MEMORANDUM

TO: Richard McCullough, President
FROM: Kyle Clark, Senior Vice President for Finance & Administration
DATE: November 18, 2022
SUBJECT: Request for Approval
Campus Development Agreement

Last September, the Board of Trustees unanimously approved and adopted the University’s 2020-2030 Campus Master Plan which updated the University’s development plans for the Tallahassee Campus (Main and Southwest Site) and the Panama City Campus. This action was done in keeping with the provisions of Florida Statutes Chapter 1013.30, which describes the processes by which universities are required to develop, maintain, and update campus master plans and associated campus development agreements with their host local governments.

Due to COVID and staff changes, the City of Tallahassee has extended the deadline of the existing campus development agreement to December 31, 2022. Since last January, the University and City of Tallahassee staff have been working on a new campus development agreement incorporating the new development outlined in the 2020-2030 Campus Master Plan to meet this deadline.

The City of Tallahassee conducted the first of two required public hearings on October 26, 2022. The second public hearing will occur on or before December 7, 2022. The draft of the new campus development agreement is attached. In summary, the new campus development agreement does the following:

Updates the future space allowances the University is entitled to build on its Tallahassee campuses (See Exhibits A-1 and A-2).
Expands the geographic areas covered by the Agreement to include new properties acquired by the State and the University (See Exhibits B-1 and B-2).
Extends the date of the Agreement through 2030.
Does not require any additional concurrency obligations from the University to the City, though it establishes a stormwater conveyance connection fee concept for new University development outside the geographic area covered by the Regional Stormwater Facility Agreement dated May 28, 1996.

Provisional approval is sought to allow the President to execute the new campus development agreement if the City Commission approves the agreement on December 7, 2022.

A campus development agreement with the City of Panama City was approved by Panama City’s Commissioners on December 10, 2019 and runs through December 21, 2024. However, as indicated in that document, FSU staff will begin working with City staff on a new campus development agreement to incorporate changes made in the
2020-2030 Campus Master Plan, which was applicable to both Tallahassee and Panama City campuses. Staff will bring back a future agenda item when it is ready.

I recommend approval of this request, including an authorization to the President, or designee, to approve and execute the new campus development agreement with the City of Tallahassee.

KC
2022 CAMPUS DEVELOPMENT AGREEMENT
BETWEEN THE FLORIDA STATE UNIVERSITY
AND THE CITY OF TALLAHASSEE

THIS CAMPUS DEVELOPMENT AGREEMENT is made and entered into this day of November, 2022, by and between the CITY OF TALLAHASSEE (herein referred to as the "CITY"), a municipal corporation of the State of Florida, and THE FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, acting for and on behalf of THE FLORIDA STATE UNIVERSITY, (hereinafter referred to as "FSU" or “University”).

WITNESSETH:

WHEREAS, the University is 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 specifically stated otherwise, and

WHEREAS, the University has prepared and adopted a campus master plan for the years 2020-2030 for the main University campus and associated satellite properties 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 FSU, FSU and the CITY are required to enter into a new 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 FSU’s "fair share" of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies, and

WHEREAS, FSU has previously made certain payments to the CITY, as specified in subsections 9.1 and 13.5 hereof, to wholly fulfill FSU’s obligation relating to its “fair share” of costs pertaining to said deficiencies, and
WHEREAS, FSU has undertaken transportation and participated in stormwater concurrency improvement activities agreed to in prior campus development agreements; and

WHEREAS, capacity concurrency associated with these prior investments has not been fully utilized such that FSU’s new construction under this Agreement does not create new 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 "affected person" shall have the meaning given to it in Subsection 1013.30(2)(b), Florida Statutes, as amended.

2.2 The term "aggrieved or adversely affected person" shall have the meaning given to it in Subsection 1013.30(20), Florida Statutes, as amended.

2.3 The term “Campus Master Plan” or "campus master plan" means the current Florida State University Comprehensive Campus Master Plan for 2020-2030, which was prepared and adopted September 24, 2021, consistent with the requirements of Subsections 1013.30 (3)-(6), Florida Statutes.

2.4 The term "comprehensive plan" means the City of Tallahassee 2030 Comprehensive Plan, which was prepared and adopted consistent with the requirements of Subsections 163.3177 and 163.3178, Florida Statutes.

