

**CAMPUS DEVELOPMENT AGREEMENT
BETWEEN THE FLORIDA A&M UNIVERSITY
AND THE CITY OF TALLAHASSEE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation (herein referred to as the "City") and **FLORIDA A&M UNIVERSITY BOARD OF TRUSTEES** (hereinafter referred to as "the University").

WITNESSETH:

WHEREAS, the University 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 1013.30, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes, except when stated otherwise; and

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

WHEREAS, the University has prepared and adopted an update to the campus master plan for the University 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 University, the University and City are required to enter into a campus development agreement; and

WHEREAS, the campus development agreement shall determine the impacts of proposed campus development reasonably expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, and public transportation; and

WHEREAS, the campus development agreement shall identify any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute; and

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

WHEREAS, the campus development agreement shall identify the University'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 Agricultural and Mechanical University Comprehensive Campus Master Plan, which was prepared and adopted consistent with the requirements of Subsections 1013.30 (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 163.3187, 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 Economic Opportunity.

3.0 INTENT AND PURPOSE

- 3.1 This Agreement is intended to implement the requirements of concurrency contained in Subsections 1013.30 (11)-(15), Florida Statutes. It is the intent of the University and the 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 University and the City.
- 4.2 The University 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 University.
- 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 1013.30, Florida Statutes.
- 4.5 Except as specifically referenced in the Campus Master Plan Update "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 University to ensure that all construction projects on the campus, as shown in **Exhibit “A”**, 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 Master Plan “General Infrastructure Element” Stormwater Management Sub-Element and all applicable statutory requirements for permit review with the Northwest Florida Water Management District.

- 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 University, 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 Campus Master Plan, as may be 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 Campus Master Plan, may proceed without further review by the City if it is consistent with the terms of this Agreement and the 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 TERM OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2015, unless extended by the mutual consent of the University 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 University 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. University 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 the University. The north section of the University 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 the University 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, including fire hydrants, located within public or City-owned streets and rights-of-ways are owned and maintained by the City of Tallahassee, as are potable and irrigation water meters serving the campus. The University owns and maintains all other water mains, services, and fire hydrants serving the campus. In the future, recycled water may become available for irrigation purposes around the campus.
- 7.3 The sewer collection system at the University consists of a series of gravity sewer lines that ultimately connect to the City's regional sewer collection system. The 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. Sanitary sewer mains located within public or City-owned streets and rights-of-ways are owned and maintained by the City of Tallahassee. The University owns and maintains all other sanitary sewer mains and services serving the campus.
- 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 The University is responsible for the operation and maintenance of all recreation and

open space facilities on campus. The University 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 the University 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 StarMetro provides bus service on the University campus via the Venom Express. Transit service throughout Tallahassee is provided via regular StarMetro routes serving the campus.

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

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

Countywide

- (a) The design and water quality standards as set forth in Chapters 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:

100-year storm event

No flood water in new buildings or existing buildings.

Overland flow capacity available for all flow in excess of capacity of underground and open channel conveyance systems.

25-year or less storm event

No flood water more than 6 inches deep in local roads, parking lots, or other non-street vehicular use areas.

No flood water in one driving lane each direction of collector streets.

No flood water in two driving lanes each direction of arterial streets.

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.

The rate of offsite discharge shall not exceed the pre-development rate of discharge.

10-year or less storm event

No flood water in one driving lane of local roads.

No flood water in driving lanes in any road other than a local road.

Underground conveyances not overflowing in business and commercial districts.

5-year or less storm event

No flood water in one driving lane of any roadways.

Underground conveyances not overflowing in residential districts.

- (c) These are adopted levels of service and shall be used as the bases 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 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:

- a. 160 gallons per capita per day
- b. In the design of water production, storage, and distribution facilities, appropriate peak and fire flow factors shall be utilized.

