



STATE UNIVERSITY SYSTEM OF FLORIDA

325 West Gaines Street, Tallahassee, Florida 32399-1950

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RECEIVED
JAN 22 1999

cc: Rob P
John N

January 19, 1999

Mr. Gerald Schaffer
Vice President for Administrative Affairs
University of Florida
204 Tigert Hall
Post Office Box 113100
Gainesville, Florida 32611-3100

Dear Jerry:

I am pleased to enclose the University's signed original of the campus development agreement between the Board of Regents, University of Florida, Alachua County and the City of Tallahassee. I appreciate your efforts and patience in getting the agreement finalized. Please pass along my sincere appreciation to Rob Pritchard for his assistance in finalizing the agreement.

Sincerely,

Bob

Robert G. Nave
University Support Services

RGN/rgn

Enclosure

AN EQUAL ACCESS/OPPORTUNITY—AFFIRMATIVE ACTION SYSTEM

University of Florida • Florida State University • Florida A&M University • University of South Florida • Florida Atlantic University
Gainesville Tallahassee Tallahassee Tampa Boca Raton

University of West Florida • University of Central Florida • Florida International University • University of North Florida • Florida Gulf Coast University
Pensacola Orlando Miami Jacksonville Ft. Myers

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

THIS AGREEMENT is made and entered into this 30 day of December, 1998, 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 **FLORIDA BOARD OF REGENTS** (hereinafter referred to as the "BOR"), a public corporation of the State of Florida, and the **UNIVERSITY OF FLORIDA** (hereinafter referred to as "UF").

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 they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Section 240.155, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes, except when stated otherwise, and

WHEREAS, the BOR/UF has prepared and adopted a campus master plan for the main campus of the University of Florida in compliance with the requirements set forth in Subsections 240.155(3)-(6), Florida Statutes, and

WHEREAS, 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 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, upon adoption of the campus master plan by the BOR, the BOR and City are required to enter into a campus development agreement, and

WHEREAS, based upon the stipulated settlement agreement between the BOR/UF and the County to resolve issues identified in the County's petition challenging the UF campus master plan, the parties to this Agreement recognize the County as a signatory party to this campus development agreement, with all of the rights, restrictions, and obligations that are provided in Subsections 240.155(8)-(20), Florida Statutes, to a local government that signs a campus development agreement, and

WHEREAS, the campus development agreement shall determine the impacts 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, and public transportation, 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 BOR's "fair share" of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies.

NOW, THEREFORE, in consideration of the covenants contained herein and the performance thereof, 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 OF TERMS USED IN THIS AGREEMENT

- 2.1 The term "Administration Commission" means that entity created pursuant to Section 14.202, Florida Statutes.
- 2.2 The term "affected person" means a host local government; an affected local government; any state, regional or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government.
- 2.3 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.
- 2.4 The term "campus master plan" means the University of Florida Campus Master Plan, which was prepared and adopted consistent with the requirements of Subsections 240.155 (3) through (6), Florida Statutes.
- 2.5 The term "comprehensive plan" means a plan that meets the requirements of Subsections 163.3177 and 163.3178, Florida Statutes.

- 2.6 The term "concurrency" means that public facilities and services needed to support development are available when the impacts of such development occur.
- 2.7 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.
- 2.8 The term "force majeure" means acts of God, earthquakes, blizzards, tornados, hurricanes, fire, flood, sinkhole, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, compliance with any court order, ruling, or injunction.
- 2.9 The term "public facilities and services" means potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities.
- 2.10 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 Subsection 240.155 (11)-(15), Florida Statutes. It is the intent of the BOR/UF, City, and County to ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities and services 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 BOR/UF and the City and County.
- 4.2 The BOR/UF 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 the valid, binding and enforceable Agreement of the BOR/UF.
- 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 law; 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 law; and does not violate any other Agreement to which the County is a party, 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 240.155, 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.
- 4.7 In the event that all or a portion of a project identified in the campus master plan should be destroyed by a fire, storm, or other force majeure, the BOR/UF, its grantees, successors and assigns, shall have the right to rebuild and/or repair the structures, and the time periods for performance by the BOR/UF shall be automatically extended so long as there is compliance with this Agreement.
- 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 the year 2005, unless extended by the mutual consent of the BOR/UF and the City and County, in accordance with Section 15.0 of this Agreement.

