

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

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the **CITY OF GAINESVILLE** (herein referred to as the "CITY"), a municipal corporation of the State of Florida, **ALACHUA COUNTY** (hereinafter referred to as the "COUNTY"), a charter county and political subdivision of the State of Florida, the **UNIVERSITY OF FLORIDA BOARD OF TRUSTEES** (hereinafter referred to as the "UFBOT", "University" and "UF"), a public corporation of the State of Florida.

**WITNESSETH:**

**WHEREAS**, the campus of the University of Florida is considered to be 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 they 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 master plan for the years 2000-2010 and an associated campus development agreement in effect through 2010; and

**WHEREAS**, the UFBOT has prepared and adopted an updated campus master plan for the years 2005-2015 for the main campus and Alachua County Satellite Properties, as defined in the campus master plan, in compliance with the requirements set forth in Section 1013.30, Florida Statutes, and

**WHEREAS**, the five-year update of the University of Florida campus master plan was adopted by the UFBOT on March 30, 2006, and

**WHEREAS**, a new campus development agreement based upon the updated master plan for the years 2005-2015 is required; and

**WHEREAS**, the main campus is located within the CITY limits, and 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 UF main campus, its location within the CITY and its proximity to the COUNTY's unincorporated area, development on the main 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 1995-2005 campus master plan, the parties to this Agreement recognize the COUNTY as a

signatory party to this campus development agreement, with all the rights, restrictions, and obligations that are provided in Section 1013.30, Florida Statutes, and

**WHEREAS**, the campus development agreement shall determine the impact of proposed campus development reasonably expected over the term of the campus development 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**, the campus development agreement shall identify any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute, and

**WHEREAS**, the campus development agreement shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies, and

**WHEREAS**, the campus development 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

**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**

- 2.1 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.
- 2.2 The term "campus master plan" means the University of Florida Campus Master Plan, which was prepared and adopted consistent with the requirements of Section 1013.30, Florida Statutes.
- 2.3 The term "comprehensive plan" means a plan that meets the requirements of Subsection 163.3177 and 163.3178, Florida Statutes.
- 2.4 The term "concurrency" means that public facilities and services needed to support development are available when the impacts of such development occur.
- 2.5 The term "development" means the carrying out of any building activity or the making of any material change in the use or appearance of any structure or land.

- 2.6 The term “public facilities and services” means potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, public transportation, fire and emergency rescue facilities.
- 2.7 The term “state land planning agency” means the Department of Community Affairs.

### **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 potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, public transportation, fire and emergency rescue facilities 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 re-building, 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, 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 DURATION OF AGREEMENT**

This Agreement shall become effective upon execution by all parties and shall remain in effect through December 31, 2015, unless extended by the mutual consent of the UFBOT and the CITY and COUNTY, or amended, in accordance with Section 15.0 of this Agreement. Upon becoming effective, this Agreement shall supersede and replace the Campus Development Agreement entered into on December 30, 1998, as amended. It is recognized that the UFBOT agreed to fund certain public transit improvements under such prior Campus Development Agreement during fiscal years 2006-2010 as described in Section 9.6(e) hereof to address the UFBOT's impacts identified thereunder. UFBOT acknowledges and agrees that it shall remain responsible for funding such remaining obligations as provided in Section 9.6(e) hereof.

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

The geographic area subject to this Agreement and included within is identified in the adopted UF campus master plan's Future Land Use Map (Figure 2-1), dated March 2006 and those properties identified in the Intergovernmental Coordination Element (Objective 3, Policy 1.3.3);

and the context area identified in the Intergovernmental Coordination Map (Figure 14-1) and depicted as Exhibit “B” attached hereto and incorporated herein by this reference; and the thirteen satellite properties identified in the Intergovernmental Coordination Map (Figure 14-2) and depicted in Exhibit “C” attached hereto and incorporated herein by this reference.

## **7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES**

- 7.1 Four watersheds divide the UF main campus: the Lake Alice watershed, the Hogtown Creek watershed, the Tumblin Creek watershed, and Depression Basins lying between Lake Alice and the Hogtown Creek Watersheds. The Lake Alice watershed is primarily contained within the UF property limits, with small areas of the City contributing around Norman Hall and the Golfview neighborhood.

### Lake Alice

A network of culverts, ponds and channels collect runoff from various sub-basins in this watershed and convey it to Lake Alice. Lake Alice discharges to the groundwater aquifer via two drainage wells located at the west end of the lake. A creek which runs along the north perimeter of the Health Science Center/Shands Hospital complex conveys runoff to Lake Alice from the sub-basins west of SW 13<sup>th</sup> Street, east of North-South Drive, south of Museum Road, and north of Archer Road. The Lake Alice watershed also receives stormwater runoff from off-campus areas of the City, including residential areas east of SW 13<sup>th</sup> Street and the Golfview neighborhood.

### Hogtown Creek

Hogtown Creek is a volume-sensitive basin. The majority of UF property lying within the Hogtown Creek watershed has been developed. Part of the Harn Museum and Performing Arts Auditorium, Florida Museum of Natural History, Maguire Village, University Village South, UF Conference Center, Orthopaedics and Sports Medicine Institute, Park-and-Ride Lot #2 and part of the Physical Plan Division’s facilities lie within this watershed. The drainage collection system for some of these areas conveys runoff to the Florida Department of Transportation (FDOT) drainage facilities in the 34<sup>th</sup> Street (SR 121) right-of-way. The FDOT system flows northward to Hogtown Creek. The Harn Museum, Florida Museum of Natural History, UF Conference Center and Orthopaedics and Sports Medicine Institute have been equipped with retention ponds. No other surface impoundments exist in the UF portion of this watershed.