2.5 The term "concurrency" means that public facilities and services needed to support development are available when the impacts of such development occur.

2.6 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 into three or more parcels.

2.7 The term "force majeure" means acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, sinkholes, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, terrorist activities, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, pandemic, epidemic, and compliance with any court order, ruling, or injunction.

2.8 The term "public facilities and services" means potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, roads, and public transportation facilities.

2.9 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)-(14), Florida Statutes. It is the intent of FSU 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 for FSU’s new development 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 creating capacity deficiencies from campus development 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 adhered to by FSU and the CITY.

4.2 FSU 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 FSU.

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, including specifically Section 1013.30, Florida Statutes; and does not violate any other Agreement to which the CITY is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the CITY is subject.

4.4 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 herein, no development permits, development orders, or development approval shall be required from the CITY for construction projects subject to this Agreement.

4.6 In the event that all or a portion of an existing facility or a project listed in the Campus Master Plan and Exhibit "A-1" to this Agreement should be destroyed by a fire, storm, or other force majeure event, FSU, its grantees, successors and assigns, shall have the right to rebuild and/or repair the project, and any reservations under this Agreement directly attributable thereto shall be automatically extended during such re-building and/or alteration period, as well as any time periods for performance.
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; provided, however, notwithstanding the foregoing, the parties acknowledge that the adopted FSU Campus Master Plan, as amended, and various interlocal agreements, such as the RSF Agreement described in Section 9.1 and the Preferred Customer Service Agreement (electrical) described in Section 7.8, 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 unless specifically noted herein. Further, notwithstanding this paragraph, the parties specifically acknowledge herein the prior financial arrangements and concurrency payments made under prior campus development agreements for which capacity reserved thereunder still remains unused and available to FSU, and those arrangements are incorporated herein by reference. Otherwise, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.8 Upon execution of this Agreement, all campus development identified in Exhibit "A-1", which summarizes projects identified in the adopted FSU Campus Master Plan, may proceed without further review by the CITY if it is consistent with the terms of this Agreement and the FSU Campus Master Plan as amended.

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, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.

4.10 It shall be expressly clear and understood that the principles to guide the use, location, and timing of development identified in Exhibit “A-1” shall be those established in FSU’s Campus Master Plan, and not in this Agreement.

4.11 FSU and CITY hereby agree that those development rights created and vested by the Adoption of Amended Development Order for the Civic Center DRI dated December 4, 1998, as last amended by that Notice of Adoption of Fifth Amendment to the Civic Center Development of Regional Impact Amended Development Order dated July 12, 2006 (collectively the “Civic Center DRI”), all of which were transferred to FSU with the Donald L. Tucker Civic Center (DLTCC) property when FSU assumed DLTCC’s long-term debt and operation, are hereby ported over from the Civic Center DRI and incorporated into and recognized by this Agreement for ease of future reference and so that the CITY may alleviate its reporting obligations for the Civic Center DRI to the Florida Department of Economic Opportunity. The parties recognize that this proposed development will not degrade public facilities and services beyond capacity previously reserved by the CITY under the Civic Center DRI, and the transfer of these approvals from the Civic Center DRI to this Agreement will have a neutral effect as capacity has already been reserved and impacts mitigated under the Civic Center DRI as identified in Exhibit A-2 and Exhibit A-3 of the 2021 Amendment to the previous campus development agreement. Exhibit A-3 is attached hereto again as Exhibit A-3 to this Agreement. Therefore, FSU’s authorization to proceed with the development contemplated in the Civic Center DRI is now granted in accordance with this Agreement, and the Civic Center DRI Development Order has been
5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect through **December 31, 2030**, unless extended by the mutual consent of FSU and the CITY, or amended 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-1" (Tallahassee Campus – Main Site), and Exhibit “B-2” (Tallahassee Campus – Southwest Site), both of which are attached hereto and incorporated herein by this reference and are collectively referred to herein as the “FSU Campus” or simply “campus”.

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 The Tallahassee Campus – Main Site is located in the northeast portion of the Lake Munson Drainage Basin and drains into the Munson Slough mostly through the Central Drainage Ditch with a smaller, easterly portion draining to the St. Augustine Branch. The northwest portion of the campus drains into the Upper Central Drainage Ditch. The northeast portion of the campus drains into the FSU Branch. The extreme northeast portion of the campus drains to the Frenchtown watershed. The southeast portion of the campus drains to the Downtown Basin with the easterly portion draining to the St. Augustine Branch, and the southwest portion drains to the Lower Central Drainage Ditch.

