

## MEMORANDUM

**TO:** MAYOR AND CITY COMMISSION

**FROM:** CITY ATTORNEY'S OFFICE

**DATE:** June 5, 2017

**RE:** **Amended Campus Development Agreement with Florida Polytechnic University**

Attached for your consideration is an Amended and Restated Campus Development Agreement (CDA), as required by State law, between the City of Lakeland and Florida Polytechnic University (FPU.) Florida Polytechnic University is located near the southwest intersection of Interstate 4 and the eastern terminus of the Polk Parkway. The original CDA was entered into in 2007 with the University of South Florida (USF), which later became USF Polytechnic (USFP). USFP was converted legislatively to Florida Polytechnic University in 2012.

The primary purpose of campus development agreements is to address the services a local jurisdiction will provide to the campus, any funds owed to the locality for concurrency and the total maximum size of the campus in terms of physical building space. A CDA is typically drafted subsequent to the 10-year update of the Campus Master Plan (CMP) for the university. FPU's Board of Trustees approved the 2015-2025 update to their Campus Master Plan in September of 2016. Pursuant to Florida Statutes, the CMP was reviewed by City staff for consistency with the Comprehensive Plan.

Since public universities in the state are exempt from local permitting, the CMP and CDA are typically the only written compacts between the university and local jurisdiction. The following are the key provisions addressed by the updated FPU Campus Development Agreement:

- The CDA has been updated to replace all former names of the University (i.e., Lakeland Polytechnic, USFP and USF) with Florida Polytechnic University;
- The Agreement applies to all lands owned by the University, as did the original (both the primary campus (Parcel 1) and off campus lands located to the southwest donated by the Williams Acquisition and Holding Company (Parcel 2));
- Recognizes the City's Recreation and Conservation future land use designation assigned to Parcel 2);

- Includes a provision to provide notice to the City of Lakeland within 30 days of the University acquiring any real property to be used for the campus or related capital improvements and requires an update to the CMP and CDA prior to using the acquired lands for campus or capital projects);
- Provides for the development of a total of 475,000 square feet of academic and support facilities, with up to 1,010 dormitory beds and parking of approximately 1,600 spaces (which may include a future parking garage). The campus size has shrunk by about 150,000 square feet from the initial 2007 version of the CDA.
- Restates the original amount of potable water and wastewater service the City will provide for campus build out (250,000 and 240,000 gpd, respectively), and assigns any transmission line extension costs to FPU;
- The University agrees to participate in cost sharing for an emergency potable water intertie line between Lakeland and the City of Auburndale;
- Assures stormwater management is sufficient to address campus buildout;
- The Agreement continues to recognize that approximately \$5.1 million was paid by the State Concurrency Trust Fund to address the transportation impacts of the University on the road system. The City has already used or committed a majority of those funds towards capital improvements, primarily related to SR 33;
- While the University is vested for transportation concurrency purposes, it agrees to annually share information about multi-modal/alternative transportation services (such as ride sharing) for meeting student and employee demand, and to coordinate with the City, transit providers and adjacent land owners regarding the location of any future transit transfer center;
- The duration of the CDA is through 2026.

FPU's Board of Trustees is scheduled to vote on the CDA at their meeting on June 8, 2017. It is recommended that the City Commission approve the attached Amended and Restated Campus Development Agreement with Florida Polytechnic University and authorize the appropriate City officials to execute the Agreement.

PCD  
Attachment

**2017 AMENDED AND RESTATED  
CAMPUS DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF LAKE LAND AND  
THE FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES**

THIS 2017 AMENDED AND RESTATED CAMPUS DEVELOPMENT AGREEMENT (“**2017 Campus Development Agreement**” or “**Agreement**”) is made and entered into by and between the CITY OF LAKE LAND (hereinafter referred to as the “**City**”), a municipal corporation of the State of Florida, and the FLORIDA POLYTECHNIC UNIVERSITY BOARD OF TRUSTEES, (hereinafter referred to as the “**University**”), a public body corporate of the State of Florida, acting for and on behalf of the Florida Polytechnic University, whom are individually referred to as a “**Party**,” and collectively referred to as the “**Parties**”, and said Parties hereby agree to this 2017 Campus Development Agreement under the terms and conditions set forth herein.