### Tumblin Creek

Tumblin Creek, lying partially on UF property, flows into Bivens Arm Lake and Paynes Prairie. The UF sub-basins in the Tumblin Creek watershed are less densely developed than the Lake Alice or Hogtown Creek basins. For this reason, fewer drainage improvements exist in this watershed. The College of Veterinary Medicine and the P.K. Yonge Laboratory School have been equipped with drainage systems to convey runoff to their receiving body, Bivens Arm and Tumblin Creek, respectively. Most of the remaining UF property in this watershed is undeveloped.

### Depression Basins

The depression basins lie between the Lake Alice watershed and the Hogtown Creek watershed. The developed areas of these basins include part of the Harn Museum and the Performing Arts Auditorium, the Nuclear Research Field Building, the Poultry Unit, the Swine Unit, the Herbicide Area, part of the Physical Plant Division's facilities, and the UF golf course. The majority of lands within these basins are dedicated for agricultural uses. Only the museums and Physical Plant Division areas are equipped with storm drainage facilities. Since these basins are isolated depressions, they are subject to inundation more often than those having a positive outfall.

- 7.2 Potable water is provided by a looped distribution system which receives water from the Gainesville Regional Utility (GRU) system. Owned by the CITY and operated by the GRU, the Murphree Water Plant supplies water to the University campus. The University-owned distribution piping ranges in size from four to twelve inches in diameter. The system is connected to the GRU system by master meters located in various points around the campus. The potable water distribution system also provides fire protection.
- 7.3 The University-owned and operated sanitary sewer system serving the UF main campus consists of numerous gravity collection systems and pumping stations, a series of master pumping stations, and an on-site water reclamation facility and effluent disposal system. The gravity collection piping ranges in size from four to 24 inches in diameter, while force main piping ranges in size from four to 24 inches in diameter. Pump stations range in size from 40 gallons per minute (GPM) to 1,850 GPM. The on-site water reclamation facility is currently permitted to treat 3.1 million gallons per day.
- 7.4 The UF staff-operated solid waste collection system consists of north, central and south routes. The north route generally covers the campus north of Museum Road and east of Gale Lemerand Drive. The central route covers P.K. Yonge School, Sorority Row, the buildings and housing facilities that access Museum Road and the area north of Museum/Radio Road and west of Gale Lemerand Drive. The south route covers the campus south of the central route, and generally covers the area south of Museum, Mowry, and Hull roads. Once collected, solid waste is then transported to the Alachua County Transfer Station where it is processed for disposal outside of Alachua County. General refuse is collected on campus by UF-owned trucks. Large contracted compactors and roll-off containers are used to collect refuse from the Health Science Center complex, Student Union/Bookstore complex, Veterinary Medical complex, and other large generators. Regular and special services for removal of construction/demolition debris are similarly provided through service contracts administered by the Physical Plant Division. Shands Hospital independently contracts for the disposal of medical wastes from the teaching hospital and other Shands facilities. Bio-medical waste generated by the Health Science Center, Veterinary Medical Hospital, and other University medical and biologic research facilities is disposed of under contracts administered by the Physical Plant Division. Animal carcasses are disposed of by the Veterinary Medicine Hospital through a digestive process. UF recycles paper, cardboard, glass, cans, plastic containers, scrap metals, yard debris, concrete and masonry, used motor oil, used computer/electronic equipment, and other products using a mixture of in-house resources and contracted services.

- 7.5 The University provides and maintains its own active recreational facilities and programs. The University will continue to provide recreational facilities to support its exiting and future needs. The University provides and maintains 447 acres of wetland and upland conservation areas and more than 360 acres of passive and active recreation lands on campus (Urban Park, Green Space Buffer, Active Recreation and Active Recreation-Outdoor Future Land Use classifications). The location and characteristics of these areas have been documented in the Conservation, Future Land Use, and Recreation and Open Space elements of the UF campus master plan.
- 7.6 The on-campus roadways have not been functionally classified by the UFBOT. Off-campus, SW 34<sup>th</sup> Street functions as a 6-lane divided principal arterial. SW 2<sup>nd</sup> Avenue functions as a 2-lane collector. West University Avenue, SW Archer Road and SW 13<sup>th</sup> Street function as 4-lane divided principal arterials. A complete list of road segments within the Context Area, their functional classification and level of service standards, are provided in Subsection 8.12 below. Transit (bus) service on the UF campus is provided by the City’s Regional Transit System (RTS) under an annual contract with UF. In addition, UF operates a special van to serve the needs of disabled students on-campus. Off-campus, RTS provides bus service to the UF campus.

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

- 8.1 The CITY has established a level of service standard for stormwater management that requires all off-site stormwater management facilities to accommodate the discharge from the 25-year, 10-day critical duration storm. The level of service for water quality treatment is the treatment of the “first one inch” of runoff, and compliance with the design performance standards established in Rule Chapters 40-C-42, FAC, and 40-C-42.035, FAC. The CITY has also established an LOS standard within the Hogtown Creek Basin that requires development to retain any increase in runoff over the pre-development volume of runoff for a 72-hour period.
- 8.2 The COUNTY has established the following LOS standards for drainage:

Floodplain Management

All new building lots shall include adequate buildable area above the 100-year floodplain and all new habitable structures must be outside the floodplain. Existing lots of record as of May 2, 2005, without buildable area above the floodplain may only develop subject to limitations such as intensity, impervious surface ratio (ISR), clearing, limits on the use of fill material and requirement for appropriate on-site sewage disposal. No development shall adversely impact the functions of the floodplain. Silviculture and agricultural uses shall be required to follow appropriate Best Management Practices.

| <u>Facility</u>                       | <u>Level of Service</u>  |
|---------------------------------------|--|
| Residential floor elevation .....     | 1 foot above the 100 year/<br>critical-duration storm elevation                                    |
| Non-residential floor elevation ..... | 1 foot above the 100 year/<br>critical-duration storm elevation<br>or flood resistant construction |

Water Quantity

|                          |  |
|--------------------------|--|
| 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.....         | 25 year/24hr. storm for closed system<br>100 year/24 hr. storm for open system         |
| Sidedrains.....          | 10 year/20 minute  |

