout plan and building elevations attached as **Exhibit C** and
66 made a part hereof as if set forth in full, as well as the regulations listed below. Except as
67 expressly provided in **Exhibit C** and the conditions below, the use, regulation, and development
68 of the property will be governed as if it were zoned Urban 9 (U9) and all development must be
69 in conformance with and regulated by the Land Development Code in effect at the time of
70 development approvals.

- 71 1. Allowable uses, as defined in the City’s Land Development Code, by right are as follows:
72 a. Multi-family dwelling
73 b. Single room occupancy residence

- 74 c. Alcoholic beverage establishment
 75 d. Business services
 76 e. Civic, social, or fraternal organization
 77 f. Day care center
 78 g. Drive-through facility
 79 h. Emergency shelter
 80 i. Exercise studio
 81 j. Farmers market
 82 k. Health services
 83 l. Hotel or motel
 84 m. Laboratory, medical or dental
 85 n. Library
 86 o. Light assembly, fabrication and processing
 87 p. Medical marijuana dispensing facility
 88 q. Microbrewery, microwinery, or microdistillery
 89 r. Office
 90 s. Office (medical, dental, or other health-related service)
 91 t. Personal services
 92 u. Place of religious assembly
 93 v. Professional school
 94 w. Public administration building
 95 x. Recreation, indoor
 96 y. Research development or testing facility
 97 z. Restaurant
 98 aa. Retail sales
 99 bb. Social service facility
 100 cc. Veterinary services
 101 dd. Vocational or trade school
- 102 2. The development may have no more than 151 dwelling units, and may have no more
 103 than 506 bedrooms.
- 104 3. A maximum building height of 10 stories is allowed for that portion of the building
 105 abutting the west, West University Avenue, the rear alley, and that portion of the

- 106 eastern façade that lies outside of the University Heights-South Historic District 100-
107 foot buffer. Within the 100-foot buffer, the maximum building height is four (4) stories.
- 108 4. Total project non-residential square footage may not exceed 6,500 square feet.
109 Accessory uses to the multi-family residential, such as leasing office and amenities
110 exclusive to residents, will not count against the maximum non-residential square
111 footage allowed.
- 112 5. A minimum of 10% of the residential dwelling units developed must be Affordable
113 Housing Units. Affordable Housing Units means units that are affordably priced for
114 households earning between 50% and 80% of the Gainesville Metropolitan Statistical
115 Area (MSA) Area Median Income (AMI), as established by the United States Department
116 of Housing and Urban Development (HUD). Affordably priced means that no more than
117 30% of household income is spent on housing. These units must remain permanent
118 Affordable Housing Units through a binding legal document as approved to form and
119 legality by the City Attorney's Office and recorded in the Public Records of Alachua
120 County, Florida, which ensures that the units will permanently (for the life of the
121 development) remain Affordable Housing Units.
- 122 6. Affordable Housing Units must be constructed such that all unit finishes are identical to
123 market-rate units and locations within the structure are equally dispersed relative to
124 market-rate units. In addition, occupants of Affordable Housing Units must have equal
125 access to all amenities constructed on the property, relative to market-rate units.
- 126 7. During development plan review, the owner/developer shall submit a list of building
127 materials and architectural standards for review, subject to approval by the City
128 Manager or designee, to ensure that all development within the PD is consistent with
129 the elevations and this ordinance.
- 130 8. Building facades oriented toward University Avenue must have non-reflective,
131 transparent windows or glazing area covering at least 65 percent of their surface area at
132 pedestrian level (between 3 feet above grade and 8 feet above grade) on the first floor.
133 Operable entrance doors must be included in the calculation of total surface area for
134 purposes of glazing.
- 135 9. The PD is located in Zone A of the Transportation Mobility Program Area (TMPA). Prior
136 to the second reading of this ordinance, the owner/developer shall sign a TMPA Zone A
137 Agreement or agreement for transportation mitigation based on the program in effect
138 at the time.
- 139 10. The development shall incorporate the following building placement standards:
- 140 a. University Avenue: a 20-25-foot (min-max) setback from the back of curb;
- 141 b. SW 12th Street: a 16-21-foot (min-max) setback from the back of curb;
- 142 c. Rear: a 3-foot setback to the south along the alley, measured from the shared
143 property line; and
- 144 d. Side interior: a 0-foot setback to the west, adjacent to tax parcel 13230-001-000,
145 measured from the shared property line.

- 146 11. Landscaping shall include a minimum 5-foot wide landscape zone along University
 147 Avenue and SW 12th Street. The location of the landscape zone may be modified by the
 148 City Manager or designee at development plan review in order to accommodate any
 149 Florida Department of Transportation (FDOT) right-of-way and public utility conflicts.
- 150 12. Sidewalks shall be a minimum of 10-foot wide on University Avenue and 6-foot wide on
 151 SW 12th Street. Sidewalk area may include street furniture, trash cans, light poles, and
 152 similar infrastructure.
- 153 13. All parking shall be internal to the development structure or on-street; no surface
 154 parking shall be allowed on the site. There must be a minimum of one bicycle space per
 155 2,000 square feet of Gross Floor Area (GFA), one bicycle space per 3 bedrooms, and one
 156 scooter/moped space per 6 bedrooms. On-street parking spaces may be converted to a
 157 pick-up/drop-off lane, subject to FDOT and City of Gainesville approval.
- 158 14. The University Avenue sidewalk will serve as pedestrian/bicycle access to developments
 159 west of the property.
- 160 15. The owner/developer shall fund at its full cost and expense any operational and safety
 161 modification(s) to the surrounding public rights-of-way which are deemed necessary by
 162 the City or County in conjunction with the final development plan.
- 163 16. A maximum of one (1) primary access point is allowed for the PD, off of the alley to the
 164 rear of the site, as preliminarily depicted on the PD Layout Plan attached as **Exhibit C**.
- 165 17. Each building must include a primary public entrance oriented toward the public right-
 166 of-way, and may be located at the building corner facing the intersection of two streets.
 167 Additional entrances may be provided on other sides of the building. Primary public
 168 entrances must be operable, clearly-defined, and highly-visible. In order to emphasize
 169 entrances, they must be accented by a change in materials around the door, recessed
 170 into the façade (alcove), or accented by an overhang, awning, canopy, or marquee.
 171 Building frontages along the street must have functional entrances at least every 150
 172 feet.

173

174 **SECTION 3.** The conditions and requirements in this ordinance will remain effective until such
 175 time as, upon either the City or the property owner(s) filling an application for rezoning, the
 176 City adopts an ordinance rezoning the subject property to another zoning district consistent
 177 with the Comprehensive Plan and Land Development Code.

178 **SECTION 4.** The City Manager or designee is authorized and directed to make the necessary
 179 changes to the Zoning Map Atlas to comply with this ordinance.

180 **SECTION 5.** If any word, phrase, clause, paragraph, section, or provision of this ordinance or

181 the application hereof to any person or circumstance is held invalid or unconstitutional, such
182 finding will not affect the other provisions or applications of this ordinance that can be given
183 effect without the invalid or unconstitutional provision or application, and to this end the
184 provisions of this ordinance are declared severable.

