

**CAMPUS DEVELOPMENT AGREEMENT BETWEEN THE UNIVERSITY OF  
FLORIDA BOARD OF TRUSTEES, CITY OF GAINESVILLE,  
AND ALACHUA COUNTY**

**THIS CAMPUS DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** (hereinafter referred to as the “UFBOT”, “University” and/or “UF”), a public body corporate of the State of Florida, the **CITY OF GAINESVILLE** (herein referred to as the “CITY”), a municipal corporation of the State of Florida, and **ALACHUA COUNTY** (hereinafter referred to as the “COUNTY”), a charter county and political subdivision of the State of Florida.

**WITNESSETH:**

**WHEREAS**, the campus of the University of Florida is considered to be a vital public facility which provides research and educational benefits of statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to the City of Gainesville and Alachua County; and

**WHEREAS**, in recognition of this unique relationship between campuses of the State University System and the local governments in which universities are located, the Florida Legislature has established special provisions for campus planning and concurrency in Section 1013.30, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes, except when stated otherwise; and

**WHEREAS**, there is currently a campus development agreement dated October 13, 2015 (the “2015-2025 CDA”) in effect through 2025 for the University of Florida campus master plan for the years 2015-2025; and

**WHEREAS**, the UFBOT has prepared and adopted an updated University of Florida campus master plan for the years 2020-2030 (the “2020-2030 Master Plan”) for the main University campus and Alachua County Satellite Properties, as defined in the 2020-2030 Master Plan, in compliance with the requirements set forth in Section 1013.30, Florida Statutes; and

**WHEREAS**, the UFBOT adopted the 2020-2030 Master Plan on December 4, 2020; and

**WHEREAS**, a new campus development agreement for the years 2020-2030, based upon the 2020-2030 Master Plan, is required, and this Agreement will fulfill that requirement; and

**WHEREAS**, the main UF campus is located within the CITY limits, a portion of the boundary of the main UF campus is contiguous to the COUNTY’s unincorporated area, and UF has several additional facilities within the COUNTY’s unincorporated area which are used for University purposes; and

**WHEREAS**, in view of the size of the main UF campus, its location within the CITY, and its proximity to the COUNTY’s unincorporated area, development on the main UF campus may have certain impacts on public facilities and services provided by the CITY and COUNTY; and

**WHEREAS**, based upon the stipulated settlement agreement between the Florida Board of Regents/UF and the COUNTY to resolve issues identified in the County’s petition challenging the University’s 1995-2005 campus master plan, the parties to this Agreement recognize the COUNTY as a signatory party to this Agreement, with all the rights, restrictions, and obligations that are provided in Section 1013.30, Florida Statutes; and

**WHEREAS**, this Agreement shall determine the impact of proposed campus development reasonably expected over the term of the Agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, public transportation, and fire and emergency rescue facilities; and

**WHEREAS**, this Agreement shall identify any deficiencies in these public facilities and services that the proposed campus development will create or to which it will contribute; and

**WHEREAS**, this Agreement shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies; and

**WHEREAS**, this Agreement shall identify the UFBOT’s “fair share” of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies; and

**WHEREAS**, pursuant to the 2015-2025 CDA, UFBOT has previously made certain payments to the CITY and the COUNTY, as specified in Section 8 hereof, to wholly fulfill UFBOT’s obligation relating to its “fair share” of the costs pertaining to deficiencies resulting from development proposed under the 2015-2025 CDA.

**NOW, THEREFORE**, in consideration of the covenants contained herein and the performance thereof, and pursuant to Section 1013.30, Florida Statutes, the parties do hereby agree as follows:

## **1.0 RECITATIONS**

The foregoing recitals are true and correct and are incorporated herein by reference.

## **2.0 DEFINITIONS**

The term “aggrieved or adversely affected person” means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.

2.1 The term “2020-2030 Master Plan” or “campus master plan” means the University of Florida Campus Master Plan for 2020-2030, which was prepared and adopted consistent with the requirements of Section 1013.30, Florida Statutes.

2.2 The term “comprehensive plan” means a plan that meets the requirements of Subsection 163.3177 and 163.3178, Florida Statutes.

2.3 The term “concurrency” means that public facilities and services needed to support development are available when the impacts of such development occur.

- 2.4 The term “development” means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.
- 2.5 The term “public facilities and services” means services, systems, or facilities pertaining to roads, sanitary sewer, solid waste, stormwater management, potable water, parks and recreation, public transportation, and fire and emergency rescue.
- 2.6 The term “state land planning agency” means the Department of Economic Opportunity.

### **3.0 INTENT AND PURPOSE**

This Agreement is intended to implement the requirements of concurrency contained in Section 1013.30, Florida Statutes. It is the intent of the UFBOT, CITY and COUNTY to ensure that adequate public facilities and services pertaining to roads, sanitary sewer, solid waste, stormwater management, potable water, parks and recreation, public transportation, and fire and emergency rescue are available for new development consistent with the level of service standards for these facilities as adopted in the City’s and County’s comprehensive plans.

### **4.0 GENERAL CONDITIONS**

- 4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and adhered to by the UFBOT and the CITY and COUNTY.
- 4.2 The UFBOT represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes a valid, binding and enforceable Agreement of the UFBOT.
- 4.3 The CITY represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the CITY represents that this Agreement has been duly authorized by the CITY and constitutes a valid, binding and enforceable contract of the CITY having been approved by the CITY and having been the subject of one or more duly noticed public hearings as required by Section 1013.30 Florida Statutes; and does not violate any other Agreement to which the CITY is a party, the Constitution of the State of Florida, or any Charter, ordinance, judgment or other requirement of law to which the CITY is subject.
- 4.4 The COUNTY represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the COUNTY represents that this Agreement has been duly authorized by the COUNTY and constitutes a valid, binding and enforceable contract of the COUNTY having been approved by the COUNTY and having been the subject of one or more duly noticed public hearings as required by Section 1013.30 Florida Statutes; and does not violate any other Agreement to which the COUNTY is a part, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the COUNTY is subject.
- 4.5 State and regional environmental program requirements shall remain applicable, except that all other sections of Part II of Chapter 163 and Section 380.06, Florida Statutes, are superseded as expressly provided in Section 1013.30, Florida Statutes.