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

- a. 140 gallons per capita per day
- b. In the design of sewer collection, pumping, treatment, and effluent disposal facilities, appropriate peak factors shall be utilized. This is the adapted level and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

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

- (a) Leon County solid waste facilities (includes all public, private, public/private partnership, facilities, and contracted services):

(1) Provide for:

Year (Jan 1)	LOS (lbs./Capita Per Day)	Year	LOS	Year	LOS	Year	LOS
2011	7.2	2016	7.4	2021	7.4	2026	7.4
2012	7.2	2017	7.4	2022	7.4	2027	7.4
2013	7.3	2018	7.4	2023	7.4	2028	7.4
2014	7.35	2019	7.4	2024	7.4	2029	7.4
2015	7.4	2020	7.4	2025	7.4	2030	7.4

- (2) One year of Class 1 landfill lined cell disposal capacity at present fill rates.
 (3) Five years of Class 1 landfill capacity with preliminary permit approval from the Florida Department of Environmental Protection.
 (4) Ten years of properly zoned Class 1 landfill raw land capacity at present fill rates.

- (b) Private solid waste disposal facilities: Same as local government.

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

- (a) Tallahassee parks and recreation facilities:(1) Regional parkland: 4 acres per 1,000 population includes City operation of County-owned Tom Brown Park
 (2) Area park land: 1 acre per 1,000 population
 (3) Recreation facilities are included in the cost of parkland

(b) Leon County parks and recreation facilities:

- (1) Regional parkland: 8 acres per 1,000 population
 (2) Area park land: 1 acre per 1,000 population

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

- (a) The peak hour roadway level of service for the City of Tallahassee and Leon County is established as follows:

Inside the Urban Service Area:

Interstate, Limited Access Parkways: C

Principal Arterials: D / E*

Minor Arterials: D / E*

Major and Minor Collectors: D / E*

Local Streets: D

*For Minor Arterials, and Major and Minor Collectors located inside the Urban Service Area and south of U.S. 90, the Level of Service shall be "D" for purposes of establishing priorities for programming transportation improvements, and "E" for meeting concurrency requirements, to support the Southern Strategy. Roads north of U.S. 90 shall be LOS D for both programming improvement and concurrency purposes.

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

UrbanServiceArea

1% annual increase in system (bus) miles.

- 8.8 Within the Multimodal District. The Comprehensive Plan establishes the following level of service standards and performance targets.

Areawide Multimodal Level of Service Standards (Pursuant to F.S. 163.3180(15)(c))			
Pedestrian	Transit	Bicycle	Automobile
C	C	D	E+50%

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE UNIVERSITY AND SERVICE PROVIDERS

The University has entered into the following financial arrangements with the City for the provision of public facilities and services necessary to support the continued growth and development of the University campus:

- 9.1. The University pays a monthly charge to the City for the provision of potable water service to the campus.
- 9.2. The University pays a monthly charge to the City for the provision of sanitary sewer service to the campus.
- 9.3. The University pays a monthly charge to the City for the collection and disposal of solid waste on the campus.
- 9.4. The University pays a monthly charge to the City for stormwater management.
- 9.5. There are no financial arrangements between the University and the City or any other entity for the provision of parks and recreation facilities or service to the campus.
- 9.6. The University has established an agreement with StarMetro for the provision of “fare-free” public transit facilities and services to the University campus.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

- 10.1 The University and the City agree that the development proposed in the adopted 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 University and City agree that development proposed in the adopted 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 University and City agree that development proposed in the adopted 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 University and City agree that development proposed in the adopted 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 University and City agree that development proposed in the adopted 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 University and City agree that development identified in the adopted Campus Master Plan and in **Exhibit "A"** will not cause or contribute to deficiencies for any roadway segment that the City monitors for compliance with concurrency regulations.
- 10.7 The University and City agree that there are no current plans to close any of the road segments identified in the adopted campus master plan.
- 10.8 The University and City agree that there are no current formalized plans to expand the campus boundary into the existing Bond neighborhood or to construct parking garages impacting residential areas.
- 10.9 The University will be responsible for ensuring 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 off-campus improvements shall be required:

- 11.1 The University and City agree that the mitigation of the stormwater impacts from existing and proposed development identified in the adopted Campus Master Plan and **Exhibit "A"** require stormwater infrastructure. The University and the City agree that the University will address the stormwater impacts through the mitigation provisions specified in Section 12.1.