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 Alachua County Comprehensive Plan must ensure that its post-development stormwater runoff will not contribute pollutants that will degrade the water quality of the watershed. Regardless of the area served, the stormwater treatment provided must provide a level of treatment that meets or exceeds Chapter 62-25 F.A.C. and applicable federal, state, regional, water management district and local requirements in effect on the date of adoption, April 8, 2002 of the Alachua County Comprehensive Plan

- Policy 3.2 Stormwater management facilities for new development shall be provided concurrent with the impacts of such development as part of the County's Concurrency Management Program.
- Policy 3.3 The County shall promote the use of and will assist in the development and implementation of regional master stormwater management plans for Activity Centers.
- Policy 3.4 The County shall amend land development regulations to include the standards adopted in this Stormwater Management Element.
- Policy 3.5 Upon receipt of new Flood Insurance Rate Maps, the County will review and update the Future Land Use Map and adopted level of service standards. The County will provide assistance to the maximum extent practicable, in application for Letters of Map Revision or Letters of Map Amendments

8.3 The CITY has established the following level of service standard for potable water:



- a) Maximum day (peak) design flow --- 200 gallons daily demand per capita.
  - b) Storage capacity --- one-half of the maximum daily consumption volume.
  - 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) The CITY shall reserve potable water capacity for the annual water demand projected by the CITY for UF and the power plants.
- 8.4 The COUNTY has established the following level of service standards for potable water:
- a) Peak Residential --- 353 daily gallons per dwelling unit.
  - b) Peak Non-residential --- Average daily demand multiplied by 1.5, as estimated for plant connection fees.
  - c) Pressure --- The system shall be designed to ensure 20 PSI continuously throughout.
  - d) Storage Tank Capacity --- One-half of the maximum (peak) day consumption volume.
- 8.5 The CITY has established the following level of service standards for sanitary sewer:
- a) Average day standard --- 113 gallons daily flow per capita.
  - b) Peak standard --- 123 gallons daily flow per capita.
  - c) UF standard --- 40 gallons per capita average daily flow.
- 8.6 The COUNTY has established the following level of service standards for sanitary sewer:
- a) Peak Residential --- 200 daily gallons per dwelling unit.
  - b) Peak Non-residential --- Average daily flow multiplied by 1.15, as estimated for plant connection fees.
- 8.7 The CITY and COUNTY have established a level of service standard for solid waste of 0.763 tons per person per year disposed (4.2 pounds per capita per day disposed), in accordance with the Alachua County Comprehensive Plan.
- 8.8 The CITY has established the following level of service standards for parks and recreation:

| <u>Facility</u>      | <u>LOS Standard</u>     |
|----------------------|-------------------------|
| Swimming pool (50 m) | 1 per 85,000 population |
| Swimming pool (25 y) | 1 per 75,000 population |
| Softball field       | 1 per 14,000 population |

|                                |                                |
|--------------------------------|--------------------------------|
| Soccer field                   | 1 per 11,000 population        |
| Trail/linear corridor/greenway | 1 mile per 4,500 population    |
| Basketball court               | 1 per 4,500 population         |
| Tennis court                   | 1 per 6,000 population         |
| Racquetball court              | 1 per 12,000 population        |
| Local nature/conservation park | 6.0 acres per 1,000 population |
| Sports complex                 | 0.5 acres per 1,000 population |
| Community park                 | 2.0 acres per 1,000 population |
| Neighborhood park              | 0.8 acres per 1,000 population |

8.9 The COUNTY has adopted, 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.

8.10 The CITY has established the following level of service standards for public roads:

- a) The CITY has established an LOS “C” for limited access highways, controlled access highways, and the Florida Intrastate Highway System, except as specifically provided within any designated transportation concurrency management area (TCMA).
- b) The CITY has established an LOS “D” for State two-way arterials, except as specifically provided within any designated TCMA.
- c) The CITY has established an LOS “E” for non-state roadways which are CITY-maintained facilities in the roadway network as shown in the Gainesville Urban Area Transportation Study (GUATS), except as specifically provided within any designated TCMA.
- d) The CITY has established LOS “D” for non-state roadways which are Alachua County-maintained facilities in the roadway network as shown in the GUATS, except as specifically provided within any designated TCMA.

8.11 The COUNTY has established the following minimum level of service standards based upon peak hour conditions for functionally classified State and County maintained roadways, except for constrained or backlogged facilities or facilities within a designated Special Transportation Area.

a) Functionally classified State-maintained roadways

| <u>Type</u>       | <u>Rural</u> | <u>Trans/Urban/Comm</u> | <u>Urbanized</u> |
|-------------------|--------------|-------------------------|------------------|
| Limited Access    | B            | C                       | C                |
| Controlled Access | B            | C                       | C                |
| Other Multi-lane  | B            | C                       | D                |
| Two-lane          | C            | D                       | D                |

b) Functionally classified paved County-maintained arterial and collector roadways

| <u>Type</u> | <u>Rural</u> | <u>Urban</u> |
|-------------|--------------|--------------|
|-------------|--------------|--------------|

|                 |   |   |
|-----------------|---|---|
| Minor arterials | D | D |
| Collectors      | D | C |