185 **SECTION 6.** All ordinances or parts of ordinances in conflict herewith are to the extent of such
186 conflict hereby repealed.

187 **SECTION 7.** This ordinance will become effective immediately upon adoption; however, the
188 rezoning will not become effective until the amendment to the City of Gainesville
189 Comprehensive Plan adopted by Ordinance No. 210032 becomes effective as provided therein.

190

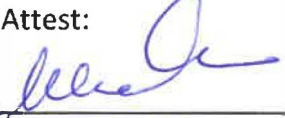
191 **PASSED AND ADOPTED** this 21st day of October, 2021.

192
193
194
195
196




LAUREN POE
MAYOR

197
198
199
200
201
202
203
204

Attest:


MICHELE D. GAINNEY
CITY CLERK
marie p. kessler
Deputy Clerk

Approved as to form and legality:


NICOLLE M. SHALLEY
CITY ATTORNEY

205 This ordinance passed on first reading the 2nd day of September, 2021
206 This ordinance passed on adoption reading the 21st day of October, 2021.

Exhibit A to Ordinance 210033**PARCEL I:**

LOT 4, BLOCK 3 OF UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL II:

LOT 5, BLOCK 3 OF UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL III:

THE EAST 39.28 FEET OF LOT 6, BLOCK 3, UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL IV:

THE WEST 13.09 FEET OF LOT 6 AND THE EAST 26.91 FEET OF LOT 7, BLOCK 3, UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL V:

LOTS 1, 2 AND 3, BLOCK 3 OF UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.



PB-21-00057 - Lincoln Ventures Rezoning - Existing Zoning





PB-21-00057 - Lincoln Ventures Rezoning - Proposed Zoning



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the **Gainesville Housing Authority** (“GHA”) and **Lincoln Ventures, LLC, its successor and assigns** (“Developer”), together referred to herein as the (“Parties”), regarding proposed redevelopment of that certain property (“Property”) located at 1209-1227 West University Avenue, Gainesville, Florida (“Project”).

WHEREAS, GHA is a duly authorized Public Housing Agency (“PHA”), as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)) and pursuant to chapter 421, Florida Statutes; and

WHEREAS, Developer proposes to develop dedicated Affordable Housing Units defined as housing for Residents up to Eighty percent (80%) of Area Median Income (AMI) as determined by the GHA, within a combination multi-family and student-oriented housing development to be located at the Property described in Exhibit “A”; and

WHEREAS, Developer proposes to reserve ten percent (10%) of its units consisting of two-bedroom units at lower than market rate for occupancy by eligible Residents who qualify to occupy Affordable Housing Units; and

WHEREAS, GHA and Developer desire to work together to facilitate development of Affordable Housing Units in the Project to help address a need for housing that is affordable to qualified residents in the Gainesville community near the urban core.

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

1. Purpose: The purpose of this MOU is to create a legal agreement to be carried out by GHA, as a PHA, and the Developer that will result in the coordinated development, operation and maintenance of Affordable Housing Units in Developer’s Project. It is the intent of the Parties that the Project will transform the approach to providing Affordable Housing Units in redevelopment projects in the City of Gainesville. Developer proposes to reserve ten percent (10%) of its units, consisting of two-bedroom units, at a discount rate established using the Florida Housing Finance Corporation’s “Two Person” income limits¹, for Alachua County (2020), as adjusted for the current year and, regardless of the renter’s AMI qualification for occupancy by eligible Residents whose eligibility is determined by GHA and the property management’s tenant qualifications; and

¹ See: <http://flhousingdata.shimberg.ufl.edu/> for illustration of Developer’s rent discount determination, in this instance not to exceed rent limits set for 80% AMI for a two-person, two-bedroom unit.

2. Zoning, Land Use, and Preliminary and Post-Development Approvals: The Developer is seeking a land use amendment and re-zoning to PUD-PD of the Property depicted in **Exhibit “A.”** The Parties recognize that the City of Gainesville, in its regulatory capacity, is the governmental entity that is vested with authority to grant or deny land use, zoning, and site development approvals. The parties agree that nothing contained in this MOU shall be interpreted or construed as an approval, waiver or contract to approve or waive any governmental requirement that the City has jurisdiction over in its regulatory capacity. This MOU shall be governed by the PUD-PD conditions adopted by the City of Gainesville as it relates to the obligations of the Developer under this MOU; the PUD-PD shall be incorporated into this MOU by reference.

3. Negotiations: The Parties shall undertake negotiations to determine the terms and conditions of the lease for Affordable Housing Units, including those terms and conditions required by the U.S. Department of Housing and Urban Development (HUD) in its standard tenant-based Housing Assistance Payments Contracts (HAP), if applicable, as determined by the GHA and not to exceed ten percent (10%) of the total units in the project. The HAP also shall contain provisions by which GHA shall: (1) make rent payments for the term of the HAP contract; and, (2) allow Developer to fill units with market-rate tenants if GHA is unable to identify an eligible tenant from its waiting list no later than 60 days after Developer notifies GHA of a vacancy.

4. Conditions: Developer’s obligations to provide Affordable Housing Units in its Project is expressly conditioned and contingent on Developer obtaining all necessary permits and approvals from local, state and federal governmental or quasi-governmental agencies (with jurisdiction over the Project) in unappealable final form to construct its Project in substantially the same configuration and dimension as depicted in **Exhibit “B”**.

5. Termination of MOU: This MOU may be terminated by written notice by GHA or the Developer for the following causes:

- i. Non-performance of any provision of this MOU by any party after notice and opportunity to cure
- ii. Failure by Developer to obtain final permits and approvals in unappealable form to construct its Project in substantially the same configuration and dimension as depicted in Exhibit “B.”

6. Determining Eligible Tenants: The GHA shall be responsible for initially screening and determining eligibility to lease an Affordable Housing Unit in the Developer’s Project. The project’s on-site management will income-qualify candidates vetted and proposed by the GHA by verifying that monthly income limits are no less than three times that of the proposed monthly affordable rent. Where the proposed monthly rent can be reduced further by

GHA provision of an approved housing voucher, that resulting reduced monthly rent will be used to qualify a proposed tenant's monthly income limits (i.e. no less than three times the difference between the original affordable rental and the voucher) to allow access to affordable rents for candidates earning from Fifty percent (50%) up to Eighty percent (80%) of Area Median Income (AMI) as determined by the GHA.