The CITY and FSU previously participated in a joint regional stormwater facility (herein the “RSF”) to address stormwater management requirements applicable to future development undertaken by the parties. The RSF provided conveyance, i.e., “related conveyances”, for the western portion of the Main Site, herein referred to as the “FSU RSF DRAINAGE AREA” shown on Exhibit C attached hereto and made a part hereof.

The Tallahassee Campus – Southwest Site is located in the south-central portion of the Lake Munson Drainage Basin. A number of watersheds and sub-basins are located within the boundaries of the Southwest Campus. These include the Black Swamp watershed along the southern boundary, the Alumni Village watershed on the eastern portion of the campus, the West Tennessee watershed in the southwest portion of the campus. In addition, the Innovation Park closed basin is located in the central portion of the campus. A part of the western portion of the Southwest campus is located within the larger Lake Munson Basin. The Southwest Campus generally consists of these watersheds that are high on the east and west sides of the campus. Collectively, with the exception of the Innovation Park closed basin, these watershed areas drain to the central part of the Southwest Campus into the West Drainage Ditch and then south into Munson Slough and ultimately into Lake Munson. There are no public stormwater management systems to provide capacity for FSU projects on the Southwest Site.

7.2 The potable water and fire protection needs for FSU are provided by the CITY.

7.3 The sanitary sewer collection system at FSU consists of a series of gravity sewer lines which
ultimately connect to the CITY’s regional sewer collection system.

7.4 All solid waste (trash) is collected throughout the campus and transported to appropriate disposal sites by the City of Tallahassee, FSU, or third parties. FSU provides for its own recycling program to remove recyclable materials from the solid waste disposal stream and comports most of its landscape refuse.

7.5 Recreation and open space facilities are provided by FSU. Within the context area, the CITY provides a variety of parks, open spaces and recreational facilities which are available for use by FSU students, faculty and staff.

7.6 FSU is served both by internal roadways that accommodate only university-related trips and by external roadways that serve the larger context area as well as FSU. Internal roadways are generally maintained by the University, and external roadways are generally maintained either by the City of Tallahassee, Leon County, or the Florida Department of Transportation.

7.7 FSU provides for bus service to accommodate student, faculty, and staff transportation needs. Presently FSU contracts with StarMetro to provide its bus service. Through this contract students, faculty, and staff may ride the StarMetro system free with a valid FSUCard. Off-campus service is provided by the Seminole Express. To maintain capacity limits, the Seminole Express is marketed exclusively to FSU. The Seminole Express services the Tallahassee Campus Monday through Friday when classes are in session. There is one campus-only circulator: Renegade; three Campus to Off-Campus circulators: Garnet, Gold, and Heritage; and three Off-Campus routes: Innovation, Tomahawk, and Osceola. Additional services provided by StarMetro include paratransit, the Spirit Express, the Night Nole, and orientation shuttle services. FSU and StarMetro also provide "fare free" service on all City Routes for students, faculty, and staff.

7.8 Electric energy and demand for FSU are provided by the CITY through a separate Preferred Customer Electric Service Agreement dated March 9, 1999, and last amended April 3, 2019 (a tenth amendment is in progress). The principal electric supply resources are:

- Bulk Power Substation Thirteen (BP-13) located on Woodward Avenue;
- Underground Transmission lines serving BP-13 from the north side of the campus;
- Bulk Power Substation Three (BP-3) located on Lipona Road;
- Overhead Transmission lines serving BP-3 from the south, west and north;
- Bulk Power Substation Thirty-one (BP-31) located on Levy Avenue;
- Overhead Transmission lines serving BP-31 from the south and north.

[insert text]

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:

County wide

(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 critical 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 critical 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 critical 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 critical storm event
- No flood water in the driving lanes 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:

**Urban Service Area:** 160 gallons per capita per day for average daily demand.

**Outside the Urban Service Area:** 100 gallons per capita per day.

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

The LOS for sanitary sewer systems shall be as published in the Recommended Standard for Wastewater Facilities as referenced in 62-604.300(5)(g), Florida Administrative Code.