**WITNESSETH:**

**WHEREAS**, the City and the University of South Florida, as predecessor in interest to the University, entered into that certain Campus Development Agreement, dated December 21, 2007 (“**Initial Campus Development Agreement**”), in conjunction with the 2005-2015 campus master plan for the University of South Florida Polytechnic campus that was adopted, on or about March 7, 2007, in compliance with the requirements set forth in Subsections 1013.30 (3) - (6), Florida Statutes (the “**Initial Campus Master Plan**”); and

**WHEREAS**, the City and Florida Polytechnic University, as a successor in interest to the University of South Florida regarding the University, entered into that certain First Amendment to Campus Development Agreement dated December 22, 2015, that acknowledged that Florida Polytechnic University was the successor in interest to the University of South Florida and extended the term of the Campus Development Agreement until July 3, 2017 (the “**Updated Campus Master Plan**,” which, along with the Initial Campus Master Plan, may be referred to as the “**Campus Master Plan**”); and

**WHEREAS**, the Initial Campus Master Plan, and the Approved Development Schedule attached as Exhibit “B” to the Initial Campus Development Agreement (defined below), authorized, and vested for concurrency, greater uses, densities and intensities than those reflected in the Update Campus Master Plan and the Approved Development Schedule attached hereto and incorporated herein by reference; and

**WHEREAS**, it is the intent of the City and the University that the University develop the University Campus pursuant to the Updated Campus Master Plan and the Approved Development Schedule attached hereto and incorporated herein by reference but that the University be vested for the uses, densities and intensities reflected in the Initial Campus Master Plan, and the Approved Development Schedule attached as Exhibit “B” to the Initial Campus Development Agreement given that the University paid for all impacts to the development authorized in the Initial Campus Master Plan and in the Approved Development Schedule attached as Exhibit “B” to the Initial Campus Development Agreement, provided that the University would have to amend the Campus Master Plan and the Campus Development Agreement to authorize any development in excess of that authorized in the Updated Campus Master Plan and herein; and

**WHEREAS**, the University is considered to be a vital public facility that provides educational benefits of statewide and national importance, and that further provides substantial educational, economic, and cultural benefits to the City; and

**WHEREAS**, in recognition of this unique relationship between campuses of the State University System and the local governments in which they are located, the Florida Legislature has established special provisions for campus planning and concurrency in Section 1013.30, Florida Statutes, which supersede the requirements of Part II of Chapter 163, Florida Statutes, except when stated otherwise; and

**WHEREAS**, the 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 transportation, wastewater, solid waste, drainage/stormwater management, potable water, and parks and recreation; and

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

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

**WHEREAS**, the campus development agreement shall identify the “fair share” of the cost of improvements to facilities or services which are necessary to eliminate these deficiencies; and

**WHEREAS**, the “fair share” costs of improvements to be funded by the University of South Florida was determined in conjunction with the adoption of the initial Campus Development Agreement and were, subject to the availability of funds in the University Concurrency Trust Fund or other appropriation by the Florida Legislature for such purposes, funded; and

**WHEREAS**, Florida Polytechnic University became the successor in interest in the Lakeland Polytechnic campus as a result of State of Florida legislative action adopted in 2012 pursuant to Chapter 2012-129, Laws of Florida, and reflected in the adoption of Section 1004.345, Florida Statutes; and

**WHEREAS**, all references to the Lakeland Polytechnic University in this 2017 Campus Development Agreement shall now be referenced as Florida Polytechnic University; and

**WHEREAS**, on or about September 7, 2016, the Florida Polytechnic University Board of Trustees adopted Florida Polytechnic University’s 2015-2025 Updated Campus Master Plan (hereafter, the “**Campus Master Plan**”); and

**WHEREAS**, Florida Polytechnic University and the City are required to enter into an amended and updated Campus Development Agreement to reflect the adoption of the Campus Master Plan; and

**WHEREAS**, all of the City’s financial obligations hereunder are subject to availability of funds in the City’s Annual Budget or other appropriation by the City Commission for such purposes; and

**WHEREAS**, all of the University’s financial obligations hereunder are subject to availability of funds in the State of Florida Legislative budget for Florida Polytechnic University or other appropriation by the State of Florida Legislature for such purposes.