7. Notices: All official notices required by this MOU shall be made in writing and given to the parties at their respective addresses, facsimile numbers or e-mail addresses as specified below. Notice shall be deemed to have been duly given upon receipt by an agent of the party to whom the notice is addressed. Proper means for delivering notice shall be by (i) personal delivery, (ii) facsimile, (iii) electronic mail, (iv) registered or certified mail, postage prepaid, or (v) nationally recognized express courier (e.g. FedEx, UPS), charges prepaid. Delivery of notice after 5:00 pm Eastern Standard Time shall be deemed made on the next following business day. Notices shall be addressed as follows:

If to GHA: Pam Davis, CEO
1900 SE 4th Avenue
Gainesville, FL 32641
Pamelad@gnvha.org

If to Developer: Chris Johnson, EVP
Lincoln Ventures, LLC
2324 Guadalupe Street
Suite 200
Austin, Texas 78705
Chris@lincoln-ventures.com

8. Representations and Warranties. The Parties are fully authorized to execute this MOU: GHA is a PHA; Developer is a limited liability company in good standing under the laws of the State of Delaware and is the contract purchaser of the Property depicted in Exhibit "B." The Parties may rely on the signators appearing below as having full authority to bind their respective entities.

9. Governing Law: This MOU shall be construed and enforced in accordance with the laws of the State of Florida. Should any part or provision of this MOU be held unenforceable or in conflict with the law of the applicable jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding. The prevailing party in any dispute arising under, out of, or in relation to this MOU shall be entitled to reimbursement of its reasonable attorneys' fees and all costs, plus the cost of collection and interest.

10. Headings: Headings used in this MOU are provided for convenience only and shall not be used to construe meaning or intent of the parties.

11. Force Majeure: The parties shall be excused from performing their obligations under this MOU if performance is delayed or prevented by any event beyond the reasonable control and without the fault or negligence of the party seeking to excuse performance, including, but not limited to, acts of God, fire, terrorism, explosion, third party criminal acts, weather, plague, war, insurrection, civil strife or riots, provided, however, such performance shall be excused only to the extent of and during such disability and affected party makes commercially reasonable efforts to remove the disability. Any party seeking to excuse or delay performance under this section shall provide detailed written notice to the other parties of the nature and anticipated duration of the delay.

12. No Third-Party Beneficiaries: The parties do not intend that this MOU shall confer on any third party any right, remedy or benefit or that any third party shall have any right to enforce any provision of this MOU.

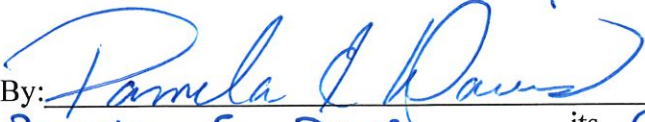
13. Indemnification: Subject to applicable laws, each party shall indemnify and hold the other parties, their directors, officers, agents and employees harmless from and against any and all losses, damages, liabilities, costs and expenses, including reasonable attorney and court costs, that may result from (a) any demand, claim or litigation brought by a third party and relating to, resulting from or arising out of the indemnifying party's breach of any of its duties, obligations, representations, warranties or covenants herein, or (b) the negligence, willful misconduct or fraud of the indemnifying party or its personnel in connection with the performance of this MOU. Notwithstanding anything contained herein to the contrary, nothing in this MOU shall be construed or interpreted to limit alter or modify any protections that GHA would be entitled to pursuant to Section 768.28, Florida Statutes, as may be amended.

To receive the foregoing indemnities, a party seeking indemnification must promptly and officially provide notice to the party or parties from which indemnification is being sought and tender to them the full authority to defend and settle the claim or suit; provided, however, that an indemnifying party will not enter into any settlement agreement or compromise of a claim that admits liability of an indemnified party without first receiving written authorization from the indemnified party. Following acceptance of the tender, an indemnified party may elect to hire legal counsel of its own choosing to monitor and participate in the defense, but such expense shall be borne solely by the indemnified party.

14. Miscellaneous: This MOU is intended to create a legal agreement between the GHA and Developer to set for the intent, understandings, and independent obligations of the Parties in their joint effort to bring about the construction of Affordable Housing Units in the Developer's Project on the terms outlined herein. This MOU may be revised from time to time

or terminated by written document approved by both the governing boards of the GHA and the Developer.

AGREED TO AND ACCEPTED May 26th, 2021, by the
GAINESVILLE HOUSING AUTHORITY

By: 
Pamela E. Davis, its CEO

AGREED TO AND ACCEPTED May 26, 2021, by LINCOLN
VENTURES, LLC


By: 
Scott Burns, its Partner

EXHIBIT A

Legal Description of Project Property

Property 1

LOTS 1, 2, AND 3, BLOCK 3, OF UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 77, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

Property 2

PARCEL I:

LOT 4, BLOCK 3 OF UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL II:

LOT 5, BLOCK 3 OF UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL III:

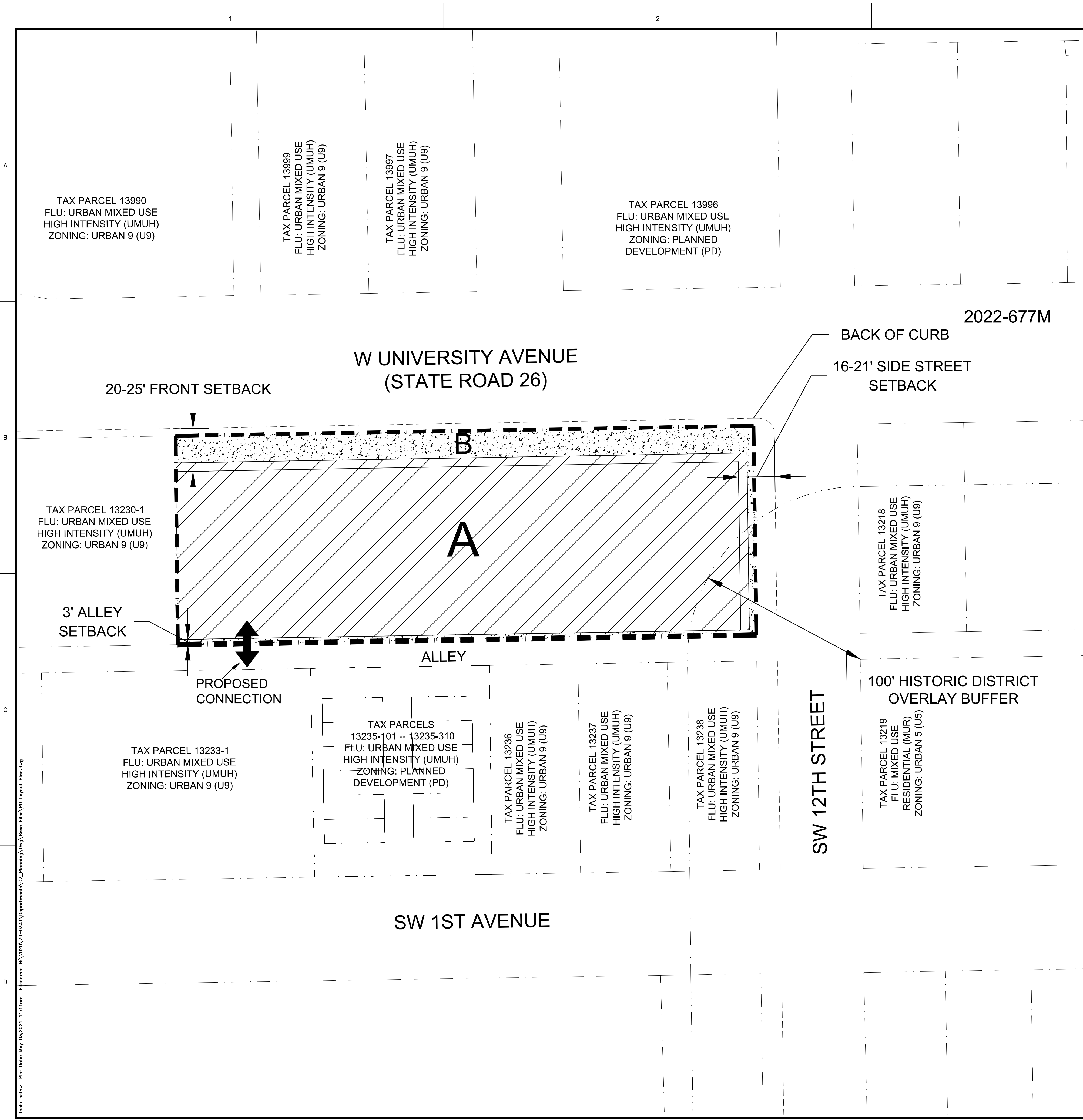
THE EAST 39.28 FEET OF LOT 6, BLOCK 3, UNIVERSITY PLACE, AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

