



UNIVERSITY OF SOUTH FLORIDA
Office of the President

April 5, 2007


Mark B. Rosenberg
Chancellor
Board of Governors
State University System of Florida
325 W. Gaines Street, Suite 1614
Tallahassee, FL 32399-0400

Dear Chancellor Rosenberg:

Per 1013.30(15), F.S., on April 2, 2007, the UNIVERSITY OF SOUTH FLORIDA Board of Trustees and the CITY OF TAMPA executed a Campus Development Agreement consistent with the requirements of 1013.30(11), (12), (13) and (14), F.S. The Agreement describes the deficiencies in facilities and services the proposed campus development, as described in the adopted campus master plan, will create or to which it will contribute over its 10 year duration. A copy of the agreement is attached.

The university requests the Board of Governors staff prepare an agenda item authorizing release of \$5,273,205 to the CITY OF TAMPA from the University Concurrency Trust Fund under the provisions of 1013.63, F.S. The purpose is for funding university offsite improvements required to meet concurrency standards.

Sincerely,


Judy Genshaft
President, University of South Florida

cc: Chris Kinsley, Director of Finance and Facilities
Stanley Goldstein, BOG Architect
Carl Carlucci, Executive Vice President and CFO, University of South Florida

**CAMPUS DEVELOPMENT AGREEMENT
BETWEEN THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES AND THE
CITY OF TAMPA**

THIS AGREEMENT is made and entered into this 2nd day of April, 2007, by and between the **CITY OF TAMPA** (herein referred to as the "City"), a municipal corporation of the State of Florida, and the **UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES** (hereinafter referred to as the "USFBOT"), a public body corporate of the State of Florida, acting for and on behalf of the **UNIVERSITY OF SOUTH FLORIDA** (hereinafter referred to as "USF").

WITNESSETH:

WHEREAS, the Tampa Campus of USF 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, 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, the USFBOT has prepared and adopted a campus master plan for the USF Tampa Campus in compliance with the requirements set forth in Subsections 1013.30(3)-(6), Florida Statutes, and

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

WHEREAS, Pursuant to Resolution No. 1997-1709, adopted by the City on December 4, 1997, the City and USF, therein identified and then known as the Florida Board of Regents, a public corporation of the State of Florida, acting for and on behalf of the University of South Florida, entered into a Campus Development Agreement dated January 16, 1998 (the "Agreement") regarding the development of certain lands known as the University of South Florida Tampa Campus; and was amended and entered into on December 18th, 2003, by and between USFBOT as the successor in interests to the Florida Board of Regents (BOR), a public corporation of the State of Florida, acting for and on behalf of the University of South Florida.

WHEREAS, the Agreement and the Amendment identified the deficiencies which were caused by development proposed in the adopted 1995 USF Tampa Campus Master Plan which was mitigated with the \$6,000,000 fair share previously funded for off-campus improvements to services from The University Concurrency Trust Fund within the Board of Education. Those mitigations were as follows:

(a) Roadways

<u>Segment</u>	<u>Improvement</u>
▶ Fowler Avenue, from Nebraska to 30 th Street	6LD to 6LFRWY
▶ Fowler Avenue, from 30 th Street to McKinley	6LD to 6LFRWY
▶ Fowler Avenue, from McKinley to LeRoy Collins	6LD to 6LFRWY
▶ Fowler Avenue, from LeRoy Collins to 46 th Street	6LD to 6LFRWY
▶ Fowler Avenue, from 50 th Street to 56 th Street	6LD to 6LFRWY
▶ Fletcher Avenue, from 30 th Street to USF Palm	4LD to 6LD
▶ Fletcher Avenue, from USF Palm to 46 th Street	4LD to 6LD
▶ Bruce B. Downs Boulevard, from Bougainvillea to Fowler	4LD to 6LD
▶ Bruce B. Downs Boulevard, from Fowler to Fletcher	6LF to 8LD
▶ 40th Street, from Hillsborough to Fowler	2LU to 4LD

b) Intersections

<u>Intersection</u>	<u>Improvements</u>
▶ Fowler Avenue/Nebraska	Northbound: Left/right turn lanes Southbound: Left/right turn lanes Eastbound: Left/right turn lanes Westbound: Thru lane/right turn lane
▶ Fowler Avenue/Bruce B. Downs	Southbound: Thru lane Eastbound: Thru lane Westbound: Thru lane/right turn lane
▶ Fowler Avenue/LeRoy Collins	Eastbound: Thru lane Westbound: Thru lane
▶ Fowler Avenue/50 th Street	Northbound: Right turn lane
▶ Fletcher Avenue/Bruce B. Downs	Northbound: Thru lane/right turn lane Southbound: Right turn lane Westbound: Thru lane/right turn lane/left turn lane

And

WHEREAS, the Campus Development Agreement dated January 16, 1998, including the December 18, 2003 Amendment, Article 13.0- CONCURRENCY VESTING FOR DEVELOPMENT, states “Any amendment or extension to this Agreement or subsequent campus development agreement shall recognize development identified in the adopted [1995] USF Tampa Campus Master Plan and Exhibit ‘A’ as vested from concurrency by this Agreement, and that development which remains unbuilt shall remain vested from the City’s concurrency requirements.”, 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/storm water 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 “fair share” of the cost of improvements to facilities or services which are necessary to eliminate these deficiencies.