- 4.6 Except as specifically referenced herein, no development permits, development orders, or development approval shall be required from the CITY or COUNTY for construction projects subject to this Agreement, as identified in Exhibit A.
- 4.7 In the event that all or a portion of a project identified in the campus master plan should be damaged or destroyed by a fire, storm, or other casualty, the UFBOT shall have the right to rebuild, and/or repair the structures, and the performance of any obligations in this Agreement directly attributable thereto shall be automatically extended during such rebuilding, alteration and/or period.
- 4.8 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.9 Upon execution of this Agreement, all campus development identified in Exhibit "A", which summarizes projects identified in the adopted UF campus master plan, may proceed without further review by the CITY or COUNTY if it is consistent with the terms of this Agreement and the adopted UF campus master plan. The sole exception to this provision is traffic engineering studies for proposed parking (surface or structured) facilities that result in greater than 300 net new parking spaces, the results of which shall be provided to the CITY and COUNTY for review and comment.
- 4.10 If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.
- 4.11 It shall be expressly clear and understood that the principles to guide the use, location and timing of development identified in Exhibit "A" shall be those established in the UF campus master plan, and not in this Agreement.
- 4.12 This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and all such counterparts shall constitute but one and the same instrument.

## **5.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT**

The geographic area subject to this Agreement is identified in the following portions of the 2020-2030 Master Plan and this Agreement: (i) the Future Land Use Map (Figure 2-1); (ii) those properties identified in the Intergovernmental Coordination Element (Objective 1.3, Policy 1.3.3); (iii) the context area identified in the Intergovernmental Coordination Map (Figure 12-1) and depicted as Exhibit "B" attached hereto and incorporated herein by this reference; and (iv) the thirteen satellite properties identified in the Intergovernmental Coordination Map (Figure 12-2) and depicted in Exhibit "C" attached hereto and incorporated herein by this reference.

## **6.0 DURATION OF AGREEMENT**

This Agreement shall become effective upon execution by all parties and shall remain in effect through December 31, 2030, unless extended by the mutual consent of the UFBOT and the CITY and COUNTY, or amended, in accordance with Section 14.0 of this Agreement. Upon becoming effective, this Agreement shall supersede and replace the 2015-2025 CDA entered into on October 13, 2015. UFBOT, CITY, and COUNTY acknowledge and agree that all funds associated with all previous campus development agreements have been transferred to the CITY and COUNTY, as detailed in Section 8 hereof, so that there are no remaining UFBOT obligations relating to funding under this Agreement or any prior campus development agreement.

**7.0 CITY AND COUNTY LEVEL OF SERVICE STANDARDS**

7.1 The CITY has established the following level of service (LOS) standard for drainage:

The LOS standards for all stormwater management facilities shall be the 100-year critical duration storm. The LOS standard for water quality treatment shall be treatment of “first one (1) inch” of runoff and compliance with the stormwater management facility design and performance standards established by the applicable water management district to ensure that the receiving water quality standards of Chapter 62-302 F.A.C. are met and to ensure that receiving surface waters maintain their classifications as established in Chapter 62-302 F.A.C. These standards shall apply to all new development and redevelopment. Any exemptions, exceptions or thresholds in the Florida Administrative Code (F.A.C.) citations are not applicable.

7.2 The COUNTY has established the following LOS standards for drainage:

<u>Facility</u>	<u>Level of Service</u>
Residential floor elevation .....	1 foot above the 100 year/ critical-duration storm elevation
Non-residential floor elevation .....	1 foot above the 100 year/ critical-duration storm elevation or flood resistant construction
<u>Water Quantity</u>	
Retention basins.....	100 year/ critical-duration storm or applicable Water Management District standards
Detention basins.....	25 year/critical-duration storm with 100 year/critical-duration storm routing analysis
Storm sewer systems.....	3 year/10 minute
Crossdrains.....	10/25 year/24hr. storm for closed system 100 year/24 hr. storm for open system
Sidedrains.....	10 year/20 minute

\*"Critical-duration" means the duration of a specific storm event (i.e., 100-year storm) which creates the largest volume or highest rate of net stormwater runoff (post-development runoff less pre-development runoff) for typical durations up through and including the 10-day duration event. The critical duration is determined by comparing various durations of the specified storm and calculating the peak rate and volume of runoff for each. The duration resulting in the highest peak rate or largest total volume is the "critical-duration" storm.

### Water Quality

All new development, redevelopment, and, when expansion occurs, existing developed areas, must provide adequate stormwater treatment so as not to degrade the water quality of the receiving water body. Infill residential development within improved residential areas or subdivisions existing prior to the adoption of the Alachua County Comprehensive Plan adopted on April 8, 2002, must ensure that its post-development stormwater runoff will not contribute pollutants which will degrade the water quality of the watershed. Regardless of the area served, the stormwater treatment provided must provide a level of treatments which meets or exceeds Chapter 62-25 F. A. C. and applicable federal, state, regional, Water Management District and local requirements in effect on April 8, 2002.

7.3 The CITY has established the following level of service standard for potable water/water supply:

- a) Maximum day (peak) design flow --- 200 gallons per capita per day.
- b) Storage capacity --- one-half of peak day volume in gallons.
- c) Pressure --- The system shall be designed for a minimum pressure of 40 pounds per square inch (PSIG) under forecasted peak hourly demands to assure 20 PSIG under extreme and unforeseen conditions.
- d) Water supply. Average daily flow of 124.5 gallons per capita per day.