**NOW THEREFORE**, in consideration of the covenants contained herein and the performance thereof, the Parties do hereby agree as follows:

**1.0 RECITATIONS**

The foregoing recitals are true and correct and are incorporated herein by reference.

**2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT**

- 2.1 The term “Administration Commission” means the Governor and the Cabinet.
- 2.2 The term “affected person” means a host local government; an affected local government; any state, regional or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government,
- 2.3 The term “aggrieved or adversely affected person” means any person or local government Which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.
- 2.4 The term “campus master plan” means a plan that meets the requirements of Subsections 1013.30(3)-(6), Florida Statutes.
- 2.5 The term “comprehensive plan” means a plan that meets the requirements of Section 163.3177 and Section 163.3178, Florida Statutes.
- 2.6 The term “concurrency” means that public facilities and services needed to support campus development are available when the impacts of such development occur.
- 2.7 The term “Context Area” means the boundaries of the Florida Polytechnic University Campus, and its impact area, as referenced in the Campus Master Plan. The Context Area has been identified and described on the map attached hereto as **Exhibit “A”** and incorporated herein by reference at Section 22 of this Agreement.
- 2.8 The term “development” means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three (3) or more parcels.
- 2.9 The term “development order” means any order granting, denying, or granting with conditions an application for a development permit.

- 2.10 The term “development permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exemption, variance, or any other official action of local government having the effect of permitting the development of land.
- 2.11 The term “force majeure” means acts of God, earthquakes, blizzards, tornados, hurricanes, fire, flood, sinkhole, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, compliance with any court order, ruling, or injunction.
- 2.12 The term “Land Donation Agreement” means the written agreement entitled the “Amended and Restated Agreement for Donation of Land” agreed to and fully executed by and between the University and the Williams Acquisition Holding Company, Inc., a New Jersey corporation (hereinafter the “Williams Company”), effective March 1, 2007, as amended by that certain First Amendment to Amended and Restated Agreement for Donation of Land dated May 23, 2008, as further amended by that Second Amendment to Amended and Restated Agreement for Donation of Land dated June 20, 2012, in which the Williams Company consented to the assignment of the Land Donation Agreement to Florida Polytechnic University. A true and correct copy of the Land Donation Agreement, and the amendments, were delivered to the City.
- 2.13 The term “public facilities and services” means potable water, wastewater, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities and services.
- 2.14 The term “state land planning agency” means the State of Florida Department of Economic Opportunity.
- 2.15 The term “structure” means anything constructed or erected which requires location on the ground or attachment to something having a fixed location on the ground, including but not limited to, principal and accessory buildings and surface and structured parking. For the purpose of this Agreement, sidewalks, landscape features, and other similar facilities shall not be considered to be structures.
- 2.16 The term “**University Campus**” means the Florida Polytechnic University campus, the geographical location of which is generally at the southwest corner of the interchange for Interstate 4 and the Polk Parkway, as identified within the Context Area Map attached hereto as **Exhibit “A”**. Both parcels owned by Florida Polytechnic University shall be referred to as the “**University Property**” and shall be subject to and benefit from the provisions of this Campus Development Agreement. Specifically, the separate parcels of the University Property may be individually identified as follows:

- “**Parcel 1**” - Parcel Identification Number 252707000000014010
- “**Parcel 2**” - Parcel Identification Number 242713000000012010

**3.0 INTENT AND PURPOSE**

- 3.1.1 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 identify impacts to potable water, wastewater, solid waste, stormwater management, parks and recreation, roads, and public transportation facilities and services and determine which

such facilities and services are available for new development and consistent with the level of service standards for these facilities as adopted in the City's comprehensive plan.