WHEREAS, it is the intent of the parties that the USF “fair share” costs of improvements be funded by the University Concurrency Trust Fund within the Board of Education, and

WHEREAS, all of the USFBOT financial obligations hereunder are subject to availability of funds in the University Concurrency Trust Fund within the Board of Education or other appropriation by the Florida Legislature for such purposes and

WHEREAS, this Campus Development Agreement shall supersede the Agreement, as amended on December 18, 2003; in the event of a conflict between this Campus Development Agreement and the Agreement, as amended, this Campus Development Agreement shall control.

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 the Governor and the Cabinet.
- 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 a plan that meets the requirements of Subsections 1013.30(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, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.
- 2.8 The term “development order” means any order granting, denying, or granting with conditions an application for a development permit.
- 2.9 The term “development permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exemption, variance, or any other official action of local government having the effect of permitting the development of land.
- 2.10 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.
- 2.11 The term “public facilities and services” means potable water, sanitary sewer, solid waste, storm water management, parks and recreation, roads, and public transportation facilities.
- 2.12 The term “state land planning agency” means the Department of Community Affairs.
- 2.13 The term “structure” means anything constructed or erected which requires location on the ground or attachment to something having a fixed location on the ground, including but not limited to, principal and accessory buildings and surface and structured parking. For the purpose of this Agreement, sidewalks, signage, landscape features, and other similar facilities shall not be considered to be structures.
- 2.14 The term “USF Tampa Campus” means the area generally lying north of Fowler Avenue, south of Fletcher Avenue, east of 30th Street, and west of 50th Street, and includes the USF Golf Course and additional land running easterly along the north side of Fletcher Avenue, having the approximate same lot depth as the golf course, to and including the USF Riverfront Park bounded by the Hillsborough River to the east. This area is depicted on Exhibit “B”.

3.0 INTENT AND PURPOSE

- 3.1 This Agreement is intended to implement the requirements of concurrency contained in Subsection 1013.30(11)-(15), Florida Statutes. It is the intent of the USF BOT and City to ensure that adequate potable water, sanitary sewer, solid waste, storm water management, parks and recreation, roads, and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in the City's comprehensive plan.
- 3.2 This Agreement is intended to address concurrency implementation and the mitigation 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/storm water management, potable water, parks and recreation, and public transportation.
- 3.3 This Campus Development Agreement shall supersede the Agreement, as amended on December 18, 2003; in the event of a conflict between this Campus Development Agreement and the Agreement, as amended, this Campus development Agreement shall control.

4.0 GENERAL CONDITIONS

- 4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by the USFBOT and the City.
- 4.2 The USFBOT 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 USFBOT.
- 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 previously approved by a resolution adopted by the City and has been the subject of one or more duly noticed public hearings as required by law; applies to all requirements of law applicable to the City; 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 State and regional environmental program requirements shall remain applicable.
- 4.5 Except as specifically referenced herein, no development permits, development orders, or development approval shall be required by the City for construction projects identified in Exhibit "A" and located completely within the geographic boundaries of the USF Tampa Campus, indicated on Exhibit "B" and subject to this Agreement.
- 4.6 In the event that all or a portion of a project vested from concurrency pursuant to this Agreement should be destroyed by a fire, storm, or other force majeure, the USFBOT, its

grantees, successors and assigns, shall have the right to rebuild and/or repair, and the time periods for performance by the USFBOT shall be automatically extended so long as there is strict compliance with this Agreement. This provision and its extended timeframes shall apply only to that individual project or portion of that project destroyed.

- 4.7 This Agreement incorporates and includes all prior negotiations, correspondence, or agreements 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.
- 4.8 Upon execution of this Agreement, all campus development identified in the adopted USF 2005 Tampa Campus Master Plan Update and in Exhibit "A" and located completely within the geographic boundaries of the USF Tampa Campus, indicated on Exhibit "B", may proceed without further review by the City if it is consistent with the terms of this Agreement and the adopted USF 2005 Tampa Campus Master Plan Update.
- 4.9 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 shall not be invalidated thereby and shall be given full force and effect.
- 4.10 In the event that any development by the USFBOT identified in Exhibit "A" is constructed offsite of the USF 2005 Tampa Campus Master Plan Update, as defined in this Agreement, and within the context area identified in Exhibit "B", that development shall be subject to full concurrency and site review by the City. The USFBOT shall be required to mitigate any impacts of such proposed development.

5.0 DURATION OF AGREEMENT

- 5.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2015, this agreement may be extended by the mutual consent of the USFBOT and the City, in accordance with Section 15.0 of this Agreement as it is not anticipated that projected development identified in Exhibit "A" will be exceeded prior to that date. The USF Tampa Campus Master Plan will be updated in 2010 for the next 10 year timeframe in terms of projected development and impacts of campus development on public facilities and services.
- 5.2 In the event USFBOT fails to provide the financial assurances set forth in 11.6, 11.7, and 11.8, the City may, at its option, terminate this Agreement

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this Agreement and included within it is identified in Exhibit "B", attached hereto and incorporated herein by this reference.