PARCEL IV:

THE WEST 13.09 FEET OF LOT 6 AND THE EAST 26.91 FEET OF LOT 7, BLOCK 3, UNIVERSITY PLACE, AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE(S) 77, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

EXHIBIT B

Project Site Plan and Renderings/Description



LINCOLN VENTURES MULTIFAMILY PLANNED DEVELOPMENT PD LAYOUT PLAN

- GENERAL NOTES**
1. THE LAND USE AREA BOUNDARIES AND PROPOSED CONNECTION POINT ARE APPROXIMATE AND MAY BE ADJUSTED DURING DEVELOPMENT PLAN APPROVAL.
 2. VEHICULAR PARKING AND CIRCULATION SHALL BE LOCATED WITHIN LAND USE AREA 'A'.
 3. LAND USE AREA 'A' SHALL INCLUDE BOTH RESIDENTIAL DWELLINGS, NONRESIDENTIAL USES, AND RESIDENTIAL AMENITIES, INCLUDING BUT NOT LIMITED TO A LEASING OFFICE, FITNESS CENTER, COURTS, OUTDOOR TERRACES, SWIMMING POOLS, AND SUPPORTING INFRASTRUCTURE AND EQUIPMENT.
 4. NONRESIDENTIAL LAND USES PERMITTED IN LAND USE AREA 'A' SHALL BE LIMITED TO THOSE LISTED ORDINANCE.
 5. STORMWATER MANAGEMENT FACILITIES WILL BE LOCATED UNDERGROUND AND CAN BE LOCATED WITHIN ANY LAND USE AREA, AS NECESSARY.

CONDITIONS

- 1.

| LAND USE DATA | | | |
|------------------|---------------------|------|------|
| HATCH PATTERN | LAND USE AREA | AREA | |
| | | (AC) | (%) |
| [Dashed Box] | PROJECT SITE | 0.95 | 100% |
| [Diagonal Lines] | BUILDABLE AREA | 0.80 | 84% |
| [Stippled] | ONSITE PUBLIC REALM | 0.15 | 16% |

| DEVELOPMENT STANDARDS* | |
|--------------------------------------|--------|
| NUMBER OF UNITS, MAX.: | 151 |
| NUMBER OF BEDS, MAX.: | 506 |
| NUMBER OF PARKING SPACES, MIN.: | 90 |
| NONRESIDENTIAL GFA, MAX.: | 6,500 |
| SETBACKS (FROM BACK OF CURB): | |
| FRONT (UNIV AVE), MIN.-MAX.: | 20-25' |
| REAR (ALLEY), MIN.: | 3' |
| INTERIOR SIDE, MIN.: | 0' |
| STREET SIDE (12TH ST), MIN.-MAX.: | 16-21' |
| BUILDING STANDARDS: | |
| MAX. NUMBER OF STORIES: | 10 |

* BASED ON U9 DEVELOPMENT STANDARDS AND PD CONDITIONS

11801 Research Drive
Alachua, FL 32010
WWW.CHW-INC.COM
est. 1988 **FLORIDA**
CA-5075

CHW
Professional Consultants

SCALE: 1" = 30'
VERIFY SCALE
BASE IS INCORPORATED
ON ORIGINAL DRAWING
IF NOT ONE INCH ON
SCALE, ACCORDINGLY.

CONSTRUCTION/REV. REVISIONS

SUBMITTALS: MAX. 15, 2021
RESUBMITTAL: MAY 31, 2021

CLIENT: LINCOLN VENTURES
PROJECT: PLANNED DEVELOPMENT
SHEET TITLE: PD LAYOUT PLAN

TECHNICAL: SW
RESPONSIBLE: SW
CHECKED: RT & CB
PROJECT NUMBER: 20-0341

SHEET NO: 1 of 1

Tech: [unreadable] Plot Date: May 03, 2023 11:11am File: [unreadable] N:\2020\20-0341\Department\02_Planing\Draw\Task\Plan_PD_Layout_Plan.dwg

design 2022-677M

2022-677C

dwell

Elevations

1225 University Ave.

Gainesville, Florida

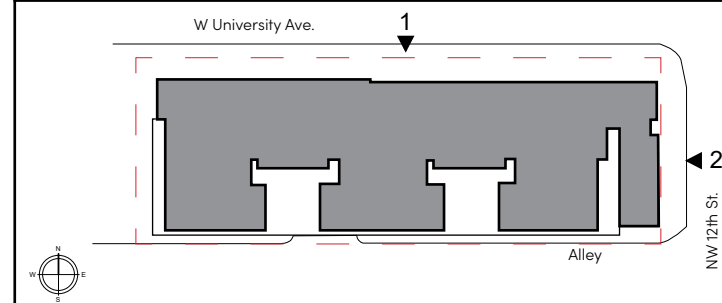
studio

Finish Schedule

2022-677M

- | | |
|---|---------------------|
| 1 Cementitious Product / EIFS - Color 1 | 6 Mural |
| 2 Cementitious Product / EIFS - Color 2 | 7 Masonry |
| 3 Cementitious Product / EIFS - Color 3 | 8 Glazing |
| 4 Cementitious Product / EIFS - Color 4 | 9 Metal Panel |
| 5 Cementitious Product / EIFS - Color 5 | 10 Garage Screening |

