

**CAMPUS DEVELOPMENT AGREEMENT
BETWEEN THE FLORIDA BOARD OF EDUCATION AND THE CITY OF TALLAHASSEE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2001 by and between the **CITY OF TALLAHASSEE** (herein referred to as the "City"), a municipal corporation of the State of Florida, and the **FLORIDA BOARD OF EDUCATION** (hereinafter referred to as the "FBOE"), a public agency of the State of Florida, acting for and on behalf of the **FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY** (hereinafter referred to as "FAMU" or Florida A & M University).

WITNESSETH:

WHEREAS, FAMU 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 Tallahassee, 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 Board of Regents (BOR), the predecessor to FBOE, on behalf of FAMU has prepared and adopted a campus master plan for FAMU in compliance with the requirements set forth in Subsections 240.155(3)-(6), Florida Statutes, and

WHEREAS, upon adoption of the campus master plan by the BOR, Section 240.155(10), Florida Statutes, requires the BOR and the City to enter into a campus development agreement, and

WHEREAS, pursuant to Chapter 2001-170, Florida Session Laws, approved by the 2001 Florida Legislature, effective July 2, 2001, the BOR is abolished, and issues pending before it are transferred to FBOE, and

WHEREAS, this development agreement is an issue pending before the BOR, and therefore will be transferred to FBOE, 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 FBOE'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 Florida A&M University Comprehensive Campus Master Plan for the period 1993-2003, which was prepared and adopted consistent with the requirements of Subsections 240.155(3)-(6), Florida Statutes.
- 2.5 The term "comprehensive plan" means the City of Tallahassee - Leon County Comprehensive Plan, which was prepared and adopted consistent with 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 or the subdivision of land.
- 2.8 The term "force majeure" means acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, sinkholes, 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, drainage/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

- 3.1 This Agreement is intended to implement the requirements of concurrency contained in Subsections 240.155(11)-(15), Florida Statutes. It is the intent of the FBOE/FAMU and City to ensure that adequate potable water, sanitary sewer, solid waste, drainage/stormwater 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 impacts reasonably expected over the term of this Agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation.

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 FBOE/FAMU and the City.
- 4.2 The FBOE/FAMU represents that it has 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 FBOE/FAMU.