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

The following public facilities and services are available to support development authorized under the terms of this Agreement.

- 7.1 Stormwater management is provided by a network of pipes that collect runoff throughout the campus. The system is generally divided along a north-south axis of LeRoy Collins Boulevard. All runoff to the west of LeRoy Collins Boulevard generally drains to the west and collects in a channel which leads to a retention lake located between Bruce B. Downs Boulevard (30th Street) and the Shriner's Hospital. This lake serves the western portion of the campus, including the Health Sciences area, and outfalls through a series of control pipes underneath Bruce B. Downs Boulevard to the Duck Pond storm water system. The storm water system that generally drains to the east of LeRoy Collins Boulevard is collected and directed to the northeast quadrant of the site, which then has an outfall underneath Fletcher Avenue to the Hillsborough River water shed. In addition to this system of storm water management facilities, a number of individual retention ponds are located throughout the campus.
- 7.2 Potable water service to the campus is provided through a combination of on-campus wells and City water service. Along Bruce B. Downs Boulevard (30th Street), USF medical facilities are served by the City's 12-inch diameter water main and a new 16" line constructed along Fletcher Avenue. The Florida Mental Health Institute and the Greek Village Housing are also served by this 16" main along Fletcher Avenue. Properties located along 50th Street utilize the City's 8-inch water main. The remainder of the campus is served by the on-campus wells. On-campus distribution water mains are generally 10 to 12 inches in diameter, with 6 to 8 inch diameter service lines.
- 7.3 The wastewater systems located within the campus are operated and maintained by USF. The system servicing the main campus core is connected to the City's wastewater collection at Bruce B. Downs and Fowler Ave. through a 12-inch force main. This force main extends from the main lift station, located west of the Engineering Building, in a southwest direction around the USF Research Park to the intersection of Bruce B. Downs Boulevard and Fowler Avenue. The medical facilities, Florida Mental Health Institute, Moffitt Cancer Center, Pizzo Elementary, USF Charter School, Greek Housing and some of the religious centers connect to the City's wastewater along Fletcher Ave. and Bruce B. Downs. The rest of the religious centers located along 50th Street and the recreation centers on the eastern portion of the campus (excluding the Sun Dome) operate on their own private septic tank system. Wastewater treatment for the connected services is provided by the City's Hookers Point Advanced Wastewater Treatment Plant.
- 7.4 As a result of the 1985 Annexation Agreement for the City of Tampa, Solid Waste generated within the boundary of the University of South Florida will be processed at the Falkenburg Road Facility in Hillsborough County. Solid waste is collected by USF. All burnable solid waste is hauled to the County-operated incinerator located on Falkenburg Road in Hillsborough County. Non-burnable solid waste is collected by Kimmins Recycling and is

recycled at their plant at Seventh Avenue and 34th Street in Tampa. Solid waste that is neither burnable nor recyclable is taken to the Hillsborough County landfill. The medical facilities located on the periphery of the campus have separate arrangements for medical waste collection and disposal.

- 7.5 More than 263,000 square feet of recreational facilities are available on-campus to USF students, faculty and staff. In addition, USF has designated more than 59 acres as on-campus recreational areas. In the context area surrounding the campus, there are more than 200 acres of public parks, and approximately 9,600 square feet of recreational facilities.
- 7.6 The campus academic core is characterized by an internal perimeter or “loop” road. This road consists of USF Holly Drive, USF Maple Drive, Alumni Drive, and USF Magnolia Drive. This loop road, in conjunction with LeRoy Collins Boulevard, USF Palm Drive, and USF Holly Drive, act as collector roads throughout the campus. USF Magnolia Drive and USF Alumni Drive could be classified as local roads. Fowler Avenue, which forms the southern boundary of the campus, is a 6-lane divided major arterial roadway. Bruce B. Downs Boulevard, which forms the western boundary of the campus, is a 6-lane divided collector. The eastern boundary of the campus is 50th Street, a 2-lane collector. Fletcher Avenue is a 4-lane arterial road.

8.0 LEVEL OF SERVICE STANDARDS ESTABLISHED BY THE CITY

- 8.1 The City has established a level of service standard for storm water management which requires all development to provide storm water management facilities to ensure that post-development runoff volumes and/or rates for a given site do not exceed pre-development runoff volumes and/or rates for that site. As this applies to the University’s West Basin, which flows to the City’s closed basin system:
- a). SWFWMD permitting requirements for the site are in concert with the City's storm water management needs. The no-net-increase in runoff volume requirement (for 100-year/24-hour events) provides reasonable assurance that downstream City facilities will not be adversely impacted by further development of the USF site.
 - b). Storm water treatment concerns are generally addressed by the 100-year volumetric requirement, and the additional policies in Element 9 are an added benefit. In particular, the list of Best Management Practices in Policy 9A.3.4. is of interest and will be accounted for as part of the City's efforts to improve water quality.
- 8.2 The City has established the following level of service standard for potable water:
- a) Potable Water Quality: The City will ensure the quality of potable water provided to the City Water Customers meets the drinking water quality standards and guidelines set forth by the Florida Department of Environmental Protection Drinking Water Program.
 - b) Delivery System Hydraulics: Successfully deliver potable water to the City Water Customers by ensuring potable water delivery system hydraulics with appropriate

operation and maintenance of the potable water transmission and distribution system.