In the design of sewer collection, pumping, treatment, and effluent disposal facilities, appropriate peak factors shall be utilized. This is the adopted 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:

The level of service (LOS) for solid waste is measured in pounds/capita/day as follows:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>LOS</th>
<th>YEAR</th>
<th>LOS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>7.40</td>
<td>2026</td>
<td>7.40</td>
</tr>
<tr>
<td>2021</td>
<td>7.40</td>
<td>2027</td>
<td>7.40</td>
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<td>2022</td>
<td>7.40</td>
<td>2028</td>
<td>7.40</td>
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<td>7.40</td>
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<td>7.40</td>
<td>2030</td>
<td>7.40</td>
</tr>
<tr>
<td>2025</td>
<td>7.40</td>
<td></td>
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</tr>
</tbody>
</table>

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

The LOS acreage standards are measured in acres per 1,000 population:

<table>
<thead>
<tr>
<th>Responsible Government</th>
<th>Type of Park</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Resource Management Area (Recommended)</td>
</tr>
<tr>
<td>City</td>
<td>N/A</td>
</tr>
<tr>
<td>County</td>
<td>N/A</td>
</tr>
<tr>
<td>Fed/State*</td>
<td>20</td>
</tr>
<tr>
<td>Total</td>
<td>20</td>
</tr>
</tbody>
</table>

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

The peak hour roadway level of service for Tallahassee and Leon County is as follows:

<table>
<thead>
<tr>
<th>Functional Classification</th>
<th>Inside Urban Service Area</th>
<th>Outside Urban Service Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interstate, Intrastate, Limited Access Parkways</td>
<td>C</td>
<td>B</td>
</tr>
<tr>
<td>Principal Arterials</td>
<td>D</td>
<td>C</td>
</tr>
<tr>
<td>Minor Arterials</td>
<td>D/E*</td>
<td>C</td>
</tr>
<tr>
<td>Major and Minor Collectors</td>
<td>D/E*</td>
<td>C</td>
</tr>
<tr>
<td>Local Streets</td>
<td>D</td>
<td>D</td>
</tr>
</tbody>
</table>

* 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.

** The LOS for Monroe Street from Gaines Street to Tennessee Street shall be “E”.

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

Urban Service Area: 1% annual increase in system (bus) miles.

Rural: Not applicable.

8.8 The Comprehensive Plan establishes the following performance standards for the Multimodal Transportation District:

| 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 FSU AND SERVICE PROVIDERS

FSU has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the FSU Campus:
9.1 [insert text]

9.2 FSU pays a monthly metered charge to the CITY for the provision of potable water facilities or service to the campus in accordance with the CITY’s adopted schedule of public rates.

9.3 FSU pays a monthly metered charge, based on water consumption, to the CITY for the provision of sanitary sewer facilities or service to the campus in accordance with the CITY’s adopted schedule of public rates.

9.4 Where the CITY’s service is used, FSU pays a monthly charge to the CITY for the collection and disposal of solid waste on the campus.

9.5 FSU has agreed to license up to two acres of property at the Southwest Site to the CITY for the CITY to operate and maintain a neighborhood community garden and playground.

9.6 FSU has an agreement with StarMetro for the provision of "fare-free" public transit facilities and services to the campus. Students, faculty, and staff are able to ride buses on all city routes under the terms of the service agreement.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

10.1 FSU and CITY agree that, with the available capacity at joint regional stormwater facility and the commitment that the stormwater impacts of the development proposed in the adopted FSU Campus Master Plan and in Exhibit “A-1” will be addressed either: (a) on site; (b) payment of the conveyance connection user fee; or (c) through the use of such remote facilities, then said development should not degrade the operating conditions for public stormwater management facilities below the current level of service standard.

10.2 FSU and CITY agree that development proposed in the adopted FSU Campus Master Plan and in Exhibit "A-1" should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the CITY.

10.3 FSU and CITY agree that development proposed in the adopted FSU Campus Master Plan and in Exhibit "A-1" should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the CITY.

10.4 FSU and CITY agree that development proposed in the adopted FSU Campus Master Plan and in Exhibit “A-1” should not degrade the operating conditions for public solid waste facilities below the level of service standards adopted by the CITY.