8.12 The following level of service standards have been established for State, County, City and GUATS system roadways within the geographic area subject to this Agreement, as identified in Exhibit “B” and Exhibit “C”:

| a) State road segments   |                    |                  |                                  |
|--|--------------------|------------------|----------------------------------|
| <u>Segment</u>   | <u>Adopted LOS</u> |                  | <u>Functional Classification</u> |
| S-1, US441, from Paynes Prairie. to Williston Rd. arterial                                 | D                  | 4-lane divided   | principal                        |
| S-2, US441, from Williston Rd. to Archer Rd. arterial                                      | D                  | 4-lane divided   | principal                        |
| S-3, US441, from Archer Rd. to University Ave. arterial                                    | D                  | 4-lane divided   | principal                        |
| S-4, US441, from W. University Ave. to NW 29 Rd. arterial                                  | D                  | 4-lane divided   | principal                        |
| S-6, SR 20/NW 6 <sup>th</sup> Street, from NW. 8th Ave. to NW 39 Ave. arterial             | D                  | 4-lane undivided | principal                        |
| S-10, SR 24, from I-75 to SW 34 St. arterial   | D                  | 6-lane divided   | principal                        |
| S-55, SR 24, from SW 34 St. to SW 16 Ave. arterial   | D                  | 6-lane divided   | principal                        |
| S-11, SR 24, from SW 16 Ave. to US 441 arterial  | D                  | 4-lane divided   | principal                        |
| S-14, SR 26, from NW 98 St. to I-75 arterial   | C                  | 4-lane divided   | principal                        |
| S-15, SR 26, from I-75 to NW 8 Ave. arterial   | D                  | 6-lane divided   | principal                        |
| S-16, SR 26, from NW 8 Ave. to W. 34 St. arterial  | D                  | 4-lane divided   | principal                        |
| S-17, SR 26, from W. 34 St. to Gale Lemerand Dr. arterial                                  | D                  | 3-lane undivided | principal                        |
| S-18, SR 26, from Gale Lemerand Dr. to US 441 arterial                                     | D                  | 4-lane divided   | principal                        |
| S-19, SR 26, from US 441 to Waldo Rd. arterial   | D                  | 4-lane divided   | principal                        |
| S-21, SR 26A/SW 2 <sup>nd</sup> Ave., from SR 26/. to SR121/ 34 <sup>th</sup> St. arterial | D                  | 2-lane divided   | principal                        |
| S-22, SR 26A/SW 2 <sup>nd</sup> Ave., from SR121/ 34 <sup>th</sup> St. to SR 26. arterial  | D                  | 2-lane divided   | principal                        |
| S-23, SR 121, from Williston Rd. to SR 24 arterial   | D                  | 6-lane divided   | principal                        |

|  |   |        |           |           |
|--|---|--------|-----------|-----------|
| S-24, SR 121, from Archer Rd. to SR 26 arterial                | D | 6-lane | divided   | principal |
| S-25, SR 121, from SR 26 to NW 16 Ave. arterial                | D | 2-lane | divided   | principal |
| S-33, SR 226, from Archer Rd. to US 441 arterial               | D | 4-lane | divided   | principal |
| S-34, SR 226, from US 441 to Main St. arterial                 | D | 4-lane | divided   | principal |
| S-35, SR 226 from Main St. to Williston Rd. arterial           | D | 2-lane | undivided | principal |
| S-36, SR 120A/NW 23 Ave US 441 to Main to Waldo Rd. arterial   | D | 4-lane | undivided | principal |
| S-37, SR 226 from Main St. to Williston Rd. arterial           | D | 2-lane | undivided | principal |
| S-38, SR 331, from I-75 to US 441 arterial                     | C | 4-lane | divided   | principal |
| S-39, SR 331 from US 441 to SR 26 arterial                     | C | 4-lane | divided   | principal |
| S-40, SR 20 from NW 6 <sup>th</sup> St to Main Street arterial | D | 4-lane | divided   | principal |
| S-41, I-75, from Williston Rd. to Archer Rd. arterial          | C | 6-lane | divided   | principal |
| S-42, I-75, from Archer Rd. to Newberry Rd. arterial           | C | 6-lane | divided   | principal |
| S-55, SR24, From SR121 (SW 34) to SR226 (SW 16) arterial       | D | 6-lane | divided   | principal |
| SR 24, north of the MTPO boundary arterial                     | B | 4-lane | divided   | principal |
| US 441, south of the MTPO boundary arterial                    | B | 4-lane | divided   | principal |

## b) County road segments

| <u>Segment</u>  | <u>LOS</u> | <u>Functional Classification</u> |           |       |
|---|------------|----------------------------------|-----------|-------|
| A-1, NW 53 Ave, from NW 52 Terr. to US 441 collector    | D          | 2-lane                           | undivided | major |
| A-13, SW 75 St, from SR 24 To SW 8 Ave. arterial        | D          | 2-lane                           | undivided | minor |
| A-14, SW 75 St, from SW 8 Ave. to SR 26 arterial        | D          | 4-lane                           | divided   | minor |
| A-15, SW 20 Ave, from SW 75 St. to SW 62 Blvd. arterial | D          | 2-lane                           | undivided | minor |
| A-16, SW 20 Ave, from SW 62 Blvd. to SW 34 St. arterial | M          | 2-lane                           | undivided | minor |

|  |   |                          |
|--|---|--------------------------|
| A-17, N. Main St, from NW 8 Ave to NW 23 Ave arterial  | D | 4-lane undivided minor   |
| A-28, SW 63 Ave, from SR 331 to US 441 collector       | D | 2-lane undivided major   |
| A-30, SW 40 Blvd/42 St/43 St. from SR 24 to SW 20 Ave. | D | 2-lane divided collector |
| A-34, NW 53 Ave, NW 98 St. to NW 52 Terr. collector    | D | 2-lane undivided major   |
| A-42, CR 329B, from SR 20 to SR 26 collector           | D | 2-lane undivided major   |
| A-47, S. Main St, from SR 331 to SR 26 arterial        | D | 4-lane divided minor     |
| CR 225, north of the MTPO boundary collector           | B | 2-lane undivided major   |
| CR 237, north of the MTPO boundary collector           | B | 2-lane undivided minor   |
| CR 241, north of the MTPO boundary collector           | B | 2-lane undivided major   |