- 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 State and regional environmental program requirements shall remain applicable, except that all other sections of Part II of Chapter 163, Florida Statutes, and Section 380.06, Florida Statutes, are superseded as expressly provided in Section 240.155, Florida Statutes.
- 4.5 Except as specifically referenced in the Campus Master Plan – General Infrastructure Element or herein, no development permits, development orders, or development approval shall be required from the City for construction projects subject to this Agreement. It shall be the responsibility of the FBOE/FAMU to insure that all construction projects on the campus, as shown in “Exhibit B”, are consistent with the City of Tallahassee land development regulations that implement the Comprehensive Plan, and comply with the goals, objectives, and policies of the General Infrastructure Element Stormwater Management Sub-Element.
- 4.6 In the event that all or a portion of a project listed in the Campus Master Plan and Exhibit “A” to this Agreement should be destroyed by a fire, storm, or other force majeure, the FBOE/FAMU, its grantees, successors and assigns, shall have the right to rebuild and/or repair the project, so long as the project is rebuilt to the same size and footprint as the destroyed project. The time periods for rebuilding or repair shall be automatically extended so long as there is strict compliance with this Agreement.
- 4.7 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. Notwithstanding this paragraph, the parties acknowledge that the adopted FAMU Campus Master Plan, as amended, and various interlocal agreements, none of which is incorporated into this Agreement, may be related to the same topics that are the subject matter of this Agreement. This Agreement is supplemental to those documents, and is not intended to replace them in any manner.
- 4.8. Upon execution of this Agreement, all campus development identified in Exhibit "A," which summarizes projects identified in the adopted FAMU Campus Master Plan, may proceed without further review by the City if it is consistent with the terms of this Agreement and the FAMU Campus Master Plan.
- 4.9 If any part of this Agreement is found by a court of law to be contrary to, prohibited by, or deemed invalid under any applicable law or regulation, as referenced in Section 14.0 of this Agreement, 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.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect through the end of the year 2003, unless extended by the mutual consent of the FBOE/FAMU and the City, in accordance with Section 15.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this Agreement and included within 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 runoff from the campus is directed into three receiving water bodies: the St. Augustine Branch, the Central drainage Ditch, and East Branch. The St. Augustine Branch flows west along the northern boundary of the FAMU campus and discharges into the Central Drainage Ditch approximately one mile downstream. Runoff to the Central Drainage Ditch reaches its outfall through a 54-inch pipe that runs parallel to Okaloosa Street and drains into the Central Drainage Ditch near the intersection of Mill Street and Kissimmee Street. The East Branch exits the campus under Orange Avenue and flows southwest for approximately two miles before discharging into Munson Slough, a natural channel. These conveyances ultimately discharge to Lake Munson. FAMU stormwater basins 1, 2, 3, and 5 all drain to the St. Augustine Branch. Stormwater basins 4 and 6 drain to the Central Drainage Ditch, and basin 7 drains to the East Branch.
- 7.2 A network of looped water mains provides the potable water and fire protection needs for FAMU. The north section of FAMU is served by four primary loops. In addition, there are three sub-loops within the confines of the primary loops that serve the north section of the University campus. The south section of FAMU is served by two primary loops. The majority of the potable water distribution system consists of six-inch and eight-inch cast iron pipe, with the exception of the ten-inch piping along Wahnish Way and along the north section of the campus, and the 12-inch piping along a portion of Adams Street. Water main piping and appurtenances located within public or City-owned streets and rights-of-ways are owned and maintained by the City of Tallahassee. FAMU owns and maintains all water meters and fire hydrants, as well as some of the piping and appurtenances that enter certain sections of the FAMU campus.
- 7.3 The sewer collection system at FAMU consists of a series of gravity sewer lines that ultimately connect to the City's regional sewer collection system. The FAMU campus is serviced through seven mini-sewer collection systems. Six of these systems service the north section of the campus and one services the south section. The City provides sewage treatment and disposal services.
- 7.4 Solid waste (trash) is collected in dumpsters located throughout the campus and either recycled or transported to the Leon County Landfill for disposal.
- 7.5 FAMU is responsible for the operation and maintenance of all recreation and open space facilities on campus. FAMU has designated 126.6 acres for recreational uses and another 32.6 acres for Conservation uses on the campus, and presently maintains approximately 90 acres of recreational facilities.
- 7.6 The following on-campus transportation facilities have been designated as part of the regional roadway network: South Adams Street (minor arterial), Gamble Street (urban collector), Orange Avenue (minor arterial), and Wahnish Way (urban collector). The following off-campus transportation facilities which service FAMU have been designated as part of the regional roadway network: South Adams Street (minor arterial), Gamble Street (urban collector), Monroe Street (principal arterial), Orange Avenue (minor arterial), and Wahnish Way (urban collector).
- 7.7 TalTran provides bus service to FAMU. Routes 3, 11, 19 and 26 provide fare free service to the campus from 6:30 a.m., to 7:00 p.m., on weekdays (excluding holidays), and generally the school calendar.

8.0 LEVEL OF SERVICE (LOS) STANDARDS ESTABLISHED BY THE CITY

- 8.1 The Leon County - City of Tallahassee Comprehensive Plan establishes the following level of service standards for drainage/stormwater management facilities:

1. County-wide

- a. The design and water quality standards as set forth in Chapters 62-3, 62-4, 62-25, and 62-312, Florida Administrative Code, as the same may be amended from time to time, are adopted as the level of service for drainage/stormwater quality. Local government may set higher minimum levels of treatment in watersheds where investigation and analysis indicate more stringent levels of service are required.
- b. Drainage/stormwater management facilities shall be adequate to provide the following level of service with regard to flood control:
 - (1) 100-year storm event
 - (a) No flood water in new buildings or existing buildings.
 - (b) Overland flow capacity available for all flow in excess of capacity of underground and open channel conveyance systems.
 - (2) 25-year or less storm event
 - (a) No flood water more than 6 inches deep in local roads, parking lots, or other non-street vehicular use areas.
 - (b) No flood water in one driving lane each direction of collector streets.
 - (c) No flood water in two driving lanes each direction of arterial streets.
 - (d) Open channel conveyance available for all flow in excess of capacity of underground conveyance systems, or for full 25-year storm flow if no underground conveyance system exists.
 - (e) The rate of offsite discharge shall not exceed the pre-development rate of discharge.
 - (3) 10-year or less storm event
 - (a) No flood water in one driving lane of local roads.
 - (b) No flood water in driving lanes in any road other than a local road.
 - (c) Underground conveyances not overflowing in business and commercial districts.
 - (4) 5-year or less storm event
 - (a) No flood water in one driving lane of any roadways.
 - (b) Underground conveyances not overflowing in residential districts.
- c. These are adopted levels of service and shall be used as the basis for determining the availability of facility capacity and the system demand generated by development. In instances where an off-site deficiency exists at the time of adoption of this policy (12/7/94), such deficiency shall not be increased as a result of any development or land

use change.

8.2 The Comprehensive Plan establishes the following level of service standards for potable water facilities:

1. Urban Service Area

- a. 160 gallons per capita per day.
- b. Outside the Urban Service Area
 - (1) 100 gallons per capita per day.

8.3 The Comprehensive Plan establishes the following level of service standards for sanitary sewer facilities:

1. Urban Service Area

- a. 140 gallons per capita per day.

2. Outside the Urban Service Area

- a. Not applicable.

8.4 The Comprehensive Plan establishes the following level of service standard for solid waste:

1. County-wide

- a. 5.65 pounds per capita per day (1990).
- b. Increase annually 0.1 pound per capita per day through the year 2000 and 0.05 pounds per capita per day each year thereafter.

8.5 The Comprehensive Plan establishes the following level of service standard for parks, open space, and recreational facilities:

1. County-wide

- a. 4.82 acres of County-wide parkland, excluding boat ramps, per 1,000 population.
- b. 0.18 acres of boat ramps per 1,000 population.

2. Areawide

- a. 2.0 acres per 1,000 population.

8.6 The Comprehensive Plan establishes the following level of service standards for State and local arterial and collector roads:

1. Urban Service Area

- a. North of U.S. 90
- b. LOS "D" during the p.m. peak hour in the peak direction, except as noted below.

2. South of U.S. 90

- a. LOS “D” on Interstate, limited access parkways and principal arterials during the p.m. peak hour in the peak direction.
- b. LOS “E” on minor arterials, major collectors, and minor collectors, during the p.m. peak hour in the peak direction, except as noted below.

3. Rural

- a. LOS “C” during the p.m. peak hour in the peak direction.

8.7 The Comprehensive Plan establishes the following level of service standards for public transportation/mass transit:

1. Urban Service Area

- a. 1% annual increase in system (bus) miles.

2. Rural

- a. Not applicable.

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE FBOE/FAMU AND SERVICE PROVIDERS

The FBOE/FAMU has entered into the following financial arrangements for the provision of public facilities and services necessary to support the campus master plan:

- 9.1 The FBOE/FAMU will pay a monthly use charge to the City for potable water service.
- 9.2 The FBOE/FAMU will pay a monthly use charge to the City sanitary sewer service.
- 9.3 The FBOE/FAMU will pay a monthly use charge to the City for solid waste collection and disposal service.
- 9.4 The FBOE/FAMU will pay a monthly use charge to the City for stormwater management.
- 9.5 There are no financial arrangements between the FBOE/FAMU, and the City or any other entity for the provision of parks and recreation facilities or service to the campus.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

- 10.1 The FBOE/FAMU and City agree that development proposed in the adopted FAMU Campus Master Plan will either cause or contribute to deficiencies in public stormwater management facilities below the level of service standards adopted by the City.
- 10.2 The FBOE/FAMU and City agree that development proposed in the adopted FAMU Campus Master Plan and in Exhibit “A” should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the City.
- 10.3 The FBOE/FAMU and City agree that development proposed in the adopted FAMU Campus Master Plan and in Exhibit “A” should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the City.