10.5 FSU and CITY agree that development proposed in the adopted FSU Campus Master Plan and in Exhibit “A-1” 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 FSU and CITY agree that development identified in the adopted FSU Campus Master Plan and in Exhibit "A-1" should not degrade the operating conditions on roadway segments below the level of service standards adopted by the CITY.
11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

With respect to meeting concurrency requirements contained in Subsection 1013.30(13), Florida Statutes, the following are identified and noted:

11.1 [insert text]

11.2 FSU and CITY agree that there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted FSU Campus Master Plan, and to meet the future needs of FSU for the duration of this Agreement. FSU and CITY further agree no potable water improvements need be provided.

11.3 FSU and CITY agree there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted FSU Campus Master Plan, and to meet the future needs of FSU for the duration of this Agreement. FSU and CITY further agree no sanitary sewer improvements need be provided.

11.4 FSU and CITY agree there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted FSU Campus Master Plan, and to meet the future needs of the University for the duration of this Agreement. FSU and CITY further agree no solid waste improvements need be provided.

11.5 FSU and CITY agree there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted FSU Campus Master Plan, and to meet the future needs of FSU for the duration of this Agreement. FSU and CITY further agree no open space and recreation improvements need be provided.

11.6 FSU and CITY further agree there is sufficient roadway capacity to accommodate the impacts of development proposed in the adopted FSU Campus Master Plan, and to meet the future needs of FSU for the duration of this Agreement. FSU and CITY further agree no roadway or public transportation improvements need be provided.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided by FSU to guarantee FSU's fair share of the costs of improvements to public facilities and services necessary to support development identified in the adopted Campus Master Plan and Exhibit "A-1":

12.1 [insert text]

12.2 FSU and CITY agree no potable water improvements need be assured by FSU.

12.3 FSU and CITY agree no sanitary sewer improvements need be assured by FSU.

12.4 FSU and CITY agree no solid waste improvements need be assured by FSU.

12.5 FSU and CITY agree no parks and recreation improvements need be assured by FSU.

12.6 FSU and CITY agree no roadway or transportation improvements need be assured by FSU.
13.0 CONCURRENCY & CAPACITY RESERVATION FOR DEVELOPMENT

13.1 [insert text]

13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in the Civic Center DRI and the Future Land Use Element of the FSU Campus Master Plan, adopted on September 24, 2021, and have been deemed consistent with the CITY’s comprehensive plan.

13.3 The CITY agrees to reserve present and planned capacity of the public facilities and services necessary to support the development identified in this Agreement for its duration. FSU 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-1” and Exhibit “B-2”. The CITY also acknowledges that this shall in no way necessitate the construction of additional capital facility improvements by FSU to meet concurrency requirements and/or to prevent development identified herein from going forward in accordance with its established timetable of development.

13.5 The CITY acknowledges that FSU has fulfilled all concurrency responsibilities with regards to the square footage of development specified herein through previous campus development agreements, whereby FSU provided fair-share payments totaling $25,349,968 for improvement of off-campus facilities and services necessary to address deficiencies caused by campus development for which capacity reserved thereby remains unused by FSU.

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: (i) in conjunction with any amendment to the Campus Master Plan, (ii) in conjunction with the five-year Campus Master Plan update, as required by Subsection 1013.30(3), Florida Statutes, (iii) if either party delays by more than 12 months the construction of a capital improvement identified in this Agreement, or (iv) as otherwise provided in Section 1013.30, Florida Statutes.
15.2 Requests for amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

15.3 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all 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 and capacity reservations 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, as defined in s. 163.3215(2), Florida Statutes, 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 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 FSU or CITY rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30(16), Florida Statutes, has 60 days to hold informal hearings, if necessary, to resolve the dispute.
19.0 MONITORING AND OVERSIGHT

19.1 The CITY may, upon request, review all relevant information concerning development on the FSU 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 FSU may, upon request, review all relevant information concerning development activity by the CITY to verify that improvements for which State University System Concurrency Trust Fund moneys were used to address impacts of university development, have been implemented consistent with the terms and conditions of this Agreement and all prior campus development agreements. FSU may review said activity to determine if there has been demonstrated good faith compliance with the terms of this Agreement and prior campus development agreements.

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.