- c) Potable Water Production Volume: Maintain the potable water production capacity at the David L. Tippin Water Treatment Plant as permitted by the Southwest Water Management District.
- d) Fire Flow Reserve: Maintain fire reserve equal to 18,000 gallons per minute (26,000,000 gallons per day) as recommended by the City of Tampa Water Delivery System Master Plan.

8.3 The City has established a level of service standard for sanitary sewer which allows the following maximum concentrations for discharged treated water, up to a maximum of 4,003 pounds of BOD, 4,003 pounds of SS, and 2,402 pounds of N per day:

- a) Biochemical Oxygen Demand (BOD) --- 0.000042 pounds/gallon/day
- b) Suspended solids (SS) --- 0.000042 pounds/gallon/day
- c) Total Nitrogen (N) --- 0.000025 pounds/gallon/day

8.4 The USF Tampa Campus is served by Hillsborough County for solid waste disposal. Hillsborough County has established a level of service standard for solid waste of 6.5 pounds per capita per day.

8.5 The City has established the following level of service standards for parks and recreation:

- a) Neighborhood parks --- 2 acres per 1,000 residents.
- b) Regional parks --- 20 acres per 1,000 residents.
- c) Community/district parks --- 2.3 acres per 1,000 residents.
- d) Open space --- 25% of the total City area.

8.6 The City has established level of service standards for each specific roadway link, by district, for all roadways within the City's jurisdiction. The Level of Service (LOS) by segment is listed in the USF 2005 Tampa Campus Master Plan Data Collection and Analysis Report, dated January 2006, Tables 11-6 and 11-7.

8.7 The City has established as a level of service standards for public transit a peak load factor of 1.2.

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE USFBOT AND SERVICE PROVIDERS

The USFBOT entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the USF Tampa Campus:

- 9.1 There are no financial arrangements between the USFBOT and the City or any other entity for the provision of storm water management facilities or service to the campus.
- 9.2 The USFBOT has agreed to pay the current rate per 100 cubic feet for the provision of potable water facilities or service to the campus including any increase that may be approved by the City during the duration of this Agreement. These charges will be payable to the City and payment is not subject to USFBOT's ability to obtain funding from the University Concurrency Trust Fund within the Board of Education or other appropriation by the State legislature.
- 9.3 The USFBOT will pay the prevailing inside the City limits rate, as adjusted from time to time by the City for the disposal of wastewater to the City's system. These charges will be payable to the City and payment is not subject to USFBOT's ability to obtain funding from the University Concurrency Trust Fund within the Board of Education or other appropriation by the State legislature.
- 9.4 The USFBOT has arranged to pay the prevailing rate per ton for solid waste delivered to Hillsborough County disposal facilities by USF, as may be adjusted from time to time, which is payable to Hillsborough County. Removal of construction debris, recyclable items, and dumpster service to USF are provided by County-franchised private corporations.
- 9.5 There are no financial arrangements between USF and the City or any other entity for the provision of parks and recreation facilities or service to the campus.
- 9.6 Currently there are financial arrangements between USF and HART for the provision of free bus services to campus for USF students and currently a \$0.25 fare for faculty and staff.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES AND IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

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

- 10.1 The USFBOT and the City agree that there is sufficient storm water management facility capacity to accommodate the impacts of development proposed in the adopted USF 2005 Tampa Campus Master Plan Update and to meet the future needs of the University for development identified in Exhibit "A" and made part of this Agreement. The USFBOT and the City further agreed that no off-campus storm water management improvements need be provided to maintain the City's adopted level of service standard for storm water management.

10.2 The USFBOT proposes to reduce the net impact of the existing and proposed developments on the City system by removing a portion of the NW corner of the campus from the city system and incorporating it onto the planned expansion of the private, USFBOT system (Exhibit "C"). Accordingly the USFBOT and the City agree that there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted USF 2005 Tampa Campus Master Plan Update and to meet the future needs of the University for development identified in Exhibit "A" and made part of this Agreement. The USF and City further agree that no off-campus potable water improvements need be provided to maintain the City's adopted level of service standard for potable water.

10.3 The total peak hourly wastewater flow for the existing development and the development proposed in the adopted USF 2005 Tampa Campus Master Plan Update and identified in Exhibit "A" will not exceed 2524 gpm as indicated in the Wastewater Master Plan Report. Wastewater service to the campus is provided by connections to the City's collection system along Fletcher Ave. and Bruce B. Downs and the collection system at Bruce B. Downs and Fowler Ave. These systems are independent of each other and discharge into different facilities downstream of the campus. Under the Wastewater Master Plan, the campus will continue to utilize the existing connections to the City's collection system along Fletcher Ave. and Bruce B. Downs and the connection to the collection system at Bruce B. Downs and Fowler Ave. An additional future connection will be made to the collection system along Fletcher Ave.