- 10.4 The FBOE/FAMU and City agree that development proposed in the adopted FAMU Campus Master Plan should not degrade the operating conditions for public solid waste facilities below the level of service standards adopted by the City.
- 10.5 The FBOE/FAMU and City agree that development proposed in the adopted FAMU Campus Master Plan should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the City.
- 10.6 The FBOE/FAMU and City agree that development identified in the adopted FAMU Campus Master Plan and in Exhibit "A" will either cause or contribute to deficiencies on the following roadway segments:
1. FAMU Way (Oakland), from Adams to Monroe in eastbound direction
 2. Jackson Bluff Road, from Lake Bradford to Lipona in the westbound direction
- 10.7 The FBOE/FAMU and City agree that the closure of the following road segments identified in the adopted FAMU Campus Master Plan will reduce roadway capacity in the following areas:
1. Gamble Street (just west of MLK Blvd to just east of Wahnish Way) east/west roadway capacity
 2. Osceola Street (MLK Blvd to Wahnish way) east/west roadway capacity
 3. Pershing (from east of Martin Luther King to Bronough) east/west roadway capacity
- 10.8 The FBOE/FAMU and City agree that the closure of Wahnish Way (just south of parking garage to Campbell Street) identified in the adopted FAMU Master Plan and in Exhibit "A" will reduce the north/south roadway capacity in the area.
- 10.9 The FBOE/FAMU will be responsible for insuring that all new roadway improvements will be designed to accomplish the bike and pedestrian goals established in the Comprehensive Plan.

11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

In order to meet the City's Concurrency Requirements, the construction of the following improvements shall be required:

- 11.1 The FBOE/FAMU and City agree that the mitigation of stormwater impacts from existing and proposed development identified in the adopted FAMU Campus Master Plan and Exhibit A require stormwater infrastructure. The FBOE/FAMU and the City agree that FAMU will address the stormwater impacts through the mitigation provisions specified in Section 12.1
- 11.2 The FBOE/FAMU and City agree that there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted FAMU Campus Master Plan and to meet the future needs of FAMU for the duration of this Agreement. The FBOE/FAMU and City further agree that no off-campus potable water improvements need be provided.
- 11.3 The FBOE/FAMU and City agree that there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted FAMU Campus Master Plan and to meet the future needs of FAMU for the duration of this Agreement. The FBOE/FAMU and City further agree that no off-campus sanitary sewer improvements need be provided.

- 11.4 The FBOE/FAMU and City agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted FAMU Campus Master Plan and to meet the future needs of the University for the duration of this Agreement. The FBOE/FAMU and City further agree that no off-campus solid waste improvements need be provided.
- 11.5 The FBOE/FAMU and City agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted FAMU Campus Master Plan and to meet the future needs of FAMU for the duration of this Agreement. The FBOE/FAMU and City further agree that no off-campus open space and recreation improvements need be provided.
- 11.6 The FBOE/FAMU and City agree that the following off campus transportation improvements address projected deficiencies identified in Section 10.6 of this Agreement:
1. Installation of a traffic signal at Adams Street /FAMU Way intersection.
 2. Widen Jackson Bluff Road from a two-lane roadway to a four-lane roadway for a total of 2640' (1320' east and 1320' west of Lipona intersection).
- 11.7 The FBOE/FAMU and City agree that installation of the westbound right-turn lane on Gamble Street approaching Lake Bradford Road is necessary to address projected deficiencies identified in Section 10.7 and 10.8 of this Agreement.
- 11.8 The FBOE/FAMU and City agree that the following transportation improvements are necessary to address projected deficiencies identified in Section 10.8 of this Agreement:
1. The complete construction of a two-lane north/south roadway along the west side of Bragg Stadium west of Wahnish Way, from Gamble Street to just south of Campbell Street connecting with Wahnish Way.
 2. The complete construction of the extension of FAMU Way from Wahnish Way to the west and south connecting with Gamble Street and the two-lane north/south roadway described in 11.8 (1).
 3. The closure of Wahnish Way as described in paragraph 10.8 will commence only after completion and opening of 11.8 (1) and 11.8 (2).
- 11.9 The FBOE/FAMU will assure that all new roadway improvements are designed to the bike and pedestrian goals established in the Comprehensive Plan.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following assurances address FBOE/FAMU's fair share mitigation of impacts to off-campus public facilities and services attributable to development identified in the FAMU Campus Master Plan and Exhibit "A":