Key Plan



1 Elevation: W. University Ave. (facing North)
Scale: 1" = 40'-0"



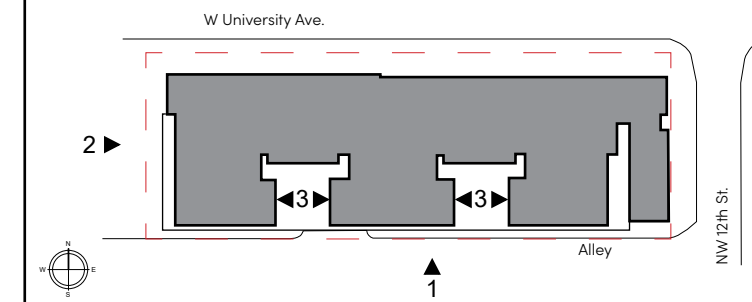
2 Elevation: SW 12th St. (facing East)
Scale: 1" = 40'-0"

Finish Schedule

2022-677M

- | | |
|--|----------------------------|
| 1 Cementitious Product / EIFS - Color 1 | 6 Mural |
| 2 Cementitious Product / EIFS - Color 2 | 7 Masonry |
| 3 Cementitious Product / EIFS - Color 3 | 8 Glazing |
| 4 Cementitious Product / EIFS - Color 4 | 9 Metal Panel |
| 5 Cementitious Product / EIFS - Color 5 | 10 Garage Screening |

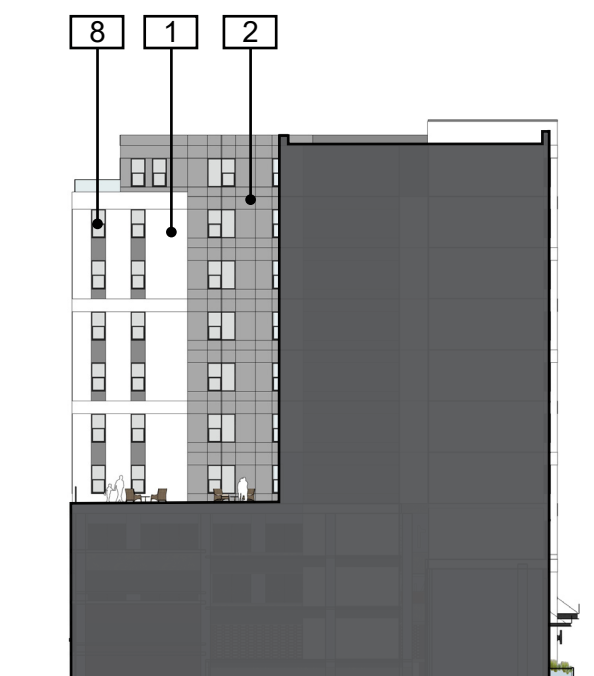
Key Plan



1 Elevation: Alley (facing South)
Scale: 1" = 40'-0"



2 Elevation: Side (facing West)
Scale: 1" = 40'-0"



3 Elevation: Courtyard (Typical x4)
Scale: 1" = 40'-0"



View 1 - Corner of W University Ave. & NW 12th St. (Leasing Lobby)

1225 University Ave. | Gainesville, Fl.

April 26, 2021



View 6 - Lobby/ Amenity along University Ave. with Residential Language Above

1225 University Ave. | Gainesville, Fl.

April 26, 2021



1225 UNIVERSITY AVENUE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the **Gainesville Housing Authority** (“GHA”) and **CASL Holdings, LLC, its successor and assigns** (“Developer”), together referred to herein as the (“Parties”), regarding proposed redevelopment of that certain property (“Property”) located at 1026 2nd Avenue, Gainesville, Florida (“Project”).

WHEREAS, GHA is a duly authorized Public Housing Agency (“PHA”), as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)) and pursuant to chapter 421, Florida Statutes; and

WHEREAS, Developer proposes to develop dedicated Affordable Housing Units defined as housing for Residents up to Eighty percent (80%) of Area Median Income (AMI) as determined by the GHA, within a combination multi-family and student- oriented housing development to be located at the Property described herein; and

WHEREAS, Developer proposes to reserve ten percent (10%) of its units consisting of one- and two-bedroom units at lower than market rate for occupancy by eligible residents who qualify to occupy Affordable Housing Units as detailed herein; and

WHEREAS, GHA and Developer desire to work together to facilitate development of Affordable Housing Units in the Project to help address a need for housing that is affordable to qualified residents in the Gainesville community near the urban core.

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

1. Purpose: The purpose of this MOU is to create a legal agreement to be carried out by GHA, as a PHA, and the Developer that will result in the coordinated development, operation and maintenance of Affordable Housing Units in Developer’s Project. It is the intent of the Parties that the Project will transform the approach to providing Affordable Housing Units in redevelopment projects in the City of Gainesville. Developer proposes to reserve ten percent (10%) of its units, consisting of one- and two-bedroom units, at a discount rate established using the Florida Housing Finance Corporation’s “Two Person” income limits¹, for Alachua County (2020), as adjusted for the current year regardless of the renter’s AMI qualification for occupancy. Resident eligibility is determined by GHA and the property management’s tenant qualifications;

¹ See: <http://filhousingdata.shimberg.ufl.edu/> for illustration of Developer’s rent discount determination, in this instance not to exceed rent limits set for 80% AMI for a two-person, two-bedroom unit.

2. **Zoning, Land Use, and Preliminary and Post-Development Approvals:** The Developer is seeking a land use amendment and re-zoning to PUD-PD of the Property depicted in **Exhibit “A.”** The Parties recognize that the City of Gainesville, in its regulatory capacity, is the governmental entity that is vested with authority to grant or deny land use, zoning, and site development approvals. The parties agree that nothing contained in this MOU shall be interpreted or construed as an approval, waiver or contract to approve or waive any governmental requirement that the City has jurisdiction over in its regulatory capacity.

3. **Negotiations:** The Parties shall undertake negotiations to determine the terms and conditions of the lease for Affordable Housing Units, not to exceed ten percent (10%) of the total units in the project, including those terms and conditions required by the U.S. Department of Housing and Urban Development (HUD) in either of its standard tenant-based Housing Assistance Payments Contracts (HAP), if applicable, as determined by the GHA. Each HAP also shall contain provisions by which GHA shall make rent payments for the term of the HAP contract. Notwithstanding the format of the final Affordable Housing Unit lease, Developer has the right to fill units with market-rate tenants if GHA is unable to identify an eligible tenant from its waiting list no later than 60 days after Developer notifies GHA of a vacancy.

4. **Conditions:** Developer’s obligations to provide Affordable Housing Units in its Project is expressly conditioned and contingent on Developer obtaining all necessary permits and approvals from local, state and federal governmental or quasi-governmental agencies (with jurisdiction over the Project) in unappealable final form to construct its Project in substantially the same configuration and dimension as depicted in **Exhibit “B”**.

5. **Termination of MOU:** This MOU may be terminated by written notice by GHA or the Developer for the following causes:

- i. Non-performance of any provision of this MOU by any party after written notice and an opportunity to cure. A party shall have a thirty-day (30-day) period in which to cure any non-performance.
- ii. Failure by Developer to obtain final permits and approvals in unappealable form to construct its Project in substantially the same configuration and dimension as depicted in Exhibit “B.”