## c) City road segments

| <u>Segment</u>   | <u>LOS</u> | <u>Functional Classification</u> |
|--|------------|----------------------------------|
| G-37, SW 23 Terr, from Williston Rd. to SR 24          | E          | 2-lane undivided collector       |
| G-2, NW 8 Ave. from SR 26 to W. 22 St. collector       | E          | 4-lane undivided urban           |
| G-3, NW 8 Ave, from W. 22 St. to NW 6 St. collector    | E          | 2-lane undivided urban           |
| G-4, W 62 Blvd, from SR 26 to SW 20 Ave. collector     | E          | 2/4-lane undivided               |
| G-5, NW 22 St, from SR 26 to NW 16 Ave.                | E          | 2-lane undivided collector       |
| G-6, NW 8 Ave, from N. Main St. to Waldo Rd. collector | E          | 2-lane undivided urban           |
| G-7, S 2 Ave, from US 441 to SE 7 St.                  | E          | 2-lane divided collector         |
| G-8, W 6 St, from SR 226 to SW 4 Ave.                  | E          | 4-lane divided collector         |
| G-9, W 6 St, from SW 4 Ave. to NW 8 Ave.               | E          | 2-lane undivided collector       |
| G-10, E 9 St from SE 2 Ave. to NW 31 Ave.              | E          | 2-lane undivided collector       |
| G-20, S 4 Ave. from US 441 to SE 15 St.                | E          | 2-lane divided collector         |
| G-21, SW 9 Rd/Depot/SE 7 St. from US 441 to SE 15 St.  | E          | 2-lane undivided collector       |
| G-24, NW 17 St, from SR 26 to NW 8 Ave.                | E          | 2-lane undivided collector       |
| G-25, W 12 St, from SW 4 Ave. to NW 8 Ave.             | E          | 2-lane undivided collector       |
| G-26, W 10 St, from SW 4 Ave. to NW 8 Ave.             | E          | 2-lane undivided collector       |
| G-27, SW 16 St, from SW 16 Ave. to SR 24               | E          | 2-lane undivided collector       |
| G-28, NW 5 Ave, from NW 22 St. to US 441               | E          | 2-lane undivided collector       |

|   |   |                            |
|---|---|----------------------------|
| G-29, W 3 St, from SW 4 Ave. to NW 8 Ave.     | E | 2-lane undivided collector |
| G-30, W 2 St. from SW 4 Ave. to NW 8 Ave.     | E | 2-lane undivided collector |
| G-33, E 2 St. from SE 2 Pl. to NE 8 Ave.      | E | 2-lane undivided collector |
| G-34, E 3 St. from SE Depot Ave. to NE 2 Ave. | E | 2-lane undivided collector |

8.13 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.

**9.0 EXISTING FINANCIAL ARRANGEMENTS BETWEEN THE UFBOT AND SERVICE PROVIDERS**

9.1 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:

- Collegiate Living Organization (117 NW 15<sup>th</sup> Street);
- Development and Alumni Affairs buildings and parking lots (2012 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 (2701 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);
- Eastside Campus (2006 Waldo Road); and
- Auxiliary Library Facility (2715 NE 39<sup>th</sup> Avenue);

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.

Accordingly, all projects that discharge into the City's stormwater system shall also pay the City the adopted rate per equivalent residential unit (ERU) for stormwater services in accordance with City ordinance, and the City and University agree to work together, in good faith, to determine the appropriate amount of credit the University should receive.

9.2 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.

9.3 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.

9.4 The UFBOT provides most of its own internal solid waste removal services using organic refuse trucks, dumpsters and Grounds Department personnel. The UFBOT has entered into a contract with a private contractor for supplemental trash collection and removal services to the UF campus.

9.5 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.

9.6 The UFBOT has entered into a contract with the City's Regional Transit System for the provision of on-campus shuttle bus routes. The UFBOT pays the CITY (RTS) based upon an agreed-upon contractual payment by UF. This rate is recalculated on a year-to-year basis, dependent upon RTS' annual operating expense per hour. Additionally, the Campus Development Agreement for 1995-2005 dated December 30, 1998 with subsequent amendments in March 2001 and March 2004 provides for fair-share payments to improve off-campus transportation facilities and services necessary to address deficiencies identified in that agreement as follows:

(a) The UFBOT has provided funding in the amount of \$3,200,000 to the COUNTY to be applied toward costs of the construction of SW 24<sup>th</sup> Avenue, from SR 121/SW 34<sup>th</sup> Street to SW 43<sup>rd</sup> Street and SW 62<sup>nd</sup> Boulevard linking SW 20<sup>th</sup> Avenue to SW 43<sup>rd</sup> Street;

(b) The UFBOT has provided funding in the amount of \$1,000,000 to the CITY to be applied toward costs of the construction of bicycle/pedestrian corridors. Specific improvements to be funded will be determined after discussions by the CITY and UF;

(c) The UFBOT has provided funding in the amount of \$3,500,000 (\$500,000 per year for 7 years; FY99-05) to the CITY for public transit improvements. Specific improvements to be funded are determined on an annual basis, after discussions by the CITY, COUNTY and UF;

(d) The UFBOT has provided funding in the amount of \$1,250,000 to the COUNTY and \$1,250,000 to the CITY, to be applied jointly toward costs of SR 26 and SR 26A design and construction; these funds have been applied as follows:

1. \$1,196,674 to the design of the SR 26A Reconstruction;
2. \$450,000 to SR 26 traffic signal reconstruction; and
3. \$100,000 to the design of the SR 26 Enhancement project.

The remaining funds were subsequently applied as follows:

1. \$450,000 for the CITY to apply toward costs of purchasing two transit buses; and
2. \$303,326 for the COUNTY to apply toward the project described in 9.6(a) above.