The USFBOT and the City agree that the combined available capacity in the two City systems is sufficient for the total estimated peak hourly flow rate. The USFBOT and the City further agree that no improvements to the City's systems are currently needed to maintain the City's adopted level of service standard as established in the City's Comprehensive Plan. However, based on proposed estimated flows at the existing and future point of connection to the City's collection system along Fletcher Ave. and Bruce B. Downs being close to the reserve capacity of this system, operating adjustments to the University's system may become needed. If the capacity in this collection system does become inadequate due to the real wastewater flows generated by the campus, USFBOT agrees to make adjustments to the USF pumping rates where feasible and/or redirect a portion of the flow to the collection system at Bruce B. Downs and Fowler Ave.

10.4 The USFBOT and the City agree that there is sufficient solid waste facility capacity within the City and Hillsborough County to accommodate the impacts of development proposed in the adopted USF 2005 Tampa Campus Master Plan Update and to meet the future needs of the University for development identified in Exhibit "A" and made part of this Agreement. The USFBOT and the City further agree that no off-campus solid waste improvements need be provided to maintain the City's adopted level of service standard for solid waste.

10.5 The USFBOT and the City agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted USF 2005 Tampa Campus Master Plan Update and to meet the future needs of the University for development identified in Exhibit "A" and made part of this Agreement. The USFBOT and

the City further agree that no off-campus open space and recreation improvements need be provided to maintain the City's adopted level of service standard for recreation and open space.

- 10.6 The USFBOT and the City agree that the following roadway and intersection improvements are necessary to correct deficiencies in levels of service caused by development identified in the adopted USF 2005 Tampa Campus Master Plan Update and in Exhibit "A", or to which development identified in the adopted USF 2005 Tampa Campus Master Plan Update will contribute. In order to be eligible, however, the improvement must be included in the adopted Hillsborough County Long-Range Transportation Plan.

a) Roadways

<u>Segment</u>	<u>Improvement</u>
▶ Fletcher Avenue, from Bruce B. Downs to USF Magnolia	6LD to 8LD
▶ 46 th /Skipper, from Fletcher to Bruce B. Downs	2LU to 4LU

11.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided by the USFBOT to guarantee USF's pro rata share of the costs of improvements to public facilities and services necessary to support development identified in the adopted USF 2005 Tampa Campus Master Plan Update and in Exhibit "A".

- 11.1 The USFBOT and the City agree that, for all development identified in Exhibit "A", no off-campus storm water management improvements need be assured by the USFBOT to maintain the City's adopted level of service standard for storm water management.
- 11.2 The USF BOT proposes to reduce the net impact of the existing and proposed developments on the City system by removing a portion of the NW corner of the campus from the city system and incorporating it onto the planned expansion of the private, USF BOT system (Exhibit "C"). Accordingly the USFBOT and the City agree that, for all development identified in Exhibit "A", no off-campus potable water improvements need be assured by the USFBOT to maintain the City's adopted level of service standard for potable water.
- 11.3 The USFBOT and the City agree that the combined capacity in the City's collection system along Fletcher Ave. and Bruce B. Downs and the collection system at Bruce B. Downs and Fowler Ave is sufficient for all the development identified in Exhibit "A" and no off-campus improvements to the City's system are needed to maintain the City's adopted level of service standard. However, as stated in Section 10.3 of this agreement, if the City's collection system along Fletcher Ave. and Bruce B. Downs becomes insufficient for the projected estimated flows as proposed in the Wastewater Master Plan, the USFBOT agrees to make adjustments to the pumping rates where feasible and/or redirect a portion of the flow to the collection system at Bruce B. Downs and Fowler Ave. The USFBOT will be responsible for all cost associated with the design and construction of any improvement required to adjust

the USF pumping rates and/or changes to the points of connection to the City's system.

- 11.4 The USFBOT and the City agree that, for all development identified in Exhibit "A", no off-campus solid waste improvements need be assured by the USFBOT to maintain the City's adopted level of service standard for solid waste.
- 11.5 The USFBOT and the City agree that, for all development identified in Exhibit "A", no off-campus parks and recreation improvements need be assured by the USFBOT to maintain the City's adopted level of service standard for recreation and open space.
- 11.6 The USFBOT and the City agree that the USFBOT fair share of the costs for the off-campus roadway and intersection improvements identified in Section 10.6 is \$5,273,205.
- 11.7 The USFBOT and the City agree that the USFBOT responsibility for paying its fair share of the costs of improvements identified in Section 10.6 may be met by providing funding to support the following improvements, the total cost of which does not exceed the USFBOT total fair share cost of \$5,273,205.
 - a) Funding in the amount of \$3,000,000 for University North Impact Fee District capacity improvements.
 - b) Funding in the amount of \$2,273,205 to improve transit service to the USF Tampa Campus operated by USF Parking and Transportation Services. The USFBOT and City agree that if, at any point during this Agreement, it is agreed by both parties that the improvements to transit service to the USF Tampa Campus are not significantly reducing the use of single-occupant vehicles by USF faculty, students and staff, any remaining moneys proposed to be used for transit may be used instead to fund all or part of any improvement identified in Sections 10.6a and/or 11.7a, as agreed to by the USFBOT and City.
- 11.8 The USFBOT will request release of funds in the amount of \$5,273,205, which constitutes the USFBOT's fair share of the costs of improvements identified in Section 11.7 above, to the City within 90 days after execution of this Agreement. The \$2,273,205 in transit funding will be requested to be transferred from the City to USF within 90 days after the USFBOT and City reach agreement on specific expansion of transit service to the USF Tampa Campus.