- 12.1 The FBOE/FAMU will address the stormwater impact from campus development by making a payment for part of the impact mitigation and will address the remaining impact through future construction of on-campus stormwater infrastructure.
1. The FBOE/FAMU will contribute a fair share amount of \$4,135,527.
 2. The payment portion of the fair share mitigation has been estimated based on a unit cost of \$65,685 per impervious acre. It was calculated as follows:

Campus impervious area impact to be addressed through payment: 62.96 Acres
Mitigation Cost: 62.96 Ac. x \$65,685 = \$\$4,135,527

3. The fair share payment is to address impacts from existing FAMU development in Basins 1, 2, 3, 5, and 6 as shown on Exhibit "C." The fair share payment also addresses impacts from proposed development in Basin 5. City stormwater infrastructure necessary to mitigate impacts from new development in Basin 5 is not yet in place. To avoid the necessity of FAMU building interim stormwater facilities, City and FBOE/FAMU agree FAMU may use an "impervious area offset" to mitigate stormwater impacts for proposed development in Basin 5 until City capital improvements are implemented. Under the impervious area offset method, FAMU can place new impervious area within Basin 5 without constructing attenuation and treatment facilities, provided FAMU removes at least an equal amount of existing impervious area in the basin. Site plans of existing and proposed impervious areas will be provided to the City prior to beginning of construction to assure compliance with this requirement.
 4. The FBOE/FAMU will prevent impacts to public facilities from proposed development in Basins 1, 2, 3, and 6 by constructing stormwater facilities for attenuation, treatment and/or conveyance. The FBOE/FAMU will prevent impacts to public facilities from existing and proposed development in Basin 4 and 7 by constructing stormwater facilities for attenuation, treatment and/or conveyance. The FBOE/FAMU shall address mitigation of stormwater impacts from existing development in Basins 4 and 7 at the time on-campus facilities for new development are built. Stormwater facilities for each new development project shall be built at the time construction of the new project starts. The above referenced facilities shall comply with the stormwater infrastructure standards established in the goals, objectives, and policies in the General Infrastructure Element of the Campus Master Plan. FAMU will provide project details and plans to the City on a project-by-project basis to assure compliance with such standards.
 5. The City will use the fair share payment to fund stormwater capital improvements, which may include without limitation, planning, construction and land or right of way acquisition. The fair share estimate provides only for mitigation of off-campus impacts to the public system.
 - a. On campus conveyances; The FBOE/FAMU will provide on campus conveyances.
 - b. Off campus conveyances: The unit cost estimate of \$65,685 per impervious acre includes a partial share of cost for improvements to the primary conveyance channels only. The primary conveyance channels are the St. Augustine Branch and the Central Drainage Ditch. If conveyance improvements tributary to these channels become necessary, they are not included in the fair share contribution and the City will not provide those facilities. Joint participation can be negotiated on a cost sharing basis when such details are known. However, based on the general information provided in the Campus Master Plan, no such conveyance issues are identified.
 - c. The FBOE/FAMU is responsible for addressing applicable permit or infrastructure requirements, if any, from agencies other than the City of Tallahassee.
- 12.2 The FBOE/FAMU and the City agree that no off-campus potable water improvements need be assured by the FBOE/FAMU.
- 12.3 The FBOE/FAMU and the City agree that no off-campus sanitary sewer improvements need be assured by the FBOE/FAMU.
- 12.4 The FBOE/FAMU and the City agree that no off-campus solid waste improvements need be assured by the FBOE/FAMU.
- 12.5 The FBOE/FAMU and the City agree that no off-campus parks and recreation improvements need be

assured by the FBOE/FAMU.