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 4-1F), dated November 2, 1995, and subsequently amended, and those properties identified in Future Land Use Element Policy 2.3, (Goal 2.0) as amended by the BOR on September 27, 1996, and the context area identified in Exhibit "B", 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 fully contained within the UF property limits.

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 13th 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 13th Street and commercial and residential areas north of West University Avenue.

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, Maguire Village, University Village South, part of the Physical Plant Division's facilities, the Animal Research Facility, the proposed UF Conference Center, and student parking lot, 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 34th Street (SR 121) right-of-way. The FDOT system flows northward to Hogtown Creek. The Harn Museum has been equipped with retention ponds. No other major surface impoundments exist in the UF portion of this watershed.

Tumblin Creek

Tumblin Creek, lying partially on UF property, flows into Bivens Arm Lake. 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 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 is 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 12 inches in diameter. The system is connected to the GRU system by 16 master meters located at 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 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 inches to 24 inches in diameter, while force main piping ranges in size from four inches 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. GRU provides sanitary sewer service to Maguire Village, a small area west of the USDA complex, the President's residence, and those properties identified in the UF campus master plan's Future Land Use Element Policy 2.3, (Goal 2.0) as amended by the BOR on September 27, 1996.
- 7.4 The UF solid waste collection system consists of north, central and south routes. The north route covers the campus north of Museum and Radio roads. The central route covers P.K. Yonge School, Sorority Row, and the buildings and housing facilities that access Museum Road. The south route covers the campus south of the central route, and generally south of Museum, Mowry, and Hull roads. Once collected, solid waste is then transported to the Alachua County Solid Waste Management Facility. 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 and Physical Plant compound. Shands

Hospital independently contracts for the disposal of medical wastes. Medical waste by the Health Sciences Center 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, aluminum cans, scrap metals, yard debris, concrete and masonry, used motor oil and similar items.

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 existing and future needs. The University provides and maintains more than 600 acres of wetland and upland conservation areas and more than 58 acres of passive recreation lands on campus. The location and characteristics of these areas have been documented in the Conservation 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 BOR/UF. Off-campus, SW 34th Street functions as a 6-lane divided principal arterial. SW 2nd Avenue functions as a 2-lane collector. West University Avenue, SW Archer Road, and SW 13th Street function as 4-lane divided principal arterials. A complete list of road segments within the context area, their functional classifications and level of service standards, is 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 which 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 and performance standards established in Rule Chapters 40-C-42.025, FAC, and 40-C-42.035, FAC. The City has also established an LOS standard within the Hogtown Creek Basin which 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:

<u>Facility</u>	<u>LOS</u>
Residential floor elevation	one foot above the 100-year/24-hour storm elevation
Non-residential floor elevation	one foot above the 100-year/24-hour storm elevation or floodproofed

Water Quantity

Retention basins	100-year/24-hour storm or applicable water management district standards
Detention basins	25-year/24-hour storm with 100-year/24-hour storm route
Storm sewer systems	3-year/10-minute
Cross drains	10/25 year/24-hour
Side drains	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. Regardless of the area served, the stormwater treatment provided must provide a level of treatment which meets or exceeds the requirements of Chapter 40-42 or Chapter 40-B4 (whichever is applicable), Florida Administrative Code, in effect on the date of adoption of the County's comprehensive plan, to ensure that the water quality standards of Chapter 62, Florida Administrative Code, are met, and to ensure that the water quality of the receiving body is not degraded below the minimum conditions necessary to maintain their classifications as established in Chapter 62, Florida Administrative Code.

It is intended that all standards in these citations are to apply to all development and redevelopment and that any exemptions or exceptions in these citations (including project size thresholds) are not applicable. Infill residential development within improved residential areas or subdivisions existing prior to the adoption of the County's comprehensive plan must ensure that its post-development stormwater runoff will not contribute pollutants which will cause the runoff from the entire improved area or subdivision to degrade receiving water bodies and their water quality as stated above.