(e) The UFBOT has provided additional funding in the amount of \$3,500,000 (\$700,000 per year for 5 years; FY06-FY10) to the CITY for public transit improvements. Specific

improvements to be funded will be determined after discussions by the CITY, COUNTY and UFBOT;

**10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES**

- 10.1 The UFBOT and CITY and COUNTY agree that development proposed in the adopted UF campus master plan 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 adopted UF campus 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.
- 10.2 The UFBOT and CITY and COUNTY agree that development proposed in the adopted UF campus master plan should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the CITY and COUNTY.
- 10.3 The UFBOT and CITY and COUNTY agree that development proposed in the adopted UF campus master plan should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the CITY and COUNTY.
- 10.4 The UFBOT and CITY and COUNTY agree that development proposed in the adopted UF campus master plan should not degrade the operating conditions for public solid waste facilities below the level of service standards adopted by the CITY and COUNTY.
- 10.5 The UFBOT and CITY and COUNTY agree that development proposed in the adopted UF campus master plan 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.
- 10.6 The UFBOT and CITY and COUNTY agree that the operating conditions on the following roadway segments have already degraded below the level of service standards adopted by the CITY and COUNTY, and that the development identified in the adopted UF campus master plan and in Exhibit "A" will contribute to further degradation:

(S-55) SR24/Archer Road from SR121/SW 34<sup>th</sup> Street to SR226/SW 16<sup>th</sup> Avenue  
(S-3) US441/SW 13<sup>th</sup> Street from Archer Road to SR26/University Avenue  
(S-4) US441/NW 13<sup>th</sup> Street from W. University Avenue to NW 29<sup>th</sup> Road  
(S-22) SR26A/SW 2<sup>nd</sup> Avenue from W. 34<sup>th</sup> Street to University Avenue  
(S-18) SR26/W. University Avenue from Gale Lemerand Drive to SW 13<sup>th</sup> Street  
(A-16) SW 20<sup>th</sup> Avenue from W. 62<sup>nd</sup> Boulevard to SW 34<sup>th</sup> Street

The UFBOT and CITY and COUNTY further agree that, for the purposes of this Agreement, the development identified in the adopted UF campus master plan and Exhibit "A" will cause the operating conditions on the following roadway segments to degrade below the level of service standards adopted by the CITY and COUNTY:

(S-10) SR24/Archer Road from I-75 to SW 34<sup>th</sup> Street  
(S-11) SR24/Archer Road from SW 16<sup>th</sup> Avenue to SW 13<sup>th</sup> Street  
(G-28) NW 5<sup>th</sup> Avenue from NW 22<sup>nd</sup> Street to NW 13<sup>th</sup> Street



- (S-24) SR121/SW 34<sup>th</sup> Street from SR24/Archer Road to SR26/University Ave.
- (S-17) SR26/W. University Avenue from SW 34<sup>th</sup> Street to Gale Lemerand Drive
- (G-27) SW 16<sup>th</sup> Street from SR226/SW 16<sup>th</sup> Avenue to SR24/Archer Road
- (S-2) US441/SW 13<sup>th</sup> Street from Williston Road to Archer Road
- (G-20) SW 4<sup>th</sup> Avenue from SW 13<sup>th</sup> Street to SE 15<sup>th</sup> Street

The UFBOT and CITY and COUNTY agree that the operating conditions on additional University Context Area roadway segments will degrade below the level of service standards adopted by the CITY and COUNTY, unless - *at a minimum* - existing transit service level is maintained including bus replacement to retain a sufficient functioning fleet.

Mitigation of the above deficiencies shall be addressed by transportation strategies identified in Section 11.6 of this Agreement.

- 10.7 The UFBOT and CITY and COUNTY agree that some of the development proposed in the adopted UF campus master plan requires specialized emergency response equipment not currently possessed by the CITY, but needed, in particular, to meet the NFPA guideline for response time and to respond to high rise building construction. For this reason, the UFBOT agrees to provide CITY with \$800,000 for the purchase of certain emergency capital equipment.
- 10.8 The UFBOT and CITY and COUNTY agree that development proposed on the 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.

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

In order to meet concurrency, the construction of the following off-campus improvements shall be required.

- 11.1 The UFBOT and CITY and COUNTY agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the adopted UF campus 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 adopted UF campus 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 and provides necessary stormwater management facilities required under the applicable Water Management District rules.
- 11.2 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 adopted UF campus master plan 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.

- 11.3 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 adopted UF campus master plan 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.
- 11.4 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.
- 11.5 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 adopted UF campus master plan 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.
- 11.6 The UFBOT and CITY and COUNTY agree that the following off-campus transportation improvements are necessary to address deficiencies identified in Section 10.6 of this Agreement.
- a) Implement a county-wide traffic management system (TMS);
  - b) Improve public transit to and from campus;
  - c) Construct additional bicycle and pedestrian facilities;
  - d) Acquire right-of-way, as needed, and construct 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;
  - e) Construct roadway and intersection modifications on SW 2<sup>nd</sup> Avenue from SW 13<sup>th</sup> Street to S. Main Street; and
  - f) Perform necessary studies and construct 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.
- 11.7 The UFBOT and CITY and COUNTY agree that the purchase of certain emergency capital equipment is necessary to address deficiencies identified in Section 10.7 of this Agreement.
- 11.8 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 and emergency services facilities to accommodate existing and proposed development on the Alachua County Satellite Properties identified in “ C” in accordance with adopted level of service standards.

**12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES**

- 12.1 The UFBOT and CITY and COUNTY agree that no off-campus stormwater management improvements need be assured by the UFBOT.
- 12.2 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 9.2.
- 12.3 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 9.3.
- 12.4 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, except as provided in Section 9.4.
- 12.5 The UFBOT and CITY and COUNTY agree that no off-campus parks and recreation improvements need be assured by the UFBOT.
- 12.6 The UFBOT and CITY and COUNTY agree that the UFBOT’s responsibility for paying its fair share to mitigate deficiencies identified in Section 10.6 and for the costs of improvements identified in Section 11.6 may be met through the following transportation system modifications.
  - a) The UFBOT shall provide funding in the amount of \$3,789,300 to the CITY toward implementation of a county-wide traffic management system (TMS);
  - b) The UFBOT shall provide 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;
  - c) The UFBOT shall provide 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;
  - d) The UFBOT shall provide 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;
  - e) The UFBOT shall provide 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