12.6 The FBOE/FAMU and City agree that the FBOE/FAMU's responsibility for paying its fair share to mitigate deficiencies identified Section 10.6 and for the costs of improvements identified in Section 11.6, may be met as follows:

1. For 10.6 (1) the FBOE/FAMU shall provide funding in the amount of \$42,302 to the City.
2. For 10.6 (2) the FBOE/FAMU shall provide funding in the amount of \$988,465 to the City.

12.7 The FBOE/FAMU and City agree that the FBOE/FAMU's responsibility for mitigation for road closures identified in Section 10.7 and Section 10.8 and the improvement identified in Section 11.7, may be met by providing funding in the amount of \$200,000 to FAMU which shall be applied toward the installation of a westbound right-turn lane on Gamble Street approaching Lake Bradford Road. Plans for the improvement shall be done in compliance with City standards and shall be submitted to the City Traffic Engineer for approval by the City Public Works Department, City Growth Management Department, and the Tallahassee/Leon County Planning Department. The FBOE/FAMU is responsible for obtaining all permits associated with this improvement.

12.8 Upon execution of this Agreement, the FBOE shall encumber State University System Concurrency Trust Funds in the amount of \$4,135,527, which shall constitute the fair share contribution payable to the City for mitigation of those impacts described in Section 12.1. The FBOE will pay this amount to the City within 90 days after execution of this Agreement.

12.9 Upon execution of this Agreement, the FBOE shall encumber State University System Concurrency Trust Funds in the amount of \$1,030,767.00, which shall constitute the total fair share contribution payable to the City for mitigation of items described in paragraphs 11.6 and 11.7. The FBOE will pay this amount to the City within 90 days after execution of this Agreement. These funds shall be used by the City on transportation facilities, which include bike and pedestrian facilities, that are impacted by trips associated with FAMU.

13.0 CAPACITY RESERVATION FOR DEVELOPMENT

13.1 The FBOE/FAMU is reserving capacity pursuant to this Agreement. The development for which capacity is reserved is identified in Exhibit "A," which is incorporated herein by this reference.

13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in the Future Land Use Element of the FAMU Campus Master Plan, adopted on November 2, 1995, and subsequently amended.

13.3 The City agrees to reserve present and planned capacity of the public facilities and services necessary to support the development identified in Exhibit "A" for the duration of this Agreement. The FBOE/FAMU shall comply with all the terms and conditions of this Agreement and shall provide financial assurances as set forth in Section 12.0 of this Agreement.

13.4 The City acknowledges that subsequent development projects may reserve capacity of public facilities in the same geographic area identified in Exhibit "B." The City also acknowledges that this shall in no way necessitate the construction of additional capital facility improvements by the FBOE/FAMU to meet concurrency requirements and/or to prevent development identified in Exhibit "A" from going forward in accordance with its established timetable of development.

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 after 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 is necessary, to comply with the relevant state or federal laws.

15.0 AMENDMENT

- 15.1 Amendments of this Agreement shall be made in accordance with the provisions set forth in Subsection 240.155(19), Florida Statutes.
- 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 finds that this Agreement and the proposed development provided for herein are consistent with the City's adopted Comprehensive Plan.