6. **Determining Eligible Tenants:** The GHA shall be responsible for initially screening and determining eligibility to lease an Affordable Housing Unit in the Developer’s Project. The project’s on-site management will income-qualify candidates vetted and proposed by the GHA by verifying that monthly income limits are no less than three times that of the proposed monthly affordable rent. Where the proposed monthly rent can be reduced further by GHA provision of an approved housing voucher, that resulting reduced monthly rent will be used to qualify a proposed tenant’s monthly income limits (i.e. no less than three times the difference between the original affordable rental and the voucher) to allow access to affordable rents for candidates earning from Fifty percent (50%) up to Eighty percent (80%) of Area Median Income (AMI) as determined by the GHA.

7. **Notices:** All official notices required by this MOU shall be made in writing and given to the parties at their respective addresses, facsimile numbers or e-mail addresses as specified below. Notice shall be deemed to have been duly given upon receipt by an agent of the party to whom the notice is addressed. Proper means for delivering notice shall be by (i) personal delivery, (ii) facsimile, (iii) electronic mail, so long as a read receipt is included, (iv) registered or certified mail, postage prepaid, or (v) nationally recognized express courier (e.g. FedEx, UPS), charges prepaid. Delivery of notice after 5:00 pm Eastern Standard Time shall be deemed made on the next following business day. Notices shall be addressed as follows:

| | |
|------------------|--|
| If to GHA: | Pam Davis, CEO 1900 SE 4 th Avenue Gainesville, FL 32641 Pamelad@gnvha.org |
| If to Developer: | Tommy Sinnott, Director, Investments, Student Living CASL Holdings, LLC 130 E. Randolph Street Suite 2100 Chicago, Illinois 60601 TSinnott@ca-ventures.com |
| With a copy to: | Madeleine Schnittker, Vice President and Corporate Counsel, Student Living 130 E. Randolph Street Suite 2100 Chicago, Illinois 60601 MSchnittker@ca-ventures.com |

8. **Representations and Warranties.** The Parties are fully authorized to execute this MOU: GHA is a PHA; Developer is a limited liability company in good standing under the laws of the State of Delaware and is the contract purchaser of the Property depicted in Exhibit "B." The Parties may rely on the signators appearing below as having full authority to bind their respective entities.

9. **Governing Law:** This MOU shall be construed and enforced in accordance with the laws of the State of Florida. Should any part or provision of this MOU be held unenforceable or in conflict with the law of the applicable jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding. The prevailing party in any dispute arising under, out of, or in relation to this MOU shall be entitled to reimbursement of its reasonable attorneys' fees and all costs, plus the cost of collection and interest.

10. **Headings:** Headings used in this MOU are provided for convenience only and

shall not be used to construe meaning or intent of the parties.

11. Force Majeure: The parties shall be excused from performing their obligations under this MOU if performance is delayed or prevented by any event beyond the reasonable control and without the fault or negligence of the party seeking to excuse performance, including, but not limited to, acts of God, fire, terrorism, explosion, third party criminal acts, weather, plague, war, insurrection, civil strife or riots, provided, however, such performance shall be excused only to the extent of and during such disability and affected party makes commercially reasonable efforts to remove the disability. Any party seeking to excuse or delay performance under this section shall provide detailed written notice to the other parties of the nature and anticipated duration of the delay.

12. No Third-Party Beneficiaries: The parties do not intend that this MOU shall confer on any third party any right, remedy or benefit or that any third party shall have any right to enforce any provision of this MOU.

13. Indemnification: Subject to applicable laws, each party shall indemnify and hold the other parties, their directors, officers, agents and employees harmless from and against any and all losses, damages, liabilities, costs and expenses, including reasonable attorney and court costs, that may result from (a) any demand, claim or litigation brought by a third party and relating to, resulting from or arising out of the indemnifying party's breach of any of its duties, obligations, representations, warranties or covenants herein, or (b) the gross negligence as defined under Florida law, willful misconduct or fraud of the indemnifying party or its personnel in connection with the performance of this MOU. Notwithstanding anything contained herein to the contrary, nothing in this MOU shall be construed or interpreted to limit alter or modify any protections that GHA would be entitled to pursuant to Section 768.28, Florida Statutes, as may be amended.

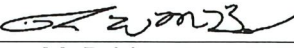
To receive the foregoing indemnities, a party seeking indemnification must promptly and officially provide notice to the party or parties from which indemnification is beingsought and tender to them the full authority to defend and settle the claim or suit; provided, however, that an indemnifying party will not enter into any settlement agreement or compromise of a claim that admits liability of an indemnified party without first receiving written authorization from the indemnified party. Following acceptance of the tender, an indemnified party may elect to hire legal counsel of its own choosing to monitor and participate in the defense, but such expense shall be borne solely by the indemnified party.

14. Miscellaneous: This MOU is intended to create a legal agreement between the GHA and Developer to set for the intent, understandings, and independent obligations of the Parties in their joint effort to bring about the construction of Affordable Housing Units in the Developer's Project on the terms outlined herein. This MOU may be revised from time to time by written document fully executed by both parties.