7.4 The COUNTY has established the following level of service standards for potable water:

Potable Water and Sewer LOS Standards (based on Potable Water and Sanitary Sewer Element). The following level of service standards for potable water and sanitary sewer service in the unincorporated portion of Alachua County are hereby adopted, and shall be used as the basis for determining the availability of facility capacity, adequate water supply, and the demand generated by a development within the appropriate service area for the providers listed below for purposes of issuing development orders or building permits.

## GAINESVILLE REGIONAL UTILITIES

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Raw Water Supply:	Average Daily Flow
Treatment Capacity:	Daily Flow
Pumping and Distribution Capacity:	Peak hourly flow
Storage capacity:	One-half of peak day volume in gallons. This requirement may be met by a combination of storage and auxiliary power.
Minimum pressure:	The system shall be designed for a minimum pressure of 40 psig under forecasted peak hourly demands to assure 20 psig under extreme and unforeseen conditions.
Fire demand:	As determined using Insurance Services Organization guidelines
Potable Water:	Average Day (gross) 124.5 gallons per capita per day (including residential and non-residential uses)
Peak Day (gross):	200 gallons per capita per day (including residential and non-residential uses)
7.5	The CITY has established the following level of service standards for sanitary sewer/wastewater:
a)	<u>Average day standard</u> --- 106 gallons daily flow per capita.
7.6	The COUNTY has established the following level of service standards for sanitary sewer:
Collection System:	Peak Hourly Flow (2.5 times the average daily flow)
Treatment and Disposal:	Annual average daily flow which allows for anticipated peak hour flow
Sanitary Sewerage:	Average Day (gross) 106 gallons per capita per day

For private package treatment plants, community water systems, and non-community water systems, the level of service standards shall be the minimum design and operating standards as established by the authorized local, regional, water management district, state, or federal regulatory agency.

- 7.7 The CITY has established a level of service standard for solid waste disposal and collection capacity of 0.655 tons of solid waste per capita per year disposed (3.6 pounds of solid waste per capita per day disposed).
- 7.8 COUNTY has established a level of service standard for solid waste disposal, used as the basis for determining availability of disposal capacity to accommodate the demand generated by existing and new development in Alachua County, is at a minimum, 0.8 inbound tons per person per year at the Leveda Brown Environmental Park in 2018 and thereafter.
- 7.9 The CITY has established the following level of service standards for parks and recreation:

Park	Adopted LOS (per 1000 population)	Existing LOS (per 1000 population) <sup>1</sup>
Neighborhood Park	0.8 acres	0.94 acres
Community Park	2.00 acres	4.61 acres
Nature Park	6.00 acres	15.48 acres
Total acres per 1,000 people	8.80 acres	21.02 acres

<sup>1</sup> Existing LOS is based on 2020 city population estimate and available facilities.

- 7.10 The COUNTY has adopted and maintains, at a minimum, the following level of service standards for recreation: (1) 0.5 acres of improved activity-based recreation sites per 1000 persons in the unincorporated area of Alachua County; (2) 5.0 acres of improved resource-based recreation sites per 1000 persons in the unincorporated area of Alachua County.
- 7.11 The CITY has established the following transportation mobility levels of service (LOS). These levels of service are solely for planning purposes and are not used to apply transportation concurrency.

Roadway LOS:

- a. The LOS for all roadways in city limits shall be LOS E, except for I-75 and roadways operating as backlogged or constrained.
- b. The LOS for I-75 segments that fall within city limits shall be maintained at LOS D to the extent feasible, recognizing that I-75 serves land areas and traffic outside city limits.
- c. The City shall attempt to maintain the 2012 operating LOS on all backlogged and constrained roadways in city limits.

Transit LOS:

- a. The City shall strive to provide fixed-route transit service within ¼ mile of 80% of all medium and high density residential areas identified on the Future Land Use Map, and within the RTS service area.



- b. The City shall strive to provide peak hour frequencies of 20 minutes or less within  $\frac{1}{4}$  mile of all high density residential and UMU-1 and UMU-2 land use areas in city limits.
- c. The City shall strive to provide and maintain fixed-route transit service to all Existing Transit Hubs & Transit-Supportive Areas (as mapped in the Transportation Mobility Map Series) with peak hour frequencies of 30 minutes or less.
- d. The City shall strive to operate 80% of fixed-route transit routes for at least 14 hours per day.

Pedestrian LOS:

- a. The City shall install at least one linear mile of sidewalk annually to retrofit existing areas without sidewalks.
- b. The City's Land Development Code shall require sidewalk construction for all new development, except in areas designated with the Industrial land use category.
- c. New streets shall be designed and constructed to include sidewalks.

Bicycle and Trail LOS:

- a. The City shall add an average of at least one mile of bicycle facilities annually, including multi-modal trails.
- b. New streets shall be designed and constructed to include bicycle facilities.

7.12 Within the Urban Cluster, the COUNTY adopts multi-modal level of service (LOS) guidelines for the following:

- a) Pedestrian LOS B: Based on presence of a pedestrian facility
- b) Bicycle LOS B: Based on presence of bike lanes / paved shoulders
- c) Express Transit LOS B: Based on Peak Hour Frequency of 15 minutes or less
- d) Motor Vehicle LOS D: Professionally accepted traffic analysis

7.13 The CITY and the COUNTY have adopted mobility goals that emphasize multi-modal transportation in the urban area promoting mobility options and connectivity across areas rather than roadway level of service standards.

7.14 The CITY uses the National Fire Protection Association (NFPA) Standard 1710 as a guideline for its response time goal for fire and emergency rescue service. NFPA 1710 is a national standard that identifies a four minute travel expectation for ninety percent of structure fire and emergency medical calls in an effort to provide effective intervention.