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 standard 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>1997 LOS Standard</u>
Swimming pool (50m)	1 per 85,000 population
Swimming pool (25y)	1 per 75,000 population
Softball field	1 per 10,000 population
Soccer field	1 per 11,000 population
Trail/linear corridor/greenway	1 mile per 4,500 population
Basketball court	1 per 4,400 population
Tennis court	1 per 6,000 population
Racquetball court	1 per 7,000 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 established the level of service standards for parks and recreation as 3.00 acres developed neighborhood, community, nature, regional, and special use parks per 1,000 persons, in the unincorporated area.

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 an 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 minimum following 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

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

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

Type	Rural	Urban
Minor arterials	D	D
Collectors	D	D

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”:

a) State road segments

Segment	LOS	Functional Classification
S-2 SW 13 th St., from Williston Rd. to Archer Rd. (negotiated maximum service volume 36,100)	M	4-lane divided principal arterial
S-3 SW 13 th St., from Archer Rd. to University Ave.	M	4-lane divided principal arterial
S-4 NW 13 th St., from W University Ave. to NW 29 th Rd.	E	4-lane divided principal arterial
S-10 SR 24, from I-75 to SW 16 th Ave.	D	6-lane divided principal arterial
S-11 Archer Rd., from SW 16 th Ave. to US 441	E	4-lane divided principal arterial
S-15 Newberry Rd., from NW 75 th St. to NW 8 th Ave. (negotiated maximum service volume 55,200)	M	6-lane divided principal arterial
S-16 Newberry Rd., from NW 8 th Ave. to NW 34 th St.	D	4-lane divided principal arterial
S-17 W University Ave., from W 34 th St. to North/South Dr.	E	3-lane undivided principal arterial
S-18 W University Ave., from North/South Dr. to US 441 (negotiated maximum service volume 33,000)	M	4-lane divided principal arterial
S-19 W University Ave., from US 441 to Waldo Rd.	E	4-lane divided principal arterial
S-23 SR 121, from Williston Rd. to SR 24	D	6-lane divided principal arterial
S-24 W 34 th St./SR 121, from Archer Rd. to W University Ave.	D	6-lane divided minor arterial
S-25 W 34 th St./SR 121, from W University Ave. to NW 16 th Ave. (negotiated maximum service volume 26,400)	M	2-lane divided minor arterial
S-32 SW 16 th Ave., from Archer Rd. to US 441	D	2-lane undivided minor arterial
S-33 SW 16 th Ave., from US 441 to SR 329	D	4-lane divided minor arterial
S-37 SR 329/Main St., from Williston Rd. to NW 8 th Ave.	E	4-lane undivided minor arterial
S-38 Williston Rd., from US 441 to E University Ave.	C	4-lane divided principal arterial
S-39 Williston Rd., from I-75 to US 441	C	4-lane divided minor arterial
S-41 I-75, from Williston Rd. to Archer Rd.	C	6-lane divided principal arterial
S-42 I-75, from Archer Rd. to SW 16 th Ave. to US 441	E	4-lane divided principal arterial

b) County road segments

Segment	LOS	Functional Classification
A-13 SW 75 th , from SW 24 to W University Ave.	D	2-lane undivided minor arterial
A-14 NW 75 th , from W University Ave. to SR 26	D	4-lane divided minor arterial
A-15 SW 20 th Ave., from SW 75 th St. to SW 62 nd Blvd.	D	2-lane undivided minor arterial
A-16 SW 20 th Ave., from SW 62 nd Blvd. to SW 34 th St.	M	2-lane undivided minor arterial
A-30 SW 40 th Blvd./SW 42 nd St./43rd St., from SR 24 to SW 20 th Ave.	D	2-lane divided collector

c) City road segments

Segment	LOS	Functional Classification
A-27 SW 23 rd Terrace, from Williston Rd. to Archer Rd.	D	2-lane undivided collector
G-2 NW 8 th Ave., from Newberry Rd./SR 26 to W 22 nd St.	E	4-lane undivided urban collector
G-3 NW 8 th Ave., from W 22 nd St. to NW 6 th St./SR 20	E	2-lane undivided urban collector
G-4 W 62 nd Blvd., from Newberry Rd./SR 26 to SW 20 th Ave.	E	2/4-lane undivided collector
G-5 NW 22 nd St., from W University/SR 26 to NW 16 th Ave.	E	2-lane undivided collector
G-7 S 2 nd Ave., from W 13 th St./US 441 to SE 7 th St.	E	2-lane divided collector
G-8 W 6 th St., from SW 4 th Ave. to NW 8 th Ave.	E	4-lane divided collector
G-10 E 9 th Ave., from SE 2 nd Ave. to NW 31 st Ave.	E	2-lane undivided collector
G-20 S 4 th Ave., from W 13 th St./US 441 to SE 15 th St.	E	2-lane divided collector