- 11.2 The University and City agree that there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of the University for the duration of this Agreement. The University and City further agree that no off-campus potable water improvements need be provided. However, the University and the City agree that once recycled water is available to the University for irrigation purposes, the University shall make every effort to cooperate in the utilization of this resource in order to preserve the potable water resources. The University also commits to providing, where necessary, such easements as may be required for the distribution mains associated with recycled water as long as there is no interference in other University functions by so doing. The University agrees to commence the Potable Water System Analysis described in Element 9, General Infrastructure Element, of the Master Plan, prior to the expiration of this agreement.
- 11.3 The University and City agree that there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of the University for the duration of this Agreement. The University and City further agree that no off-campus sanitary sewer improvements need be provided. The University agrees to commence the Sanitary Sewer Collection and Disposal System Analysis described in Element 9, General Infrastructure Element, of the Master Plan, prior to the expiration of this agreement.
- 11.4 The University and City agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of the University for the duration of this Agreement. The University and City further agree that no off-campus solid waste improvements need be provided.
- 11.5 The University and City agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of the University for the duration of this Agreement. The University and City further agree that no off-campus open space and recreation improvements need be provided.
- 11.6 The University and City agree that all impacts from prior agreements dated March 15, 2007, May 17, 2004, and August 16, 2001 have been appropriately mitigated, in accordance with the finding of no deficiencies in Section 10.6 of this agreement, no off campus transportation improvements are required. Projects from such prior agreements that are not constructed, but have been mitigated, are projects for which capacity is reserved, and are included in Exhibit A.
- 11.7 The University will assure that all new roadway improvements are designed and constructed to accomplish the bike and pedestrian goals established in the Comprehensive Plan.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following assurances are to address University's fair share mitigation of impacts to off-campus public facilities and services attributable to development identified in the Campus

Master Plan and **Exhibit "A"**:

- 12.1 The University will address stormwater management on-site for development projects identified in the Campus Master Plan and **Exhibit "A"**. At some later date, if the City has capacity available in a stormwater pond, the University can acquire capacity and abandon its on-site stormwater management. The University will be responsible for conveying its stormwater to the facility. If the City provides conveyance for the University, the cost of conveyance will be in addition to the cost of the pond capacity.
- (a) The University will prevent impacts to public facilities from proposed development within the FAMU campus by constructing stormwater facilities for attenuation, treatment and/or conveyance. Stormwater facilities for each new development project shall be built at the time construction of the new project starts. All stormwater facilities to address proposed development shall comply with the stormwater infrastructure standards established in the goals, objectives, and policies in the General Infrastructure Element of the Campus Master Plan. The University will provide project details and plans to the City on a project-by-project basis to assure compliance with such standards.
- (b) The University is responsible for addressing applicable permit or infrastructure requirements, if any, from agencies other than the City.
- 12.2 The University and the City agree that no off-campus potable water improvements need be assured by the University.
- 12.3 The University and the City agree that no off-campus sanitary sewer improvements need be assured by the University.
- 12.4 The University and the City agree that no off-campus solid waste improvements need be assured by the University.
- 12.5 The University and the City agree that no off-campus parks and recreation improvements need be assured by the University.
- 12.6 The University and the City agree that no transportation mitigation or improvements need be assured by the University.

13.0 CAPACITY RESERVATION FOR DEVELOPMENT

- 13.1 The University 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 Campus Master Plan, adopted on November 1, 2012.

- 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 University shall comply with all the terms and conditions of this Agreement and shall provide financial assurances as set forth in Section 12 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 University 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 This Agreement may be amended in conjunction with the five-year Campus Master Plan update, as required by Subsection 1013.30(3). Amendments to this Agreement shall be made in accordance with the provisions set forth in Subsection 1013.30(19), Florida Statutes.
- 15.2 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22 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 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 1013.30(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 1013.30, 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 1013.30(17), Florida Statutes, shall govern the resolution of the dispute. Each party shall select one mediator and notify the other party in writing of its 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 University 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 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 1013.30(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 University 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 Both parties agree to endeavor to hold regular quarterly meetings with between the University Office of Construction and Facilities Management staff, City of Tallahassee Growth Management and Utilities/Public Works staff, and other staff or officials as may

be needed to maintain an updated FAMU Master Site Plan. For each meeting University staff will provide an up to date Site Plan with current and near-term projects with a facility inventory, and City staff will provide details on all available capacity to serve facilities based on current known demand and level of service requirements.