12.0 CONCURRENCY VESTING FOR DEVELOPMENT

- 12.1 The development being vested from concurrency is identified in the Capital Improvements Element of the USF 2005 Tampa Campus Master Plan Update, adopted on December 7, 2006 and is attached hereto as Exhibit "A", and incorporated herein by this reference. Any amendment or extension to this Agreement or subsequent campus development agreements shall recognize development identified in the adopted USF 2005 Tampa Campus Master Plan Update and Exhibit "A" as vested from concurrency by this Agreement, and that

development which remains unbuilt shall remain vested from the City's concurrency requirements. Development not included in the USF 2005 Tampa Campus Master Plan Update, adopted on December 7, 2006, and Exhibit "A" to this Agreement, and any amendments in accordance with 1013.30 Florida Statutes, shall be subject to the City's concurrency requirements and USF shall be required to mitigate any impacts of that development.

- 12.2 The uses, maximum densities, intensities and building heights for development identified in Exhibit "A" shall be those established in the Future Land Use Element of the USF 2005 Tampa Campus Master Plan Update, adopted on December 7, 2006.
- 12.3 The City agrees to vest from its concurrency requirements the development identified in the Capital Improvements Element of the USF 2005 Tampa Campus Master Plan Update, adopted on December 7, 2006, and Exhibit "A" to this Agreement, and located completely within the geographic boundaries of the USF 2005 Tampa Campus Update, indicated on Exhibit "B", for the duration of this Agreement. The USFBOT shall comply with all the terms and conditions of this Agreement and provide financial assurances as set forth in Section 11.0 of this Agreement.

13.0 APPLICABLE LAWS

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

14.0 AMENDMENT

- 14.1 This Agreement may be amended in conjunction with any amendment to the adopted USF 2005 Tampa Campus Master Plan Update which, alone or in conjunction with other amendments, increases density or intensity of use of land on the campus by more than 10 percent; decreases the amount of natural areas, open spaces, or buffers on the campus by more than 10 percent; or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the state, the City, or any affected local government.
- 14.2 This Agreement may be amended subject to approval by both parties if either party delays by more than 12 months the construction of a capital improvement identified in this Agreement.
- 14.3 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 21.0 of this Agreement.

- 14.4 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.
- 14.5 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 17.0 of this Agreement.

15.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

The City finds that this Agreement and the proposed development identified in Exhibit "A" are consistent with the City's Comprehensive Plan.

16.0 ENFORCEMENT

Any party to this Agreement, or aggrieved or adversely affected person, may file an action for injunctive relief in the Circuit Court where the City is 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 the agreement to enforce any rights or obligations arising from this Agreement.

17.0 DISPUTE RESOLUTION

- 17.1 In the event of a dispute arising from the implementation of this Agreement, each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.
- 17.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.
- 17.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.
- 17.4 If either the USF or City rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30(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 1013.30(16), Florida Statutes, prescribe by order the contents of this Agreement.

18.0 MONITORING AND OVERSIGHT

- 18.1 The City may inspect activity on the USF Tampa Campus to verify that the terms of this Agreement are satisfied. Not less than once every 12 months, USF shall provide to the City project information which demonstrates good faith compliance with the terms of this Agreement. Required project information shall consist of a statement of compliance with this Agreement; the total structure square footage completed for each land use for the reporting year; and the cumulative square footage totals over the life of this Agreement.
- 18.2 The University may inspect development activity by the City to verify that improvements identified in Sections 11.7 of this Agreement and funded by the State University System Concurrency Trust Fund have been implemented consistent with the terms and conditions of this Agreement. Not less than once every 12 months, the City shall provide the University project information which demonstrates good faith compliance with the terms of this Agreement. Required project information shall consist of a statement of compliance with this Agreement; and a report on the status of improvements identified in Sections 11.7 of this Agreement.
- 18.3 If either party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 21.0 of this Agreement.
- 18.4 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 17.0 above.

19.0 SUCCESSORS AND ASSIGNS

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

20.0 RECORDING OF THIS AGREEMENT

This Agreement shall be recorded by the City in the official records of Hillsborough County, within 14 days of execution of the Agreement by both parties. A copy of the recorded Agreement shall be forwarded to the state land planning agency by the USF within 14 days after the date of execution.

21.0 NOTICES

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

By personal service or delivery;

By registered or certified mail;

By deposit with an overnight express delivery service.