G-21 SW 9 th Terrace/Depot/SE 7 th Ave., from US 441 to SE 15 th St.	E	2-lane undivided collector
G-24 NW 17 th St., from W University/SR 26 to NW 8 th Ave.	E	2-lane undivided collector
G-25 W 12 th St., from SW 4 th Ave. to NW 8 th Ave.	E	2-lane undivided collector
G-26 W 10 th St., from SW 4 th Ave. to NW 8 th Ave.	E	2-lane undivided collector
G-27 SW 16 th St., from SW 16 th Ave. to Archer Rd/SR 24	E	2-lane undivided collector
G-28 NW 5 th Ave., from NW 22 nd St. to US 441	E	2-lane undivided collector
G-29 W 3 rd St., from SW 4 th Ave. to NW 8 th Ave.	E	2-lane undivided collector
G-30 W 2 nd St., from SW 4 th Ave. to NW 8 th Ave.	E	2-lane undivided collector

9.0 EXISTING FINANCIAL ARRANGEMENTS BETWEEN THE BOR/UF AND SERVICE PROVIDERS

- 9.1 The BOR/UF has a current arrangement to pay the City the adopted rate per equivalent residential unit (ERU) for stormwater services for certain limited properties. 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.
- 9.2 The BOR/UF 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 BOR/UF 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 BOR/UF 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 BOR/UF.
- 9.4 The BOR/UF provides most of its own internal solid waste removal services using organic refuse trucks, dumpsters and Grounds Department personnel. The BOR/UF 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 BOR/UF and the City or any other entity for the provision of parks and recreation facilities or service to the campus.
- 9.6 The BOR/UF has entered into a contract with the City's Regional Transit System for the provision of on-campus shuttle bus routes (family housing, fraternity row, commuter lot and park-and-ride). The BOR/UF 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.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

- 10.1 The BOR/UF 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 BOR/UF 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 BOR/UF 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 BOR/UF 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 BOR/UF 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 BOR/UF 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:

SW 20th Avenue, from SW 62nd Boulevard to SR 121/SW 34th Street;
SW 12th Street, from SW 8th Avenue to SW 4th Avenue; and
US 441/ SW 13th Street, from SR 24/Archer Road to SR 26/University Avenue.

The BOR/UF and City and County further agree that, for the purposes of this Agreement, the development identified in the adopted UF Campus Master Plan and in 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:

W 6th Street, from SW 4th Avenue to NW 8th Avenue;
SW 24th Avenue, from SW 43rd Street to SW 34th Street;
NW 34th Street, from SR 26/University Avenue to US 441;
NW 17th Street, from SR 26/University Avenue to NW 8th Avenue;

SR 24/Archer Road, from SR 226 /SW 16th Avenue to US 441/W 13th Street; and SR 26A/SW 2nd Avenue, from SR 121/SW 34th Street to SR 26/University Avenue.

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

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 BOR/UF 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 BOR/UF and City and County further agree that no off-campus stormwater management improvements need 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.
- 11.2 The BOR/UF 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 other GRU customers, and to meet the future needs of the University for the duration of this Agreement. The BOR/UF and City and County further agree that no off-campus potable water improvements need be provided.
- 11.3 The BOR/UF 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 BOR/UF and City and County further agree that no off-campus wastewater treatment improvements need be provided.
- 11.4 The Alachua County Southwest Landfill is planned for closure in November 1998. The County is planning to construct a solid waste transfer station, which will open in November 1998 and provide sufficient solid waste disposal capacity to accommodate the impacts from County solid waste disposal customers. The BOR/UF and City and County agree that no off-campus solid waste improvements need be provided.
- 11.5 The BOR/UF 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 and to meet the future needs of the University for the duration of this Agreement. The BOR/UF 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.