7.15 The COUNTY has established the following level of service guidelines for fire services:

- a) In the Urban Cluster, initial unit response LOS guideline is within 6 minutes for 80% of all emergency responses within a 12 month period. Land development regulations shall require that 100% of development shall provide water supply served by hydrants.
- b) In the rural area, initial unit response LOS guideline is within 12 minutes for 80% of all emergency responses within a 12 month period. Fire suppression/protection service level for all properties in the Rural Area shall be at the ISO (Insurance Service Office) Class Protection of <10. Development will provide adequate water supply for fire suppression and protection, and fire service compliant fire connections, required through land development regulations.

## **8.0 EXISTING FINANCIAL ARRANGEMENTS BETWEEN THE UFBOT AND SERVICE PROVIDERS**

The 2015-2025 CDA identified certain levels of proposed University development and, although not all such development has been completed, the University has, in accordance with the 2015-2025 CDA, previously mitigated, through funding transferred to the CITY and/or COUNTY, any deficiencies in public services and facilities created (or to be created) as a result of such development activities (whether completed or proposed). The remaining balance of such development authorized by the 2015-2025 CDA, expressed in gross square feet, is identified in Exhibit "A" attached hereto. Notwithstanding the fact that this Agreement will supersede the 2015-2025 CDA, the parties specifically acknowledge the foregoing arrangement regarding authorized development and mitigation payments under the 2015-2025 CDA and incorporate that arrangement herein by reference.

- 8.1 The UFBOT has a current arrangement to pay the CITY the adopted rate per equivalent residential unit (ERU) for stormwater services for untreated stormwater discharge from certain limited properties contained in the campus master plan and specified as follows:
- Development and Alumni Affairs buildings and parking lots (100-113 NW 20<sup>th</sup> Street and 2012 W. University Avenue);
  - Emerson Alumni Hall (1938 W. University Avenue)
  - Institutes of Black Culture (1510 W. University Avenue) and Hispanic/Latino Cultures (1504 W. University Avenue);
  - State University System Presses (15 NW 15<sup>th</sup> Street);
  - Tanglewood Apartments (2901-2919 SW 13<sup>th</sup> Street);
  - University Arboretum (northwest corner of W. University Avenue and NW 23<sup>rd</sup> Street);
  - 105 Classroom Building (105 NW 16<sup>th</sup> Street);
  - East Campus (2090-2100 Waldo Road);
  - Libraries Remote Services (2715 NE 39<sup>th</sup> Avenue); and
  - P. K. Yonge Developmental Research School (1080 SW 11<sup>th</sup> Street and 1300 SW 6<sup>th</sup> Street)
  - 1329 Building (1329 SW 16<sup>th</sup> Street)

Under the current arrangement, this charge, as may be adjusted from time to time by amendment to the CITY's Code of Ordinances, is payable to the CITY. CITY and UFBOT agree that all other University main campus properties that may discharge untreated stormwater into the CITY's stormwater system are offset by stormwater that discharges into the University's Lake Alice stormwater system from lands within the CITY's jurisdiction. UFBOT and CITY agree to periodically review the discharge calculations

- pertaining to such offset to ensure accuracy, especially if and when there has been a material change in circumstances affecting relevant stormwater discharge.
- 8.2 The UFBOT has arranged to pay for the provision of potable water service, facilities and fire hydrants to the campus in accordance with Legislative authorization and the Water Services Agreement executed November 2, 1992, by the CITY and Board of Regents. Potable water system improvements made at the request of the UFBOT will be subject to extension policies and connection charges contained in the Water Services Agreement or the City's extension and connection policies, whichever apply. These charges, as may be adjusted for general applicability by the CITY from time to time, are payable to GRU.
- 8.3 The UFBOT provides most of its own internal sanitary sewer facilities and services to the campus. The University has isolated facilities for which it has arranged to pay for the provision of sanitary sewer facilities or service to the campus in accordance with the CITY's schedule of fees, rates, and charges, as well as the CITY's policies for wastewater extensions and connection charges. These charges, as may be adjusted for general applicability by the CITY from time to time, are payable to GRU. Charges may also be adjusted by future agreements between the CITY and UFBOT.
- 8.4 The UFBOT provides most of its own internal solid waste removal services using refuse trucks, dumpsters and University personnel. The UFBOT has entered into a contract with a private contractor for supplemental trash collection and removal services to the UF campus.
- 8.5 There are no financial arrangements between the UFBOT and the CITY or any other entity for the provision of parks and recreation facilities or service to the campus.
- 8.6 UFBOT has provided, or continues to provide, funding to the CITY and COUNTY for transportation facilities and services as follows:
- a) The UFBOT has entered into a contract with the CITY's Regional Transit System for the provision of on-campus bus routes and augmentation of certain off-campus bus routes. Under a contractual arrangement between UFBOT and the CITY (RTS), UFBOT pays the CITY a specified amount for such supplemental bus services. This payment is recalculated on a year-to-year basis, dependent upon RTS' annual operating expense per hour.
  - b) The 2015-2025 CDA extended the term of arrangements in the Campus Development Agreement for 2005-2015 dated August 2, 2006 (the "2005-2015 CDA"). These Campus Development Agreements provided for UFBOT fair-share payments to improve off-campus transportation facilities and services necessary to address deficiencies identified in that agreement as follows:
    - i. The UFBOT has provided funding in the amount of \$3,789,300 to the CITY toward implementation of a county-wide traffic management system (TMS);
    - ii. The UFBOT has provided funding in the amount of \$4,800,000 (based on a rate of \$960,000 per year for 5 years; FY2011-FY2015) to the CITY for public transit rolling stock;
    - iii. The UFBOT has provided funding in the amount of \$515,230 to the CITY, and \$515,230 to the COUNTY toward construction of additional bicycle and pedestrian facilities in the Context Area;