- f) The UF BOT shall provide 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.
- 12.7 The UFBOT and CITY and COUNTY agree that the UFBOT's responsibility for paying its fair share to mitigate deficiencies identified in Section 10.7 and for the costs of improvements identified in Section 11.7 may be met by providing \$800,000 from the UFBOT to the CITY for the purchase of certain emergency ~~response apparatus~~ capital equipment.
- 12.8 Upon execution of this Agreement, the UFBOT shall request the Florida Department of Education to encumber State University System Concurrency Trust Funds in the amount of \$21,125,380, which shall constitute the UFBOT's fair share of the costs of improvements identified in Section 12.6 and 12.7 above.
- 12.9 All of the UFBOT financial obligations hereunder are subject to availability of funds in the Florida Department of Education's Concurrency Trust Fund or other appropriation by the Florida Legislature for such purposes.

### **13.0 CONCURRENCY RESPONSIBILITIES**

- 13.1 The UFBOT, CITY and COUNTY agree that the deficiencies identified in Section 10.6 and 10.7 of this Agreement, the improvements identified in Section 11.6 and 11.7 of this Agreement, and the UFBOT's fair share identified in Section 12.6 and 12.7 of this Agreement, are based upon the projected impacts of the development identified in Exhibit "A".
- 13.2 The UFBOT, CITY and COUNTY agree that the UFBOT will have fulfilled all concurrency responsibilities with regard to the square footage of development identified in the Capital Improvements Element of the UF campus master plan and Exhibit "A", upon securing funds from the Florida Department of Education as specified in Section 12.8 for payment of the fair share identified in Section 12.6 and 12.7 of this Agreement. Said development may proceed without any further local government review as long as it is consistent with the UF campus master plan and this Agreement. Once secured by the UFBOT on behalf of the CITY and COUNTY, these fair-share payment funds shall be paid to the CITY and COUNTY for projects described in Section 12.6 and 12.7 upon receipt of documentation stating the host local government is prepared to expend project funds and a contract for performance of these projects is imminent.

### **14.0 APPLICABLE LAWS**

- 14.1 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.
- 14.2 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.

**15.0 AMENDMENT**

- 15.1 This Agreement may be amended as provided in Section 1013.30, Florida Statutes and in conjunction with any amendment to the adopted UF Campus 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.
- 15.2 Requests for amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.
- 15.3 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.
- 15.4 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 18.0 of this Agreement.

**16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS**

The CITY and COUNTY find that this Agreement and the proposed development identified in 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.

**17.0 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.

**18.0 DISPUTE RESOLUTION**

- 18.1 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.
- 18.2 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.

- 18.3 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.
- 18.4 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.

## **19.0 MONITORING AND OVERSIGHT**

- 19.1 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 monthly project information that demonstrates good faith compliance with the terms of this Agreement.
- 19.2 The University may upon request review all relevant information concerning development activity by the City and County to verify that improvements identified in Sections 11.6, 11.7, 12.6 and 12.7 of this Agreement funded by the State University System Concurrency Trust Fund that address impacts of University development have been implemented consistent with the terms and conditions of this Agreement. Not less than once every 12 months, the City and County shall provide the University project information that demonstrates good faith compliance with the terms of this Agreement. Required project information shall include a statement of compliance with this Agreement, and a report on the status of improvements identified in Section 11.6, 11.7, 12.6 and 12.7 of this Agreement.
- 19.3 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 22.0 of this Agreement.

## **20.0 SUCCESSORS AND ASSIGNS**

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

## **21.0 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.

## **22.0 NOTICES**

- 22.1 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.

- 22.2 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 Finance and Administration  
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

**23.0 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 \_\_\_\_\_, 2006

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

\_\_\_\_\_  
John E. Poppell,  
Vice President for Finance and Administration

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
M. Kristina Raattama  
Associate General Counsel

**APPROVED** by the City Commission this \_\_\_\_\_ of \_\_\_\_\_, 2006.

ATTEST:

CITY COMMISSION  
OF THE CITY OF GAINESVILLE, FLORIDA

\_\_\_\_\_  
Kurt Lannon, Clerk of the Commission

BY: \_\_\_\_\_  
Pegeen Hanrahan, Mayor

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

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Marion J. Radson  
City Attorney

**APPROVED** by the County Commission this \_\_\_\_\_ of \_\_\_\_\_, 2006.

ATTEST:

ALACHUA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

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

BY: \_\_\_\_\_  
Lee Pinkoson, Chairman

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

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Dave W. Wagner  
City Attorney

**EXHIBIT "A"**  
**DEVELOPMENT AUTHORIZED BY THE AGREEMENT**

**1. MAIN CAMPUS**

| Space Type  | CDA Authorized<br>2000-2010<br>(GSF) | Net Built<br>2000-2005<br>(GSF) | CDA Authorized<br>2005-2015<br>(GSF) |
|---|--------------------------------------|---------------------------------|--------------------------------------|
| Housing   | 204,660                              | 14,925                          | 284,502                              |
| Utilities   | 50,000                               | 0                               | 19,500                               |
| Green Space Buffer and<br>Urban Park (formerly Passive<br>Recreation) | 3,000                                | 0                               | 0                                    |
| Active Recreation/ Active<br>Recreation-Outdoor                       | 334,000                              | 250,313                         | 342,760                              |
| Academic/ Academic-Outdoor  | 1,218,800                            | 351,559                         | 2,104,856                            |
| Support / Clinical and Cultural                                       | 581,873                              | 497,998                         | 1,002,718                            |
| <b>TOTAL</b>  | <b>2,392,333</b>                     | <b>1,114,795</b>                | <b>3,754,336</b>                     |
| Parking   | 1,400 spaces                         | 1,400 spaces                    | 2,000 spaces                         |

**2. ALACHUA COUNTY SATELLITE PROPERTIES**

Austin Cary Memorial Forest:

The 2000-2010 CDA authorized 15,000 GSF of development. No additional square footage has been added between 2000 and 2005. The 2005-2015 CDA will authorize 15,000 GSF of Academic-Outdoor and field support facilities at this site.