11.6 The BOR/UF 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) Construct SW 24th Avenue as a two-lane paved road on existing right-of-way, from SR 121/SW 34th Street to SW 43rd Street;
- (b) Construct additional bicycle/pedestrian facilities;
- (c) Improve public transit to and from campus;
- (d) Acquire right-of-way and construct SW 62nd Boulevard as a two-lane paved road linking SW 20th Avenue to SW 43rd Street; and
- (e) Four-lane SR 26A/SW 2nd Avenue from 38th Street to SW 34th Street, and construct one-way pairs on SR 26/University Avenue and SR 26A/SW 2nd Avenue, from 34th Street to North-South Drive.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided by the BOR/UF to guarantee the BOR and University's fair share of the costs of off-campus improvements to public facilities and services necessary to support development identified in Exhibit "A":

- 12.1 The BOR/UF and City and County agree that no off-campus stormwater management improvements need be assured by the BOR/UF, 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.
- 12.2 The BOR/UF and City and County agree that no off-campus potable water improvements need be assured by the BOR/UF in order to meet locally adopted level of service standards for potable water, except as provided in Section 9.2.
- 12.3 The BOR/UF and City and County agree that no off-campus sanitary sewer improvements need be assured by the BOR/UF in order to meet locally adopted level of service standards for sanitary sewer, except as provided in Section 9.3.
- 12.4 The BOR/UF and City and County agree that no off-campus solid waste improvements need be assured by the BOR/UF in order to meet locally adopted level of service standards for solid waste, except as provided in Section 9.4.
- 12.5 The BOR/UF and City and County agree that no off-campus parks and recreation improvements need be assured by the BOR/UF.

12.6 The BOR/UF and City and County agree that the BOR/UF'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 as follows:

- (a) The BOR/UF shall provide funding in the amount of \$3,200,000.00 to the County, to be applied towards costs of the construction of SW 24th Avenue, from SR 121/SW 34th Street to SW 43rd Street, and SW 62nd Boulevard linking SW 20th Avenue to SW 43rd Street;
- (b) The BOR/UF shall provide funding in the amount of \$1,000,000.00 to the City, to be applied towards 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 BOR/UF shall provide funding in the amount of \$3,500,000.00 (\$500,000.00 per year for 7 years) to the City for public transit improvements. Specific improvements to be funded will be determined on an annual basis, after discussions by the City, County, and UF; and
- (d) The BOR/UF shall provide funding in the amount of \$1,250,000.00 to the County, and \$1,250,000.00 to the City, to be applied jointly towards costs of the construction of four lanes on SR 26A/University Avenue from 38th Street to SW 34th Street, and one-way pairs on SR 26/University Avenue and SR 26A/SW 2nd Avenue, from 34th Street to North-South Drive.

12.7 The BOR/UF and City and County agree that the BOR/UF's responsibility for paying its fair share of the costs of improvements identified in Section 11.6 may also be met by paying the total cost of one or more improvements identified in Section 11.6 and agreed to by the BOR/UF and City and County, the total cost of which does not exceed the BOR/UF's total fair share cost of \$10,200,000.

13.0 CONCURRENCY RESPONSIBILITIES

13.1 The BOR/UF, City and County agree that the deficiencies identified in Section 10.6 of this Agreement, the improvements identified in Section 11.6 of this Agreement, and the BOR/UF's fair share identified in Section 12.7 of this Agreement, are based upon the projected impacts of the 3,875,900 square feet of development and 2700 net new parking spaces identified in the Capital Improvements Element of the UF Campus Master Plan and Exhibit "A".

13.2 The BOR/UF, City and County agree that, upon payment of the fair share identified in Section 12.7 of this Agreement, the BOR/UF 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". 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.

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 in conjunction with any amendment to the adopted UF Campus Master Plan within the geographic area identified in Exhibit "B" 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 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 the parties hereto.
- 15.4 In the event of a dispute arising from the implementation of this Agreement, both 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 which 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 240.155, Florida Statutes. This action shall be the sole and exclusive remedy of an aggrieved or

adversely affected person other than a party to the 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 BOR/UF 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 Subsection 240.155(16), Florida Statutes, has 60 days to hold informal hearings, if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall then take action to resolve the issues in dispute. In resolving this matter, the Administration Commission may, pursuant to Subsection 240.155(16), Florida Statutes, prescribe by order the contents of this Agreement.

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 and 12.6 of this Agreement funded by the State University System Concurrency Trust Fund which 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 Sections 11.6 and 12.6 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.