17.0 ENFORCEMENT

In accordance with Subsection 240.155(20), Florida Statutes, 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 240.155, Florida Statutes. This action shall be the sole and exclusive remedy of an 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, the provisions of Subsection 240.155(17), Florida Statutes, shall govern the resolution of the dispute. 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 issues in dispute.
- 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 FBOE/FAMU 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 240.155(16), Florida Statutes, has 60 days to hold informal hearings and, 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 the 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 may, upon request, review all relevant information concerning development on the FAMU campus to verify that the terms of this Agreement are satisfied. The City may review said activity to determine if there has been demonstrated good faith compliance with the terms of this Agreement.
- 19.2 The FBOE/FAMU may, upon request, review all relevant information concerning development activity by the City to verify that improvements identified in Sections 11.1 and 11.6 of this Agreement, for which State University System Concurrency Trust Fund moneys are used to address impacts of University development, have been implemented consistent with the terms and conditions of this Agreement. The FBOE/FAMU may review said activity to determine if there has been demonstrated good faith compliance with the terms of this Agreement.
- 19.3 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 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 RECORDING OF THIS AGREEMENT

A copy of this Agreement shall be forwarded to the state land planning agency by the FBOE/FAMU within 14 days after 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 FBOE/FAMU shall be:

John Wynn
Deputy Secretary of Education
Florida Board of Education
Turlington Building, Suite 1614
325 W. Gaines Street
Tallahassee, Florida 32399

With a copy to:

Dr. Robert D. Carroll
Vice President for Administrative Affairs
Florida A&M University
Tallahassee, Florida 32307

The address of the City shall be:

Honorable Scott Maddox, Mayor
City of Tallahassee
City Hall
300 South Adams Street
Tallahassee, Florida 32301

With a copy to:

Ms. Anita Favors, City Manager
City of Tallahassee
City Hall
300 South Adams Street
Tallahassee, Florida 32301

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

Exhibit "C" --- Drainage Basins on FAMU Campus

On _____, 2001, the Florida Board of Education, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement by the _____ on behalf of the Florida Board of Education/Florida Agricultural and Mechanical University.

APPROVED by the City Commission on June 27, 2001.

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:

FLORIDA BOARD OF EDUCATION

Witness

Print Name _____
For the FLORIDA BOARD OF EDUCATION/FLORIDA
A & M UNIVERSITY

Witness

Date: _____

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 _____, for the Florida Board of Education, 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 ____ day of _____, 2001.

Notary Public

(Notarial Seal)

My Commission expires:

ATTEST:

CITY COMMISSION OF THE
CITY OF TALLAHASSEE, FLORIDA

Gary Herndon, Interim City Treasurer-Clerk

BY: _____
Scott Maddox, Mayor

APPROVED AS TO FORM:

James R. English, City Attorney

EXHIBIT "A"
DEVELOPMENT AUTHORIZED BY THE AGREEMENT
AND FOR WHICH CAPACITY IS RESERVED

PHASE ONE: 1994-1999

<u>Space Type</u>	<u>NASF¹</u>	<u>GSF²</u>
Academic	12,750	25,000
Gymnasium	13,944	25,414
Office	33,619	57,456
Housing	211,480	438,745
Child Care	3,450	4,830
Support	58,454	104,163
Student Services	22,348	43,305
Labs	246,483	367,415
Exhibition	24,575	34,405
Library	121,936	170,710
Classroom	<u>87,005</u>	<u>111,839</u>
SUBTOTAL	836,044	1,383,282

PHASE TWO: 2000-2004

<u>Space Type</u>	<u>NASF¹</u>	<u>GSF²</u>
Gymnasium	14,285	20,000
Office	42,857	60,000
Housing	218,680	457,552
Support	85,087	119,123
Student Services	92,655	129,717
Labs	79,071	110,700
Classroom	<u>25,828</u>	<u>36,160</u>
SUBTOTAL	558,463	933,252
TOTAL	1,394,507	2,316,534

¹Net assignable square feet

²Gross square feet

EXHIBIT "B"
GEOGRAPHIC AREA COVERED BY THE AGREEMENT

EXHIBIT "C"
DRAINAGE BASINS ON FAMU CAMPUS