- iv. The UFBOT has provided funding in the amount of \$1,622,650 to the COUNTY toward the acquisition of right-of-way, as needed, and construction of SW 8<sup>th</sup> Avenue and SW 61<sup>st</sup> Street from SW 75<sup>th</sup> Street to SW 20<sup>th</sup> Avenue including intersection modifications as needed;
  - v. The UFBOT has provided funding in the amount of \$900,000 toward construction of roadway and intersection modifications on SW 2<sup>nd</sup> Avenue from SW 13<sup>th</sup> Street to S. Main Street; and
  - vi. The UF BOT has provided funding in the amount of \$8,182,970 to the CITY toward performance of necessary studies and construction of intersection modifications at Archer Road/SW 16<sup>th</sup> Avenue and Archer Road/Gale Lemerand Drive including a new north-south road connection between Archer Road and SW 16<sup>th</sup> Avenue with associated intersection improvements.
- 8.7 Through the 2015-2025 CDA and the 2005-2015 CDA, the UFBOT has provided \$800,000 to the CITY for the purchase of certain emergency capital equipment as the fair-share payment to mitigate impacts to emergency services.

## **9.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES**

- 9.1 The UFBOT and CITY and COUNTY agree that development proposed in the 2020-2030 Master Plan as specified in Exhibit "A" should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the CITY and COUNTY, as long as all development identified in the 2020-2030 Master Plan and Exhibit "A" of this Agreement is consistent with the policies contained in the Stormwater Management Sub-Element of the adopted UF campus master plan.
- 9.2 The UFBOT and CITY and COUNTY agree that development proposed in 2020-2030 Master Plan as specified in Exhibit "A" should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the CITY and COUNTY.
- 9.3 The UFBOT and CITY and COUNTY agree that development proposed in the 2020-2030 Master Plan as specified in Exhibit "A" should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the CITY and COUNTY.
- 9.4 The UFBOT and CITY and COUNTY agree that development proposed in the 2020-2030 Master Plan as specified in Exhibit "A" should not degrade the operating conditions for public solid waste facilities below the level of service standards adopted by the CITY and COUNTY.
- 9.5 The UFBOT and CITY and COUNTY agree that development proposed in the 2020-2030 Master Plan as specified in Exhibit "A" should not degrade the operating conditions for public recreation facilities and open space below the level of service standards adopted by the CITY and COUNTY, as long as UF continues to provide on-campus active and passive recreation to support its existing and future needs for mutual benefit.
- 9.6 The UFBOT and CITY and COUNTY agree that development proposed in the 2020-2030 Master Plan as specified in Exhibit "A" should not degrade the operating conditions for public roadways below the level of service standards adopted by the CITY and COUNTY,

- as long as UF continues to implement the policies for transportation demand management in the campus master plan.
- 9.7 The UFBOT and CITY and COUNTY agree that development proposed in the 2020-2030 Master Plan as specified in Exhibit "A" should not degrade the operating conditions for public transportation below the level of service standards adopted by the CITY and COUNTY, as long as UF continues to implement the policies for transportation demand management and transit support in the campus master plan.
- 9.8 The UFBOT and CITY and COUNTY agree that development proposed in the 2020-2030 Master Plan as specified in Exhibit "A" should not degrade the operating conditions of fire and emergency rescue below the level of service standards adopted by the CITY and COUNTY.
- 9.9 The UFBOT and CITY and COUNTY agree that development proposed on the University satellite properties should not degrade operating conditions below adopted level of service standards for public stormwater management facilities, public potable water facilities, public sanitary sewer facilities, public solid waste facilities, public recreation and open space facilities, fire/rescue and roadways.

#### **10.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE**

With respect to meeting concurrency for public facilities and services:

- 10.1 The UFBOT and CITY and COUNTY agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the 2020-2030 Master Plan and to meet the future needs of the University for the duration of this Agreement. The UFBOT and CITY and COUNTY further agree that no off-campus stormwater management improvements need to be provided, as long as all development identified in the 2020-2030 Master Plan and Exhibit "A" of this Agreement is consistent with the policies contained in the Stormwater Management Sub-Element of the 2020-2030 Master Plan and provides necessary stormwater management facilities required under the applicable Water Management District rules.
- 10.2 The UFBOT and CITY and COUNTY agree that there is sufficient potable water facility capacity to meet the potable water demands of UF and all GRU customers. GRU has programmed the necessary capital improvements to expand potable water facility capacity to accommodate the impacts of development proposed in the 2020-2030 Master Plan as specified in Exhibit "A" as well as impacts from GRU customers, and to meet the future needs of the University for the duration of this Agreement. The UFBOT and CITY and COUNTY further agree that no off-campus potable water improvements need to be provided.
- 10.3 The UFBOT and CITY and COUNTY agree that there exists sufficient wastewater treatment facility capacity to provide service to presently-served portions of the UF campus, as well as other GRU customers. GRU has programmed capital improvements to expand wastewater treatment facility capacity to accommodate the impacts of development proposed in the 2020-2030 Master Plan as specified in Exhibit "A" as well as impacts from other GRU customers, and to meet the future needs of the University for the duration of this Agreement. The UFBOT and CITY and COUNTY further agree that no off-campus wastewater treatment improvements need to be provided.