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

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

Steve Daignault
Public Works and Utilities Administrator
306 East Jackson Street, 2N
Tampa, Florida 33602

David Smith
City Attorney
315 E. Kennedy Blvd
Tampa, FL 33602

With a copy to :

Ms. Gloria Moreda, Manager
Land Development Coordination
City of Tampa
306 East Jackson Street, 2N
Tampa, Florida 33602

The address of the University of South Florida shall be:

Carl P. Carlucci
Executive Vice President and CFO
University of South Florida
4202 E. Fowler Avenue, ADM 200
Tampa, Florida 33620-6200

With a copy to:

Office of the General Counsel
University of South Florida
4202 E. Fowler Avenue, ADM250
Tampa, Florida 33620-6220

22.0 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 And Vested From the City's Concurrency Requirements
- Exhibit "B" --- Geographic Area Covered By The Agreement
- Exhibit "C" --- Area to be disconnected from City of Tampa Potable Water Services and served instead by USF system

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

Signed, sealed and delivered in the presence of:

Barbara L. Fontaine

Rhea Law

Mary N. Rusk

Rhea Law, Chair
BOARD OF TRUSTEES/UNIVERSITY
OF SOUTH FLORIDA

Date: 3/29/07

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Rhea Law, 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 29th day of March 2007

Deborah K. Miller
Notary Public

(Notarial Seal)

My Commission expires:

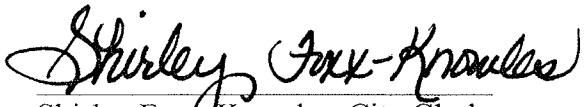


On March 21, 2007, the University of South Florida Board of Trustees, at a scheduled and noticed public meeting, approved and authorized the execution of this Agreement.

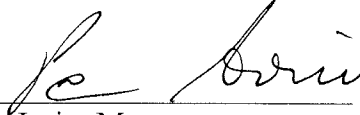
APPROVED by the City Council on March 29, 2007.

ATTEST:

CITY OF TAMPA, FLORIDA



Shirley Fox-Knowles, City Clerk

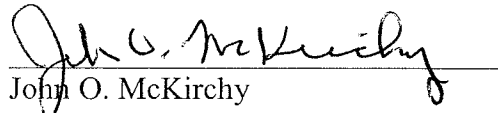
BY: 

Pam Iorio, Mayor

Date: 4/2, 2007

Date: 4/2, 2007

APPROVED AS TO FORM:

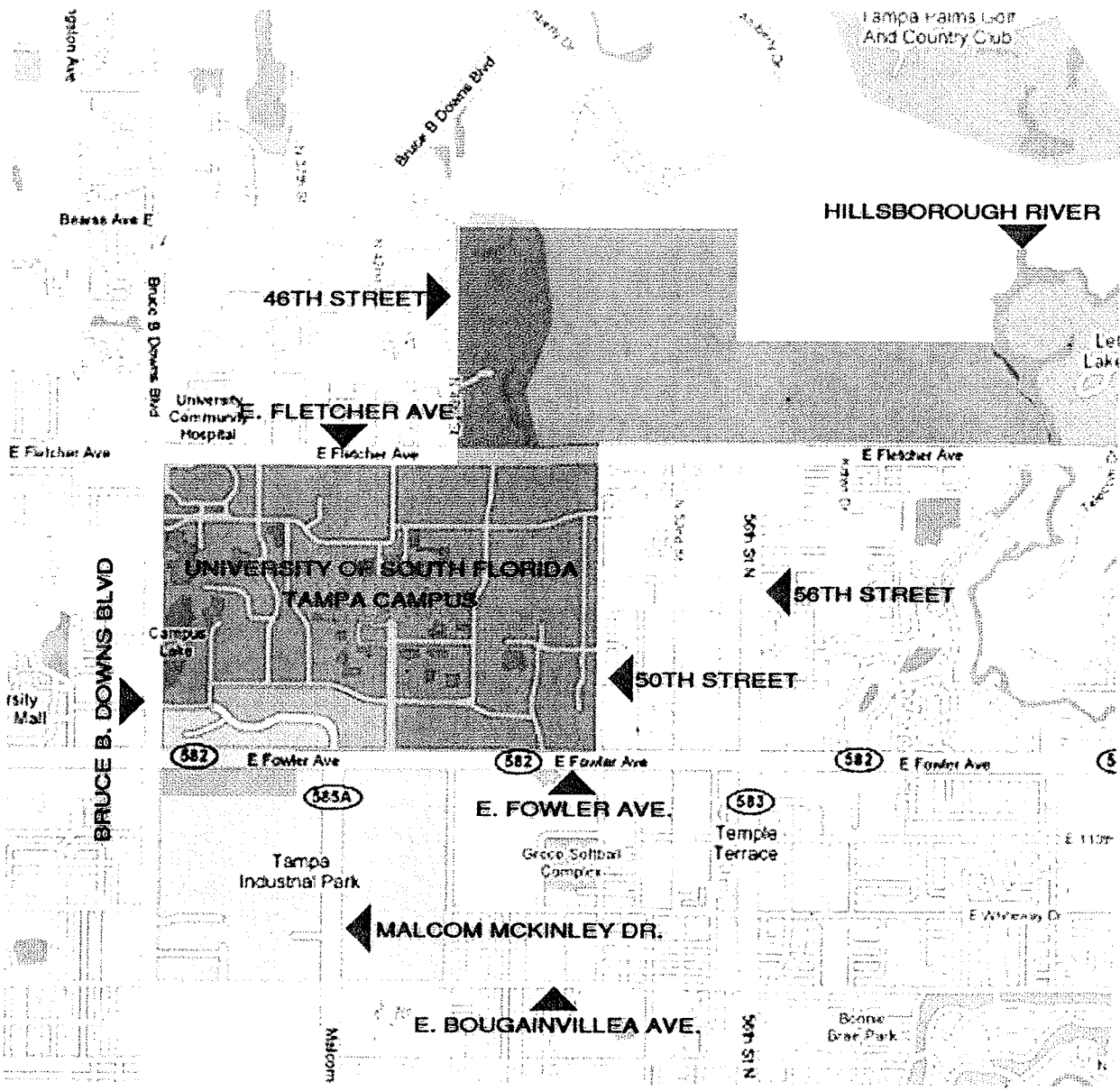


John O. McKirchy
Assistant City Attorney

Exhibit "A"
DEVELOPMENT
AUTHORIZED BY THE
AGREEMENT
2005 USF Tampa Campus
Master Plan
2005-2015

SPACE TYPE	PROPOSED	
Academic	1,723,269	GSF
Support	683,566	GSF
Parking (in garages net)		11,200 cars
Medical	2,580,384	GSF
Housing		2,526 net beds
Sports and recreation	546,800	GSF
Outdoor seating		16,000 seats
TOTAL	5,534,019	GSF

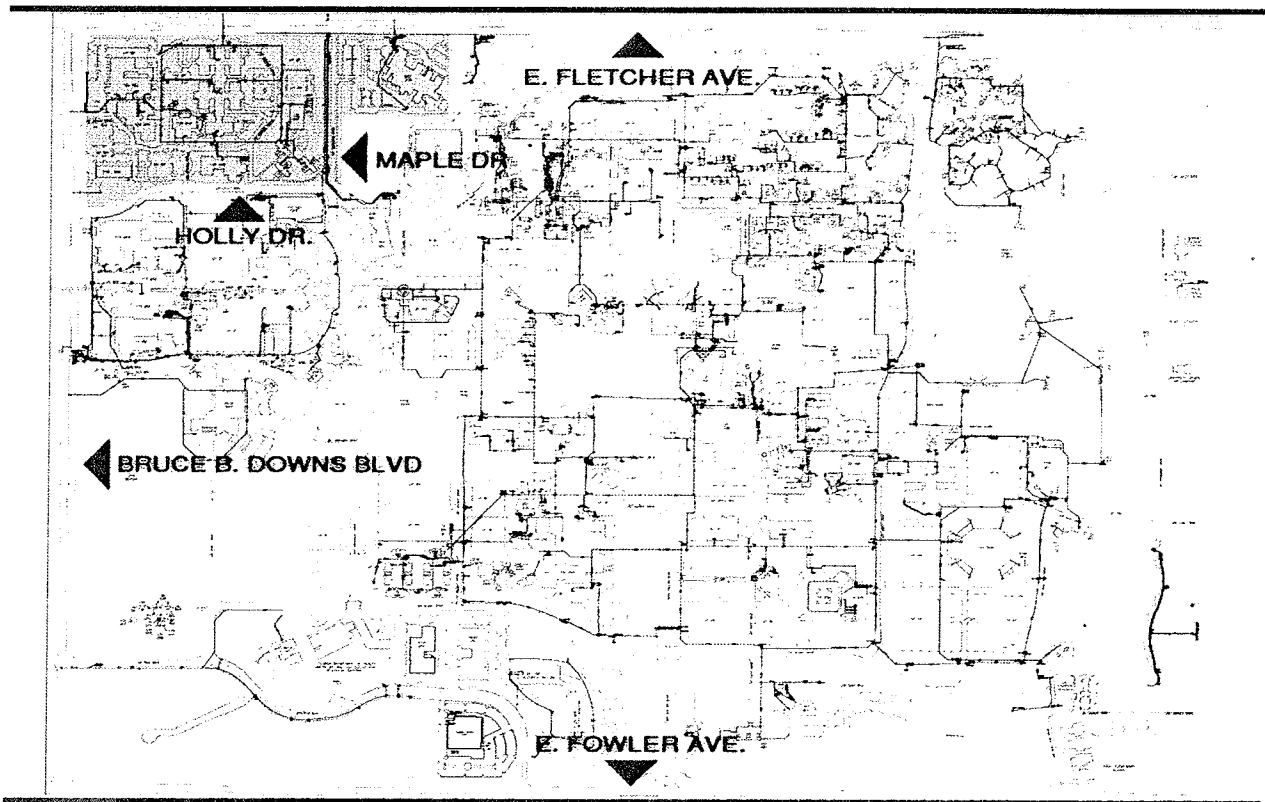
EXHIBIT B



02-28-07 

EXHIBIT C

This area to be disconnected from City of Tampa
Potable Water Services and served instead by USF
system.



03-16-07