AGREED TO AND ACCEPTED March 1, 2022, by the
GAINESVILLE HOUSING AUTHORITY

By: 
Pamela E. Davis, its CEO

AGREED TO AND ACCEPTED February 28, 2022, by
CASL HOLDINGS, LLC

By: 
Ryan McBride, its Authorized Signatory



LEGAL DESCRIPTION

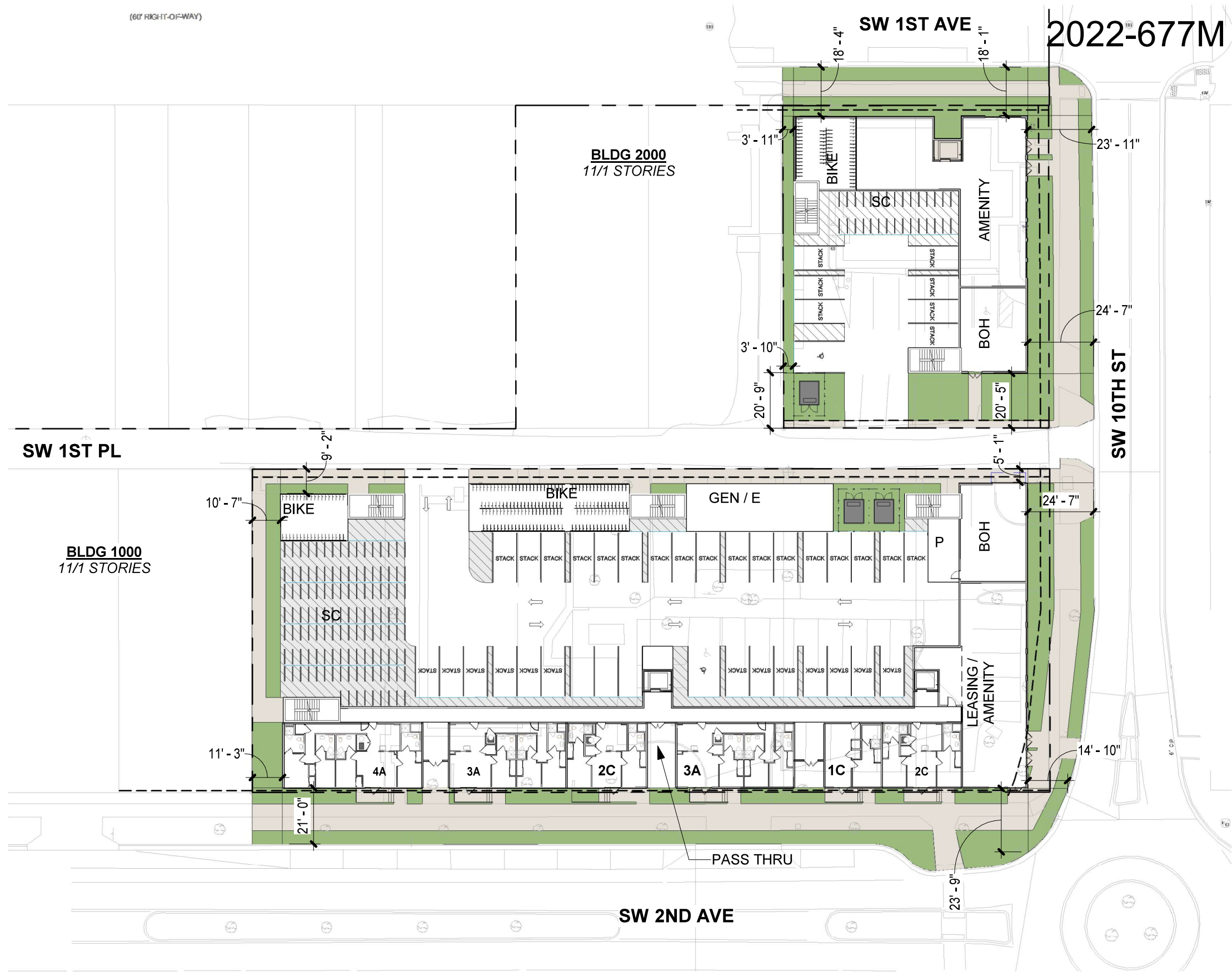
DATE: February 22, 2022
CLIENT: CA Ventures
PROJECT NO: 21-0362

PARCEL 1

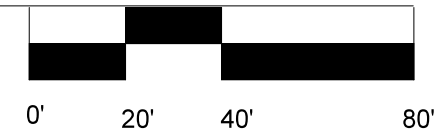
LOT 1 AND 2, BLOCK 5, UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "A", PAGE 77 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

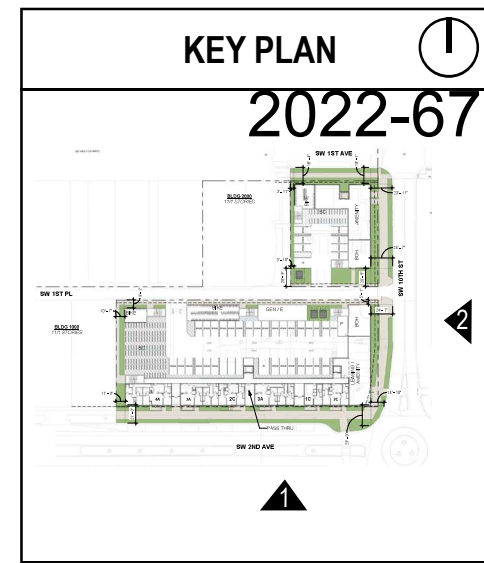
PARCEL 2

LOTS 19, 20, 21, 22, 23 AND 24, BLOCK 5, UNIVERSITY PLACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "A", PAGE 77 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.



1 SITE PLAN
1" = 40'-0"





| MATERIAL FINISH 2022-677C | |
|---------------------------|--|
| MRY 01 | ALTERNATIVE MASONRY PRODUCT |
| MRY 02 | MODULAR BRICK - COLOR 1 |
| ST 01 | STUCCO - COLOR 1 |
| ST 02 | STUCCO - COLOR 2 |
| CPL 01 | CEM. PANEL W/ REVEAL SYSTEM - COLOR 1 |
| CPL 02 | CEM. PANEL W/ REVEAL SYSTEM - COLOR 2 |
| CLS 01 | CEM. LAP SIDING W/ REVEAL SYSTEM - COLOR 1 |
| MTL 01 | PRE-FABRICATED METAL CANOPY |
| MTL 02 | ALUM. BALCONY RAILING |
| MTL 03 | ARCHITECTURAL PATIO DOOR |
| MTL 04 | METAL SIGNAGE |
| SF 01 | ALUM. STOREFRONT SYSTEM |
| VW 01 | VINYL WINDOW |

2 East Elevation
Scale: 1" = 40'



1 South Elevation
Scale: 1" = 40'

APPENDIX D – AHAC Findings and Recommendations

| Program Element | City | AHAC | Additional Comments |
|---|---|---|--|
| Set Aside and Affordability Requirements | 10% affordable unit at 80% AMI | <i>At least</i> 10% affordable units at <i>up to</i> 80% AMI | Community would prefer a deeper level of affordability and a larger number of affordable units; AHAC recommendation is to match the City's recommendation at this time due to the limited profit margins for developers presented in the Consultant's report. |
| In-Lieu Fee | Establish in-lieu fee option, set at \$120-160k per affordable unit that would have been built under IZ; adjust fee level every 2 years | Establish in lieu option <i>with documentation provided that there are no other options ("set a high bar")</i> ; <i>make calculation for fee level is clear and transparent</i> ; adjust fee level every 2 years; <i>add geographic constraint a la sidewalk onion.</i> | The community expressed an interest in excluding any additional affordable housing development in East Gainesville and only allowing it in West Gainesville; however, the Committee would like to ensure affordable development is geographically close to new development, but not limited to one specific side of town. There was general concern over how the fees should be spent. |
| Development Scale | Apply IZ requirements to multifamily developments with ten or more units. | Apply IZ requirements to multifamily developments with ten or more units. | No additional comments. |
| Applicability | -Voluntary opt-in for geographics outside of IZ policy. -Incentives applicable to non-market rate units. -Not applicable to existing development. | -Mandatory Citywide. -Incentives applicable to all new development that meets IZ policy. -Not applicable to existing development. | No additional comments. |
| Affordability Term/Duration | 99 years. | <i>Life of the building.</i> | The two most popular options were 99 years and the life of the building. Most participants were in favor of the life of the building as long as it is well defined in the code. |
| Unit Pricing | Follow existing HUD guidelines. | Follow existing HUD guidelines. | No additional comments. |

| | | | |
|------------------------------------|--|---|--|
| Unit Characteristics | Ensure affordable units are identical with market-rate units. | Ensure affordable units are identical with market-rate units. | Ensure units are dispersed throughout the development; avoid "concentration of poverty". |
| Concurrency of Delivery | Include concurrency requirement. | Include concurrency requirement. | No additional comments. |
| Functional Units | Adopt normal rounding rules; rounding up for fraction units above 0.5. | Adopt normal rounding rules; rounding up for fraction units above 0.5. | No additional comments. |
| Additional Recommendations? | | <p>Potential tiered incentive structure to trade extra set aside or deeper affordability for more incentives</p> <p>The City and County should coordinate to ensure consistency between IZ policies in order to minimize development migration from one to the other.</p> | |
| | | <p>City staff should evaluate a separate ownership-focused IZ policy to address additional areas of affordable housing needs.</p> | |
| | | <p>City staff should evaluate "special needs population"-focused IZ policy to address additional areas of affordable housing needs.</p> <p>City staff should evaluate additional public-private partnership opportunities, beyond IZ policies, to augment the City's limited affordable housing budget.</p> | |