Beef Research Unit:

The 2000-2010 CDA did not authorize any new development at this site, nor was any constructed between 2000 and 2005. The 2005-2015 CDA will authorize 5,000 GSF of Academic-Outdoor and field support facilities at this site.

Dairy Research Unit:

The 2000-2010 CDA authorized 18,000 GSF of development. A barn was constructed of 18,000 GSF between 2000 and 2005. The 2005-2015 CDA will authorize 12,000 GSF of Academic-Outdoor and field support facilities at this site.

Millhopper Horticulture Unit:

The 2000-2010 CDA authorized 21,000 GSF of development. No additional square footage has been added between 2000 and 2005. The 2005-2015 CDA will authorize 21,000 GSF of Academic-Outdoor and field support facilities at this site.

Wall Farm Horse Teaching Unit:

The 2000-2010 CDA authorized 15,000 GSF of development. A hay/yearling barn was constructed along with a graduate student residence totaling 4,600 GSF between 2000 and 2005. The 2005-2015 CDA will authorize 10,400 GSF of Academic-Outdoor and field support facilities at this site.

Santa Fe Ranch Beef Research:

The 2000-2010 CDA authorized 18,000 GSF of development. No additional square footage has been added between 2000 and 2005. The 2005-2015 CDA will authorize 18,000 GSF of Academic-Outdoor and field support facilities at this site.

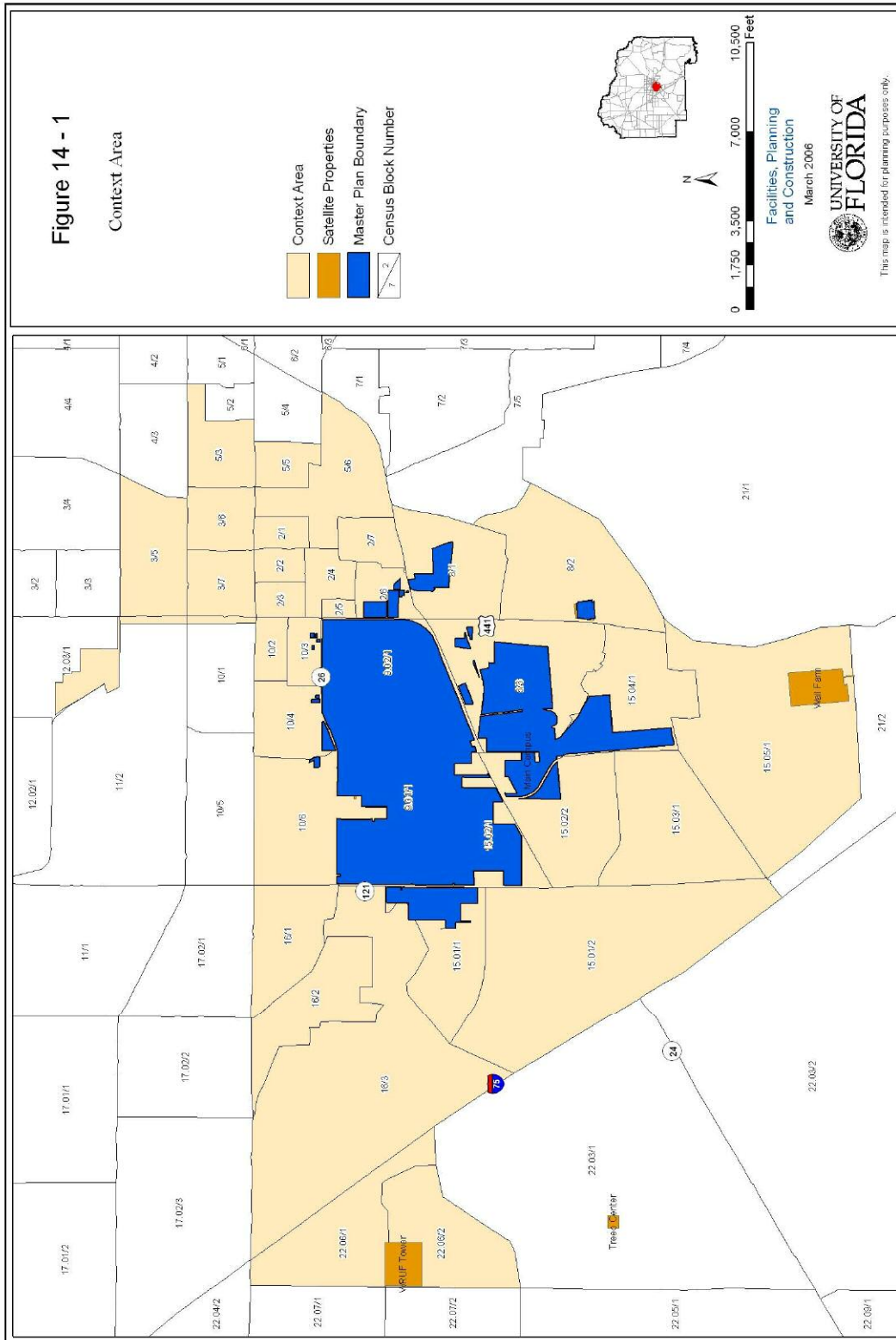
Lake Wauburg:

The 2000-2010 CDA authorized 14,522 GSF of development. No additional square footage has been added between 2000 and 2005. The 2005-2015 CDA will authorize 21,200 GSF of Active Recreation facilities at this site.

Eastside Campus:

The Eastside Campus was added to the campus master plan through an amendment in 2004. No additional square footage has been added between 2000 and 2005. The 2005-2015 CDA will authorize 124,162 GSF of Academic and Support facilities at this site.

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



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