- 10.4 The Alachua County solid waste transfer station provides sufficient solid waste disposal capacity to accommodate the impacts from County solid waste disposal customers. The UFBOT and CITY and COUNTY agree that no off-campus solid waste improvements need to be provided.
- 10.5 The UFBOT and CITY and COUNTY agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the 2020-2030 Master Plan as specified in Exhibit "A" to meet the future needs of the University for the duration of this Agreement. The UFBOT and CITY and COUNTY further agree that no off-campus open space and recreation improvements need be provided, as long as UF continues to provide for the recreational needs of its students as identified in the campus master plan.
- 10.6 The UFBOT and CITY and COUNTY agree that there is sufficient roadway capacity to accommodate the impacts of development proposed in the 2020-2030 Master Plan as specified in Exhibit "A" to meet the future needs of the University for the duration of this Agreement. The UFBOT and CITY and COUNTY further agree that no off-campus roadway improvements need be provided as long as UF continues to implement the policies for transportation demand management in the campus master plan.
- 10.7 The UFBOT and CITY and COUNTY agree that there is sufficient public transportation capacity to accommodate the impacts of development proposed in the 2020-2030 Master Plan as specified in Exhibit "A" to meet the future needs of the University for the duration of this Agreement. The UFBOT and CITY and COUNTY further agree that no off-campus public transportation improvements need be provided as long as UF continues to implement the policies for transportation demand management and transit support in the campus master plan.
- 10.8 The UFBOT and CITY and COUNTY agree that there is sufficient fire and emergency services capacity to accommodate the impacts of development proposed in the 2020-2030 Master Plan and to meet the future needs of the University for the duration of this Agreement. The UFBOT and CITY and COUNTY further agree that no off-campus fire and emergency services improvements need be provided to meet response time level of service requirements.
- 10.9 The UFBOT and CITY and COUNTY agree that there exists sufficient capacity for public roads, public stormwater management facilities, public potable water facilities, public sanitary sewer facilities, public solid waste facilities, public recreation and open space facilities, public transportation, and public fire and rescue emergency facilities to accommodate existing and proposed development on the Alachua County Satellite Properties identified in "C" in accordance with adopted level of service standards.

#### **11.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES**

- 11.1 The UFBOT and CITY and COUNTY agree that no off-campus stormwater management improvements need be assured by the UFBOT, except as provided in Section 8.1.
- 11.2 The UFBOT and CITY and COUNTY agree that no off-campus potable water improvements need be assured by the UFBOT in order to meet locally adopted level of service standards for potable water, except as provided in Section 8.2.

- 11.3 The UFBOT and CITY and COUNTY agree that no off-campus sanitary sewer improvements need be assured by the UFBOT in order to meet locally adopted level of service standards for potable water, except as provided in Section 8.3.
- 11.4 The UFBOT and CITY and COUNTY agree that no off-campus solid waste improvements need be assured by the UFBOT in order to meet locally adopted level of service standards for solid waste.
- 11.5 The UFBOT and CITY and COUNTY agree that no off-campus parks and recreation improvements need be assured by the UFBOT in order to meet locally adopted level of service standards for parks and recreation.
- 11.6 The UFBOT and CITY and COUNTY agree that no off-campus roadway improvements need be assured by the UFBOT in order to meet locally adopted level of service standards for roads.
- 11.7 The UFBOT and CITY and COUNTY agree that no off-campus improvements need be assured by the UFBOT in order to meet locally adopted level of service standards for public transportation.
- 11.8 The UFBOT and CITY and COUNTY agree that no off-campus improvements need be assured by the UFBOT in order to meet locally adopted level of service standards for fire and emergency rescue.

## **12.0 CONCURRENCY RESPONSIBILITIES**

- 12.1 The UFBOT, CITY and COUNTY agree that the UFBOT has fulfilled all concurrency responsibilities with regard to the square footage of development as identified in the Capital Improvements Element of the 2020-2030 Master Plan and Exhibit "A". The development square footage in Exhibit "A" may proceed without any further local government review as long as it is consistent with the UF campus master plan and this Agreement. Should UF seek construction funding for development of more square footage than is provided for in Exhibit "A", UFBOT, the CITY and the COUNTY will review the impacts of such additional square footage in order to determine, if necessary, strategies to mitigate such impacts through an amendment of this Agreement at the time such additional projects are funded. For clarification, and based on the terms of this Agreement, so long as UF does not seek to implement development of square footage in addition to that identified in Exhibit "A" as "Total CDA Authorized" square footage, the parties hereto acknowledge that there are no remaining UFBOT obligations relating to funding under this Agreement or any prior campus development agreement.

## **13.0 APPLICABLE LAWS**

- 13.1 The state government law and policies regarding concurrency and concurrency implementation governing this Agreement shall be those laws and policies in effect at the time of approval of this Agreement.
- 13.2 If state or federal laws are enacted subsequent to execution of this Agreement, which are applicable to or preclude either party's compliance with the terms and conditions of this

Agreement, this Agreement shall be modified or revoked or amended, as necessary to comply with the relevant state or federal laws.

#### **14.0 AMENDMENT**

- 14.1 This Agreement may be amended as provided in Section 1013.30, Florida Statutes and in conjunction with any amendment to the 2020-2030 Master Plan within the geographic area identified in Exhibit “B” and Exhibit “C” which, alone or in conjunction with other amendments: increases density or intensity of use of land on the campus by more than 10 percent; decreases the amount of natural areas, open spaces, or buffers on the campus by more than 10 percent; or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the state, the city or any affected local government.
- 14.2 Requests for amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 21.0 of this Agreement.
- 14.3 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all parties hereto.
- 14.4 In the event of a dispute arising from the implementation of this Agreement, the parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 17.0 of this Agreement.

#### **15.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS**

The CITY and COUNTY find that this Agreement and the proposed development identified in the 2020-2030 Master Plan and Exhibit “A” provided for herein are consistent with the City’s and County’s Comprehensive Plans to the extent that this Agreement addresses issues that are addressed in the City’s and County’s comprehensive plans.

#### **16.0 ENFORCEMENT**

Any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the City and County are located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an aggrieved or adversely affected person other than a party to this Agreement to enforce any rights or obligations arising from this Agreement.