APPENDIX E – Submitted Feedback



“The Mission of the NCFAA is to serve and support professional owners, managers and providers of multifamily housing through professional networking, volunteer leadership development timely information and participation in our state and national associations to advance quality housing.”

October 26, 2022

Gainesville City Plan Board
 City Hall, 200 East University Avenue
 Gainesville, FL 23601

City of Gainesville Plan Board:

Please accept this letter on behalf of the North Central Florida Apartment Association (NCFAA) regarding agenda items E.3 and E.4, Inclusionary Zoning Comprehensive Plan Amendments. Many of the provisions in the draft amendment have proven to be vague, and, in the case of the thirty percent density bonus, possibly in violation of HB 7103, which requires the City of Gainesville to “fully offset all costs to the developer...” when inclusionary zoning is mandated. NCFAA hopes this letter serves to provide insight into how this measure would negatively impact multifamily housing construction and the unintended consequences posed to the apartment industry as a whole.

Requirement Of Third Party Management

Under the current draft of the inclusionary zoning proposal, the city is mandating developers to *“enter into a management agreement with the City, a community land trust, or other third party... to administer the affordable set-aside units.”* This provision would force the property owner/management company to forfeit all control over the project’s set-aside inclusionary zoning units and also impose additional financial burdens on housing providers. Additionally, it is important to note that this provision does not take into account that developers do not always manage the properties they construct. In some cases, developments are sold after the lease-up process is complete or managed by a third-party property management company on behalf of the property owner or inventors.

It is also noteworthy that NCFAA is not aware of a similar management agreement requirement in other jurisdictions in Florida with existing inclusionary zoning policies.

What is the public policy objective of this requirement? In addition, does the City intend to cover the costs of a management agreement required under this section? Additional regulatory costs of this nature will undoubtedly drive up the costs to own and manage property in the city, which will in turn negatively impact renters.

Apartment communities, with five units or more, are classified as public lodging establishments under [Chapter 509, Section 509.242 \(1\)](#), and are subject to licensing, inspection, and regulation by the Florida Department of Business and Professional Regulation (DBPR). Chapter 509, Section 509.032(7)(a) also states, “The regulation

of public lodging establishments... is preempted to the state". Forcing developers to contract with a third party for the management of the set-aside units can likely be interpreted as a violation of Chapter 509.242, which preempts all regulations of apartment communities to the state.

Development Incentives

In today's economy, developments face the rising costs of construction materials, wages, and financing. Every project is unique when it comes to costs for supplies, labor, design, etc. It is not uncommon for developers to experience significant cost overruns throughout the course of the construction process. That is because many of these costs are moving targets while developers navigate an economy with high inflation and the uncertainty of the development process.

A density bonus of 30 percent may be a sufficient incentive for some projects, such as an infill highrise, that is near the current density limit. However, a 30 percent density bonus may not be enough to "fully offset all costs to the developer..." (HB 7103) for all construction projects, depending on a variety of factors that may be unique to the project.

The City has the opportunity, and the legal requirement under state law enacted by HB 7103, to provide sufficient incentives that will offset all costs that are associated with the mandated construction of inclusionary zoning units. We respectfully request that Gainesville adopt similar incentives that are found in Palm Bay's recently adopted voluntary inclusionary zoning ordinance and remove the requirement to sign an agreement with an outside entity.

Palm Bay provides a density bonus, impact fees waivers, building & development fee waivers, and utility fee waivers as incentives for opting into their voluntary inclusionary zoning ordinance. These types of incentives have a very high likelihood of offsetting all the costs that a developer will incur due to an inclusionary zoning mandate. Adopting those types of incentives will also give the City an opportunity to prevent a potential violation of state statute. It is important to note that the City of Palm Bay does not require a management agreement with an outside entity.

While this policy is well intentioned, it may have negative effects on the City of Gainesville by discouraging the development of housing. We encourage the City Plan Board to delay a final vote on the proposed inclusionary zoning changes so that the industry will have more time to discuss the impacts on developers and the supply of housing within the City.

Thank you for your thoughtful consideration of the apartment industry's concerns. If NCFAA can be of service to you or if you have any questions regarding our concerns, please contact Johnmichael Fernandez, NCFAA Local Government Affairs Manager, by email at johnmichael@faahq.org or by phone at 407-960-2910.

Sincerely,

Johnmichael Fernandez
North Central Florida Apartment Association
Local Government Affairs Manager

ALACHUA COUNTY LABOR COALITION

ACLCLC Position on City of Gainesville Inclusionary Zoning Ordinance Proposal

The Alachua County Labor Coalition endorses the City of Gainesville's proposed inclusionary zoning ordinance, with amendments. The country is in an affordable housing crisis and Alachua County has not been spared from the effects. Many families are unable to maintain a decent living standard. An Inclusionary Zoning proposal will allow cost-burdened individuals and families an opportunity to secure affordable housing in high-opportunity areas without concentrating poverty. While Inclusionary Zoning will not solve our housing crisis, it will provide relief and an improved quality of life for many Gainesville residents struggling with housing, at very little cost to the City.

In order to maximize the number of affordable units, the ACLCLC recommends an amendment that would allow for additional marginal density bonuses in addition to the 30% allowed bonus in the current proposal. Specifically, the ACLCLC recommends including a requirement that 20% of all additional units built above the 30% bonus be set aside for individuals and families making up to 60% of Area Median Income (AMI). Note, our proposal to require 20% of units be set aside for individuals and families making up 60% AMI would NOT change the 10% affordable set-aside requirement for units at or under 130% allowable density. For example:

A developer requests an extra 10% density (could be added bedrooms, more lot coverage, etc.) in addition to their allowed 30% bonus. The city would have to deem the request physically feasible, and if it were approved, 20% of the number of additional units built as a result of that allowance would have to be affordable.

Additionally, we recommend the Inclusionary Zoning require units be affordable for the "life of the building", rather than the currently proposed 99 years.

We urge the City Commission to adopt the proposal and our amendments. This policy will not only bring affordable housing to those in need, it will allow families to live in safe, high-opportunity environments, it will allow members of the workforce to live closer to their job, and it will allow the people to take a piece of the pie as developers continue to build in Gainesville.