19.5 CITY shall notify the FSU Facilities Planning Department of all comprehensive plan future land use and zoning map amendments as well as all Type A, B and C and site plan and development reviews adjacent to the boundaries of the FSU campus as defined in the adopted campus master plan. CITY will notify FSU by emailing the agenda items for Type A and DRC meetings as well as zoning and comprehensive plan amendments to fac-planning@fsu.edu. A copy of all such requests shall be provided by CITY to the Facilities Planning Department in advance of any CITY review or approval of an item noticed.

19.6 [insert text]

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 TRANSMITTAL OF THIS AGREEMENT

A copy of this Agreement shall be forwarded to the state land planning agency by FSU within 14 days after the date of execution.

22.0 NOTICES

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

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

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

The Florida State University Board of Trustees
Vice President for Finance and Administration
222 South Copeland Street, Suite 214 Westcott Building
Tallahassee, Florida 32306-1400

With a copy to:

The Office of the General Counsel
222 S. Copeland Street, Suite 424 Westcott Building
Tallahassee, Florida 32306-1400

The Address of the CITY shall be:

City Manager
City Hall
300 South Adams Street
Tallahassee, Florida 32301

With a copy to:

City Attorney
City of Tallahassee
300 South Adams St., Box A-5
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-1" --- Development Authorized by The Agreement
Exhibit “A-2” --- Civic Center DRI Approval
Exhibit “A-3” --- Civic Center DRI
Exhibit "B-1" --- Geographic Area Covered by The Agreement
   Tallahassee Campus – Main Site
Exhibit “B-2” --- Geographic Area Covered by The Agreement
   Tallahassee Campus – Southwest Site
Exhibit “C” --- FSU RSF Drainage Area
IN WITNESS THEREOF, the parties have set their hands and seals to this Campus Development Agreement on the day and year indicated.

On the 1st day of November 2022, The Florida State University Board of Trustees, at a regularly scheduled and noticed public meeting, APPROVED this Campus Development Agreement and authorized its execution by the President of The Florida State University or his designee.

THE FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

By: ____________________________
    Richard D. McCullough
    As its President

Date: ____________________________

STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me by means of physical presence, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Richard D. McCullough, as President of The Florida State University, 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__________, 2022.

NOTARY PUBLIC

(Seal)

My Commission Expires: ________________

REVIEWED BY:
Office of the General Counsel

______________________________
Dustin N. Dailey
Associate General Counsel
APPROVED by the City Commission this 7th day of December, 2022.

CITY OF TALLAHASSEE

By: John E. Dailey
Its: Mayor

ATTEST: APPROVED AS TO FORM:

James O. Cooke IV Cassandra K. Jackson
City Treasurer-Clerk City Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me, by_______________________,
as__________________________, by means of □ physical presence or
□ online notarization, this____day of______________________, 2022.

□ Personally Known or □ Produced Identification:
Type of Identification Produced ________________________________

NOTARY PUBLIC
(Seal)
EXHIBIT “A-1”

DEVELOPMENT AUTHORIZED BY THIS AGREEMENT FOR WHICH
CAPACITY IS RESERVED
### EXHIBIT A
#### 2022 DEVELOPMENT AGREEMENT SPACE ALLOCATION
#### FOR WHICH CAPACITY IS RESERVED

<table>
<thead>
<tr>
<th>SPACE TYPE</th>
<th>UNIT TYPE</th>
<th>2011 AGRMT BREAKDOWN OF SPACE BY SITE</th>
<th>REALLOCATION OF 2011 SPACE BY SITE</th>
<th>INCORPORATION OF TUCKER CIVIC CENTER 1</th>
<th>2022 AGRMT BREAKDOWN OF SPACE BY SITE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>MAIN</td>
<td>SW</td>
<td>MAIN</td>
<td>SW</td>
</tr>
<tr>
<td>Classroom</td>
<td>NASF</td>
<td>567,217</td>
<td>49,876</td>
<td>43,718</td>
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<td>639,706</td>
<td>109,488</td>
<td>39,606</td>
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<tr>
<td>Research Labs</td>
<td>NASF</td>
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<td>448,698</td>
<td>5,273</td>
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<td>Study</td>
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<td>17,008</td>
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<td>73,477</td>
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<td>Instructional Media</td>
<td>NASF</td>
<td>23,272</td>
<td>18,732</td>
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<td>3,590</td>
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<td>Auditorium/Exhibition</td>
<td>NASF</td>
<td>236,804</td>
<td>6,339</td>
<td>0</td>
<td>0</td>
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<td>Student Acad. Support</td>
<td>NASF</td>
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<td>Campus Support</td>
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<td>66,173</td>
<td>(72,697)</td>
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<td>Other Assignable</td>
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<tr>
<td><strong>Total Building / Space Area</strong></td>
<td>NASF</td>
<td>5,805,845</td>
<td>1,196,617</td>
<td>293,000</td>
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<tr>
<td><strong>Total Parking 2</strong></td>
<td>Spaces</td>
<td>17,203</td>
<td>4,452</td>
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<tr>
<td>Housing</td>
<td>Beds</td>
<td>7,062</td>
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<tr>
<td>Students</td>
<td>Headcount</td>
<td>42,450</td>
<td>n/a</td>
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<td>n/a</td>
</tr>
</tbody>
</table>