#### **17.0 DISPUTE RESOLUTION**

- 17.1 In the event of a dispute arising from the implementation of this Agreement, each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.
- 17.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for



services rendered and costs expended in connection with resolving disputes pursuant to this Agreement.

- 17.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.
- 17.4 If either the UFBOT or CITY or COUNTY rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Section 1013.30, Florida Statutes, has 60 days to hold informal hearings, if necessary, to resolve the dispute.

## **18.0 MONITORING AND OVERSIGHT**

- 18.1 The CITY and COUNTY may upon request review all relevant information concerning development activity on the UF campus to verify that the terms of this Agreement are satisfied. UF shall continue to provide the CITY and COUNTY periodic project information that demonstrates good faith compliance with the terms of this Agreement as provided for in policies of the Intergovernmental Coordination Element of the 2020-2030 Master Plan.
- 18.2 If any party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 21.0 of this Agreement.

## **19.0 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

## **20.0 FORWARDING AGREEMENT TO STATE LAND PLANNING AGENCY**

A copy of the executed Agreement shall be forwarded to the state land planning agency by the UFBOT within 14 days after the date of execution.

## **21.0 NOTICES**

- 21.1 All notices, demands, requests to replies provided for or permitted by this Agreement shall be in writing and may be delivered by any of the following methods:

By personal service or delivery;  
 By registered or certified mail;  
 By deposit with an overnight express delivery service.

- 21.2 Notices by personal service or delivery shall be deemed effective at the time of personal delivery. Notices by registered or certified mail shall be deemed effective three business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective on the business day after deposit with the express delivery service.

For the purpose of notice, the address of the CITY shall be:

City Manager  
City of Gainesville  
Post Office Box 490  
Gainesville, Florida 32602

With a copy to:

City Attorney  
City of Gainesville  
Post Office Box 1110  
Gainesville, Florida 32602

The address of the COUNTY shall be:

County Manager  
Alachua County  
Post Office Box 2877  
Gainesville, Florida 32602

With a copy to:

County Attorney  
Alachua County  
Post Office Box 2877  
Gainesville, Florida 32602

The address of the UFBOT shall be:

University of Florida Board of Trustees  
Vice President for Business Affairs  
University of Florida  
204 Tigert Hall  
P. O. Box 113100  
Gainesville, Florida 32611

With a copy to:

Vice President and General Counsel  
University of Florida  
123 Tigert Hall  
P. O. Box 113125  
Gainesville, Florida 32611

## **22.0 EXHIBITS AND SCHEDULES**

The Exhibits and Schedule to this Agreement consist of the following, all of which are incorporated into and form a part of this Agreement:

Exhibit "A" – Development Authorized By The Agreement  
Exhibit "B" – Geographic Area Covered By The Agreement (Context Area)  
Exhibit "C" – Geographic Area Covered By The Agreement (Satellite Properties)

**IN WITNESS THEREOF**, the parties have set their hands and seals to this Campus Development Agreement on the day and year indicated.

APPROVED by the UFBOT this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

THE UNIVERSITY OF FLORIDA  
BOARD OF TRUSTEES

By: \_\_\_\_\_  
Dr. Charles E. Lane,  
Senior Vice President  
and Chief Operating Officer

\_\_\_\_\_  
Date

REVIEWED BY:

\_\_\_\_\_  
Colt Little  
Associate General Counsel

**APPROVED** by the City Commission this \_\_\_\_\_ of \_\_\_\_\_, 2021.

ATTEST:

CITY COMMISSION  
OF THE CITY OF GAINESVILLE, FLORIDA

\_\_\_\_\_  
Omichele Gainey, Clerk of the Commission

BY: \_\_\_\_\_  
Lauren Poe, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Nicolle Shalley  
City Attorney

**APPROVED** by the County Commission this \_\_\_\_\_ of \_\_\_\_\_, 2015.

ATTEST:

ALACHUA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
J. K. "Jess" Irby, Esq.  
Clerk of the Commission

BY: \_\_\_\_\_  
Ken Cornell, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Sylvia Torres  
County Attorney

**EXHIBIT “A”  
DEVELOPMENT AUTHORIZED BY THE AGREEMENT**

**1. MAIN CAMPUS**

**NOTE: The parties hereto acknowledge that the various individual gross square footage (GSF) amounts listed in the column designated as “CDA Authorized 2020-2030” may be adjusted and/or be reallocated between the several categories, but in no event will the total GSF in this column exceed 2,298,578 GSF, as indicated below. The parties hereto further acknowledge that the University’s parking inventory may fluctuate during the term of this Agreement and may therefore, temporarily and from time to time, exceed the maximum authorization set forth in this Agreement; however, the University shall minimize the duration of any such temporary exceedances. The parties further acknowledge that impacts to public facilities and services from development identified as “2015-2025 CDA Authorized Balance Remaining” have been previously mitigated per Sections 8.6 and 8.7 of this Agreement.**

UF Main Campus Space Type	2015-2025 CDA Authorized Balance Remaining (Net New GSF)	Total CDA Authorized 2020-2030 (Net New GSF)
Academic / Academic-Outdoor		1,254,950
Active Recreation / Active Recreation-Outdoor		227,841
Support/Clinical and Cultural		577,157
Housing		178,570
Urban Park		2,160
Utilities		57,900
<b>TOTAL</b>	<b>1,060,957</b>	<b>2,298,578</b>
Parking Spaces	(825)	1,000

**2. ALACHUA COUNTY SATELLITE PROPERTIES**

Austin Cary Memorial Forest:

The 2015-2025 CDA authorized 12,000 GSF of development. During those years, 430 GSF of development was added. The 2020-2030 CDA will authorize 11,000 GSF of Academic-Outdoor facilities at this site.