- 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 FILING OF THIS AGREEMENT

A copy of this Agreement shall be forwarded to the state land-planning agency by the University 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 University shall be:

Florida Agricultural and Mechanical University
Office of Facilities Planning and Construction
c/o Samuel Houston, Director of Facilities Planning and Construction
Florida A&M University
2400 Wahnish Way, Suite 100
Tallahassee, FL 32307

With a copy to:

Kendall Jones, Interim Associate Vice President
Construction and Facilities Management
Florida Agricultural and Mechanical University
Tallahassee, Florida 32307

The address of the City shall be:

Honorable John Marks, Mayor
City of Tallahassee
City Hall
300 South Adams Street
Tallahassee, Florida 32301

With a copy to:

Ms. Anita R. Favors Thompson, 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"** --- 2000 – 2020 Master Plan Update Projects (Table)
- Exhibit "B"** --- Context Area Map and Legal Description (Graphic and Written)
- Exhibit "C"** --- Drainage Basins on the FAMU Campus (Graphic)

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 A&M UNIVERSITY
BOARD OF TRUSTEES**

By: _____
Dr. Elmira Mangum, President
Florida A&M University
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 Elmira Mangum, President of the Florida A&M University on behalf of the Board of Trustees of Florida A & M University. She is to be known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be her 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 _____, 2014.

Notary Public
(Notarial Seal)
My Commission expires:

On _____, 2014, the Board of Trustees of the Florida A&M University, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement by Elmira Mangum President of the Florida A&M University.

APPROVED AS TO FORM:

_____, General Counsel

APPROVED by the City Commission on _____ 2014

ATTEST:

CITY COMMISSION OF THE
CITY OF TALLAHASSEE, FLORIDA

James O. Cooke, IV, City Treasurer-Clerk

BY: _____
Andrew Gillum, Mayor

APPROVED AS TO FORM:

Lewis E. Shelley
City Attorney

**EXHIBIT "A" FLORIDA A&M
UNIVERSITY
DEVELOPMENT AUTHORIZED BY THE AGREEMENT
AND FOR WHICH CAPACITY IS RESERVED**

ITEM	UNIT TYPE	EXISTING AMOUNT	ADDITIONAL AMOUNT AUTHORIZED*	TOTAL AMOUNT
TOTAL BUILDING AREA	GSF	2,817,542	777,394	3,572,577
TOTAL PARKING	Spaces	5,489	310	5,799
TOTAL IMPERVIOUS	AC	80.87	11.50	92.37
STUDENTS	Headcount	11,146	945	12,091
HOUSING ¹	Beds	-	800	800

1 - Housing facilities identified in the Florida A&M University Campus Master Plan Update 2010-2020 include facilities E1 - 800 Bed Dormitory (New Construction); F - Greek Life Housing (New Construction); E4 - 800 Bed Dormitory (New Construction); 043 - McGuinn Hall, 044 - Truth Hall, 046 - Cropper Hall, 047 - Diamond Hall, and 051 - Wheatly Hall, (Renovation). E4 - 800 Bed Dormitory has been approved as part of the Campus Development Agreement. If additional housing facilities are to be constructed, additional analysis and assessment of the Campus Development Agreement by the City of Tallahassee shall be required prior to construction.

* "Additional Amount Authorized" includes all previously approved and already mitigated but unbuilt square footage, as well as additional square footage reviewed in this Master Plan cycle

ID	AUTHORIZED FACILITIES	GROSS SQUARE FEET
-	Utilities, Infrastructure, Capital Renewal, Roofs	
EE	Computer Information Systems / Technology	119,250
074 / UU	Dyson Building Remodeling	57,500
075	Pharmacy Building Phase II	77,399
J	Social Sciences Complex	69,720
-	Foundation Building ²	N/A
008 / N	Lucy Moten Renovations ²	N/A
JJ	Bragg Stadium Complex	96,465
111-112 / VV	Banneker Complex Remodeling	80,564
I	Arts and Sciences Teaching Facility	123,900
JJ	Student Affairs Building	49,688
P7	Perry-Paige Remodeling	10,500
074 / UU	Howard Hall Remodeling	22,158
BB	Track and Field Stadium ²	N/A
T	General Classroom - Phase II ²	N/A
P1-6	Police Substations ²	N/A
KK	University Police / Administration ²	N/A
Q	Coleman Library Phase III	62,250
GG	Dining Hall ¹	8,000
AAA	Engineering Technology Building ²	N/A
FF	Student Union ²	N/A
LL	Performing Arts Center ²	N/A
	TOTAL:	777,394

2 - Projects designated with a Gross Square Footage of N/A shall require additional analysis and assessment for possible modification of the Campus Development Agreement by both parties prior to commencing construction.