1. Incorporation of Tucker Civic Center Developmental Regional Impact into Campus Development Agreement - 2021.
2. Parking space count since 2011 Agreement increased by 474 and 1072 as properties were acquired bringing the new total to 18,749.
EXHIBIT “A-2”
Civic Center DRI Approval

Traffic concurrency is reserved for the following unbuilt and built uses:

**Unbuilt:**
- a) 2 restaurants containing 410 seats
- b) Hotel 332 rooms with ancillary facilities including:
  - Bar/lounge containing 65 seats
  - Meeting space 13,516 sq. ft.
  - Indoor pool and spa and exercise room
  - Administrative offices and other ancillary facilities
- c) 47 luxury residential units (for sale or lease), up to 5 floors in height
- d) Structured parking garage - 3 levels w 629 spaces and surface parking not to exceed 443 spaces for a total of 1,072 spaces

**Built:**
- e) Existing arena including luxury boxes, club seats, kitchen and restaurant, offices, and other ancillary facilities, with total seats not to exceed 14,000 seats

**Conversion of Approval**

The unbuilt approvals listed in a), b), and c) represent 425 total unadjusted PM peak hour trips based on ITE Trip Generation, 10th Edition. These approvals may be converted to 293,500 square feet of university academic, support, or other assignable space to balance the approved 425 total unadjusted PM peak hour trips. Conversions to other uses or intensities may be accomplished by preparing trip generation tables for the approvals listed in a), b), and c) as well as for the desired uses/intensities, and documenting that the conversion causes no increase in total unadjusted PM peak hour trips.

**Traffic Mitigation**

The following on-going measures mitigate the traffic concurrency impacts for the above listed development:

- a) Flexible Working Schedules for all Employees
- b) Employee Bus Pass Program (subsidized)
- c) Preferential Parking for Carpoools and Vanpools
- d) Bicycle and Pedestrian Facilities
- e) Enhanced Bus/Trolley Access

**Stormwater Mitigation**

The applicant shall demonstrate at the time of environmental permitting that adequate capacity in the Florida State University/City of Tallahassee Regional Stormwater Management Facility located on Lake Bradford Road exists to comply with the stormwater management requirements applicable to the Civic Center (for attenuation and treatment) or the applicant shall construct an [or use an existing] on-site stormwater management facility. Section III.18. of the Amended Development Order sets forth the
If the applicant chooses to comply with the stormwater management requirements by using the regional stormwater management facility, the applicant shall demonstrate at the time of environmental permitting that there is adequate capacity in the conveyance system connecting the Civic Center site to the Florida State University/City of Tallahassee Regional Stormwater Management Facility. Compliance with this condition shall be determined by the City of Tallahassee Growth Management Department, in conjunction with the City of Tallahassee Stormwater Management Division.

III.18. Redevelopment projects on the Civic Center site shall be permitted in compliance with Section 3.2 entitled "Redevelopment" of the Tallahassee Environmental Management Ordinance. In addition to the redevelopment standards of the Environmental Management Ordinance, redevelopment projects shall provide water quality treatment for the first half-inch of runoff for the disturbed area. [in lieu of complying with the Environmental Management Ordinance, FSU may comply with required federal, state, and regional permitting requirements pertinent to campus development]
EXHIBIT “B-2”
EXHIBIT “C”
FSU RSF DRAINAGE AREA

to be provided