Beef Research Unit:

The 2015-2025 CDA authorized 7,000 GSF of development. No additional square footage was added between 2015 and 2020 at this site. The 2020-2030 CDA will authorize 7,000 GSF of Academic-Outdoor facilities at this site.

Dairy Research Unit:

The 2015-2025 CDA authorized 15,000 GSF of development. During those years, 612 GSF was added. The 2020-2030 CDA will authorize 23,000 GSF of Academic-Outdoor facilities at this site.

Millhopper Horticulture Unit:

The 2015-2025 CDA authorized 10,000 GSF of development. During those years, 3,458 GSF was added for equipment/boat storage and field operations. The 2020-2030 CDA will authorize 14,000 GSF of Academic-Outdoor facilities at this site.

Wall Farm Horse Teaching Unit:

The 2015-2025 CDA authorized 10,000 GSF of development. No additional square footage was added between 2015 and 2020. The 2020-2030 CDA will authorize 10,000 GSF of Academic-Outdoor facilities at this site.

Santa Fe Ranch Beef Research:

The 2015-2025 CDA authorized 18,000 GSF of development. During those years, there was a decrease of 1,848 GSF due to building demolition. The 2020-2030 CDA will authorize 18,000 GSF of Academic-Outdoor facilities at this site.

Lake Wauburg:

The 2015-2025 CDA authorized 40,000 GSF of development. During those years, 1,800 GSF was added for a maintenance building and boat house. The 2020-2030 CDA will authorize 35,000 GSF of Active Recreation facilities at this site.

East Campus:

The 2015-2025 CDA authorized 110,000 GSF of development. No additional square footage was added between 2015 and 2020 at this site. The 2015-2025 CDA will authorize 110,000 GSF of Academic and Support facilities at this site.

Libraries Remote Services:

The 2015-2025 CDA authorized 140,000 GSF of development. No additional square footage was added between 2015 and 2020 at this site. The 2020-2030 CDA will authorize 140,000 GSF of Support facilities at this site.

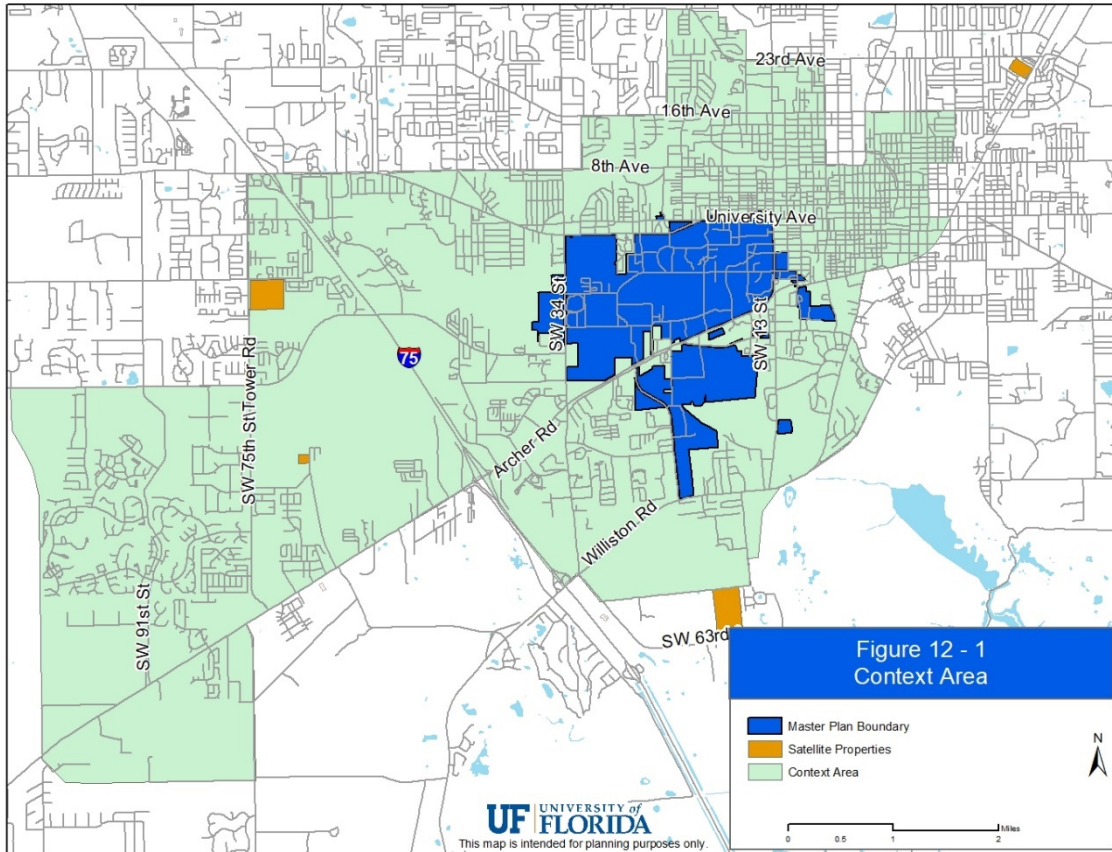
WRUF Tower Site:

The 2015-2025 CDA did not authorize any development at this site and none was developed. The 2020-2030 CDA will authorize 4,000 GSF of Support facilities at this site.

Newnans Lake:

The 2015-2025 CDA did not authorize any development at this site and none was developed. The 2020-2030 CDA will authorize 2,000 GSF of Active Recreation facilities at this site.

**EXHIBIT "B"**  
**GEOGRAPHIC AREA COVERED BY THE AGREEMENT**  
**(CONTEXT AREA)**





**EXHIBIT "C"**  
**GEOGRAPHIC AREA COVERED BY THE AGREEMENT**  
**(SATELLITE PROPERTIES)**