19.4 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 18.0 above.

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 BOR/UF 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 one 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 BOR shall be:

Vice Chancellor for Budgets
Office of Budgets and Finance
Board of Regents
325 West Gaines Street, Room 1544
Tallahassee, Florida 32399-1950

With a copy to:

General Counsel
Board of Regents
325 West Gaines Street, Room 1522
Tallahassee, Florida 32399-1950

The address of UF shall be:

Vice President for Administrative Affairs
University of Florida
204 Tigert Hall
Gainesville, Florida 32611-1336

With a copy to:

General Counsel
University of Florida
Post Office Box 113125
Gainesville, Florida 32611-3125

23.0 EXHIBITS AND SCHEDULES

The Exhibits and Schedules 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

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year indicated.

Signed, sealed and delivered in the presence of:

Robert G. Mave

Dec. 30, 1998

Adam W. Herbert

Dr. Adam W. Herbert
Chancellor of the State University System
for the BOARD OF REGENTS/UNIVERSITY
OF FLORIDA

Date: December 30, 1998

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Dr. Adam W. Herbert, Chancellor of the State University System, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of December 30, 1998

Gloria R. Baragona
Notary Public

(Notarial Seal)

My Commission expires:



Gloria R. Baragona
MY COMMISSION # CC733503 EXPIRES
May 23, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

On _____, 1998, the Board of Regents, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement by the Chancellor of the State University System, Dr. Adam W. Herbert.

APPROVED AS TO FORM AND LEGALITY:

Gregg A. Gleason
Gregg A. Gleason
General Counsel, Board of Regents

Approved by the University of Florida this 15th day of December, 1998.

By: [Signature]
Dr. John W. Lombardi, President

Date: _____

ATTEST:

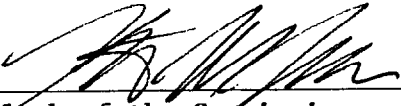
[Signature]
Gerald Schaffer, Vice President
for Administrative Affairs

**APPROVED AS TO FORM AND
LEGALITY**
[Signature]
**Office of General Counsel
University of Florida**

APPROVED by the City Commission this 23 day of November, 1998.

ATTEST:

CITY COMMISSION OF THE
CITY OF GAINESVILLE, FLORIDA



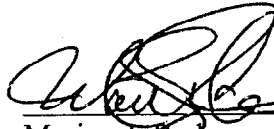
Clerk of the Commission
(Name / Title)

BY: Paula M. DeLaney
Paula M. DeLaney, Mayor

Date: 11-30-98

Date: 11-30-98

APPROVED AS TO FORM AND LEGALITY:

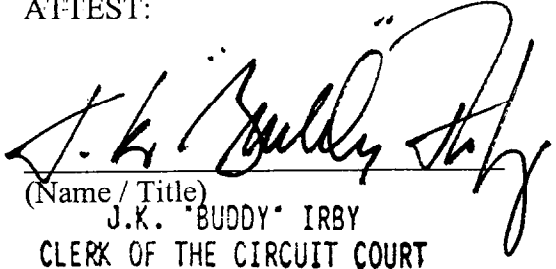


Marion J. Radson
City Attorney

NOV 24 1998

APPROVED by the County Commission this 10 day of Nov., 1998.

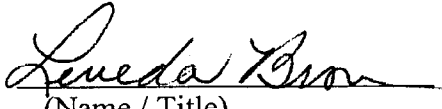
ATTEST:



(Name / Title)
J.K. "BUDDY" IRBY
CLERK OF THE CIRCUIT COURT

Date: NOV. 12, 1998

ALACHUA COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: 
(Name / Title)

Date: NOV. 10, 1998

APPROVED AS TO FORM LEGALITY:



Mary Marshall
County Attorney

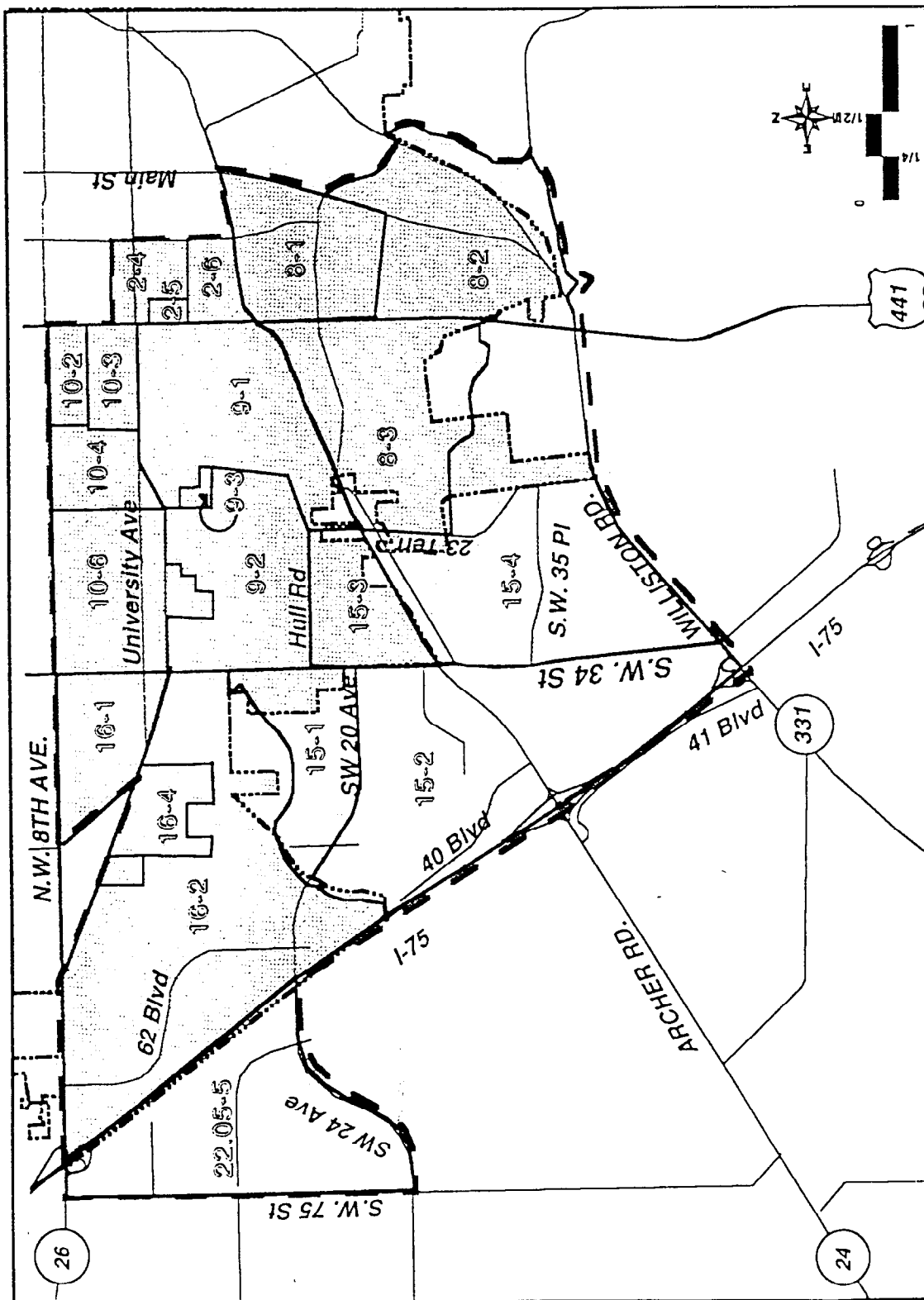
EXHIBIT "A"
DEVELOPMENT AUTHORIZED BY THE AGREEMENT

<u>Space Type</u>	<u>Square Feet</u>
Housing	397,700
Utilities	20,300
Passive Recreation	2,800
Active Recreation	186,400
Academic	2,304,200
Support	964,500
TOTAL	3,875,900* gross square feet

<u>Space Type</u>	<u>Number Net Spaces</u>
Parking	2,700

* This figure does not include renovations, remodeling or restoration projects.

EXHIBIT "B"
 GEOGRAPHIC AREA COVERED BY THE AGREEMENT



Notes: The University of Florida Campus is primarily located within Census Tract 9, and would be excluded from the context area. See description of road boundaries in accompanying map attachment.
 Source: 1990 Census. Prepared by the Alachua County Office of Planning and Development March 24, 1995

CONTEXT AREA	City of Gainesville	Unincorporated Alachua Co.
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