EXISTING FACILITIES KEY

012 LESHALL
 013 JACKSON DAVIS HALL
 014 UNIVERSITY COMMONS
 015 N.B. YOUNG HALL
 016 S.B. ISOUTH CENTER
 021 CARMEGIE CENTER
 025 LUCY MOTEN
 026 WARE RHANEY
 029 ATHLETIC STORAGE
 030

031 GEORGE CONOLLY GREENHOUSE
 032 PRESIDENT HOUSE
 036 TUCKER HALL
 038 HONOR HOUSE
 040 SCHOOL OF ARCHITECTURE
 041 GATHERGYM
 042 HAZARDOUS STORAGE
 043 UNIV. BASEBALL DUSGUT
 044 RECREATION CENTER
 046 US DATA TELECONFERENCE TR

047 DAIRY BAR AND WINERY
 048 M.S. THOMAS INDUSTRIAL PARTS
 049 S.B. WESTERN NORTH WATERPINT
 050 CENTRAL HILLED WATERPINT
 051 SCHOOL OF JOURNALISM
 052 UNIV. ACTIVITIES CENTER
 054 COUNSELING CENTER
 055 MC GUINN HALL
 056 TRUTH HALL
 058 CROPPER HALL

059 DIAMOND HALL
 061 SAMPSON HALL
 067 COLEMAN LIBRARY
 068 S.B. LEAST
 069 WHEATLEY HALL
 070 CENTRAL HEAT PLANT
 071 FOOTER HILYER ADMIN. CENTER
 072 JONES HALL
 073 SCIENCE RESEARCH FAC III Y
 074 HOWARD HALL

075 GIBBS HALL
 076 OLD DRS
 080 GENERAL CLASS ROOM
 081 FOSTER TANNER MUSIC CIR.
 082 FOSTER TANNER CERAMIC CIR.
 083 FOSTER TANNER ART CTR.
 084 GORE EDUCATION COMPLEX
 086 D.R.S. GYM
 087 FOSTER TANNER BAND BLDG.
 094 DYSON PHARMACY

COLLEGE OF PHARMACY
 SMAI ANIMAL LAB
 P.O.M. BLDG. A
 P.O.M. BLDG. B
 P.O.M. BLDG. C
 P.O. HAZARDOUS STORAGE A
 P.O. HAZARDOUS STORAGE B
 P.O. MECH. CHILLER
 P.O.M. STORAGE
 FOSTER TANNER ROSS SERV. TWR
 111 BENJAMIN
 112 BENJAMIN
 124 GIBBS
 131 SCHOL
 133 SCHOL
 134 CHILDC.
 161 WILLIAM
 162 WILLIAM
 163 PALMET
 164 PALMET
 170 STUDIE



Sox001-fieel

PC#1051931

EXHIBIT "B" - FLORIDA A&M UNIVERSITY LEGAL DESCRIPTION - MAIN CAMPUS

Main Campus:

Begin at a point of intersection of the extend south boundary line of Eugenia Street and the east boundary line of Wahnish Way (formerly Railroad Avenue) said point being thirty (30) feet south of and thirty (30) feet east of the northeast corner of the southwest quarter of the northwest quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 1, Township-1-South, Range-1-West, thence run north along said east boundary line of Wahnish Way four hundred and seventy-five (475) feet plus or minus, to the intersection of the south boundary line of Canal Street, thence run in a southeasterly and easterly direction along said south boundary line of Canal Street one thousand, two hundred and eighty-five (1,285) feet plus or minus to the west boundary line of Martin Luther King, Jr. Boulevard (formerly South Boulevard), thence run south along said west boundary line of Martin Luther King, Jr. Boulevard one thousand, two hundred and three (1,203) feet plus or minus, thence run east three hundred and sixty-three (363) feet plus or minus to the west boundary line of Bronough Street, thence run south along said west boundary line of Bronough Street four hundred and eighty (480) feet plus or minus to the south boundary line of Adams Street one thousand, two hundred and eighty (1,280) feet plus or minus to the north boundary line of Barbourville Drive, thence run along said north boundary line of Barbourville Drive N.80°W-142.28 feet, thence run north 239.9 feet, thence run N88°30'W-210.7 feet, thence run N.14°14'E-26.8 feet, thence run N88°37'W-218.5 feet, thence run north 187.4 feet, thence run west 555.05 feet to the aforementioned west boundary line of Martin Luther King, Jr. Boulevard, thence run south along said west boundary line of Martin Luther King, Jr. Boulevard eight hundred and ninety (890) feet plus or minus to a point where said Martin Luther King, Jr. Boulevard widens, thence run west five (5) feet, thence continue south along said west boundary line of Martin Luther King, Jr. Boulevard fifty (50) feet plus or minus, thence run west one hundred and sixty (160) feet plus or minus, thence run south one hundred and twenty (120) feet plus or minus to the north boundary line of Osceola Street, then run west along said north boundary line of Osceola Street four hundred and ten (410) feet plus or minus, thence run south one hundred and ninety (190) feet plus or minus, then run east three hundred and thirteen (313) feet plus or minus, thence run south fifty-nine (59) feet plus or minus, then run east 315.5 feet plus or minus to the aforementioned west boundary line of Martin Luther King, Jr. Boulevard, thence run south along said west boundary line of Martin Luther King, Jr. Boulevard four hundred and fifty-one (451) feet plus or minus to a point on the south boundary line of aforementioned Section 1, T-1-S; R-1-W (same line being the north boundary line of Section 12, T-1-S; R-1-W), thence run east along said section line one thousand and ninety-five (1,095) feet plus or minus to the aforementioned west boundary line of Adams Street, thence run southerly along said west boundary line of Adams Street two thousand, six hundred and forty (2,640) feet plus or minus to the north boundary line of Orange Avenue, thence run west along said north boundary line of Orange Avenue nine hundred (900) feet plus or minus, thence run south three hundred and fifty (350) feet plus or minus, thence run east one hundred and sixty-five (165) feet plus or minus to a point on the east boundary line of the northeast quarter of the southwest quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of aforementioned Section 12, T-1-S; R-1-W, thence run south along said boundary line of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12, five hundred and ten (510) feet plus or minus, thence run west nine hundred and seventy-nine (979) feet, thence run north two hundred and fifty (250) feet to a point on a drainage ditch, thence run northwesterly along said ditch three hundred and forty-five (345) feet plus or minus to the aforementioned east boundary line of Wahnish Way, thence run north along said east boundary of Wahnish Way one hundred and eighty-three (183) feet plus or minus, thence run east three hundred and fifty (350) feet plus or minus, thence run north three hundred and ninety-five (395) feet plus or minus to the aforementioned north boundary of Orange Avenue, then run west along said north boundary line of Orange Avenue three hundred and fifty (350) feet plus or minus, to the aforementioned east boundary line of Wahnish Way, thence run north along said east boundary line of Wahnish Way one thousand, four hundred and fifty (1,450) feet plus or

minus, thence run west one thousand, three hundred and fifty-five (1,355) feet plus or minus to the west boundary line of aforementioned section to the northwest corner of Section 12, T-1-S; R-1-W, thence run north along said west boundary line of Section 12, one thousand, one hundred and sixty (1,160) feet plus or minus to the northwest corner of said Section 12, thence run east along the north boundary of said Section 12 (same line being south boundary line of aforementioned Section 1) one thousand, three hundred and ninety-five (1,395) feet plus or minus to the said east boundary of Wahnish Way, thence run north along said east boundary of Wahnish Way six hundred and fifty-eight (658) feet plus or minus to the south boundary line of aforementioned Osceola Street, thence run west along said south boundary line of Osceola Street twenty-five (25) feet, thence run north along said east boundary line of Wahnish Way six hundred and sixty-seven (667) feet plus or minus to the extended north boundary line of Okaloosa Street, thence run west along said south boundary line of Osceola Street twenty-five (25) feet, thence north along said east boundary line of Wahnish Way six hundred and sixty-seven (667) feet plus or minus to the extended north boundary line of Okaloosa Street, thence run west along said north boundary line of Okaloosa Street one thousand and thirty-five (1,035) feet plus or minus to the east boundary line of Perry Street, thence run northerly along said east boundary line of Perry Street two thousand, six hundred and ten (2,610) feet plus or minus to the aforementioned south boundary line of Eugenia Street, thence run east along said north boundary line of Eugenia Street one thousand and ninety (1,090) feet plus or minus to the point of beginning less and except all rights-of-way for streets, roads and easements.