- 3.1.2 This Agreement is intended to address concurrency implementation and the mitigation of proposed campus development reasonably expected over the term of this Agreement on public facilities and services, including roads, wastewater, solid waste, stormwater management, potable water, parks and recreation and transportation facilities (as reflected in the Initial Campus Master Plan and the Approved Development Schedule attached as Exhibit "B" to the Initial Campus Development Agreement). The current extent of development associated with the impacts and mitigation, including by phase and total square footage, are those laid out in the Campus Master Plan summarized in **Exhibit "B"** ("**Approved Development Schedule**").
- 3.3 This Agreement is not intended to alter or limit the land uses, densities, intensities or site development, or environmental management standards to be applied to campus development.

#### **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 for the benefit of the University Campus 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 and conditions without the consent or approval of any third parties. Further, the City represents that this Agreement has been duly authorized by the City and constitutes a valid, binding and enforceable contract of the City having been previously approved by a resolution adopted by the City and has been the subject of one or more duly noticed public hearings as required by Section 1013.30, Florida Statutes; applies to all requirements of law applicable to the City; and does not violate any other Agreement to which the City is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the City is subject.
- 4.4 State and regional environmental program requirements shall remain applicable, as provided and as limited in Section 1013.30, Florida Statutes.
- 4.5 Except as specifically referenced herein, no development permits, development orders, or development approvals shall be required by the City for construction projects subject to this Agreement, provided the proposed campus development is consistent with the Campus Master Plan and this 2017 Campus Development Agreement. The University does and shall continue to coordinate with the City's emergency response services with respect to any new building on the University Property to coordinate addresses and to provide additional information necessary for emergency response purposes. Additionally, the University acknowledges the City's future land use designation for Parcel 2 consists of Recreation (western portion of Parcel 2) and Conservation (eastern portion of Parcel 2) and hereby agrees that any proposed building or development on Parcel 2 will be compatible with those land use designations unless the University seeks a future land use map change through normal procedures for the same.

- 4.6 The University shall not construct, or allow to be constructed, any Billboards or Off-Premises Signs (as each are defined in the City of Lakeland Land Development Code as of the effective date of this Agreement) on the University Property, but is entitled to construct, or allow to be constructed, an On-Premises Sign or any other sign allowed under the City's Land Development Code.
- 4.7 In the event that all or a portion of a project identified in the Campus Master Plan should be destroyed by a fire, storm, or other force majeure, the Parties agree that the University, its grantees, successors and assigns, shall have the right to rebuild, alter and/or repair the structures and the performance of any obligations in this Agreement directly attributable thereto shall be automatically extended during such rebuilding, alteration and/or repairing so long as there is strict compliance with this Agreement and the campus development described in the Campus Master Plan. This provision and its extended timeframes shall apply only to that individual project or portion of that project destroyed.
- 4.8 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement, unless specifically stated as otherwise herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.9 Upon execution of this Agreement, all campus development that is generally described in the Campus Master Plan may proceed without further review by the City so long as it is consistent with the terms of this 2017 Campus Development Agreement and the Campus Master Plan. The University hereby ensures the City that all construction of utilities by the University connected to or dependent upon the City's systems that will subsequently be owned, operated, or maintained by the City and either located on-site, or connected off-site, shall at minimum meet all of the same standards for construction as those the City normally requires for these same systems, which were in effect as of the effective date of this Agreement, as amended. For those utility systems that will be owned, operated, and maintained by the University and isolated from the City's systems as appropriate, the University ensures the City that these utility systems will meet all applicable state and federal regulations. Systems herein refer to any facility component of the following; wastewater, potable water and stormwater. The City hereby offers to provide timely review of any construction plans for such systems, should the University wish to coordinate those efforts.
- 4.10 If any part of this Agreement is contrary to, prohibited by or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect in accordance with the provisions of Section 1013.30(3) – (6), Florida Statutes.
- 4.11 In the event any campus development by the University is proposed beyond the boundaries of the University Campus, as defined in this Agreement and within the Context Area identified in Exhibit "A", such proposed campus development shall be subject to full concurrency and site review by the City. The University shall be required to mitigate any impacts of such proposed campus development beyond the Context Area.

- 4.12 The City shall notify the University of any development proposals within the City’s jurisdictional limits which are located within one (1) mile from the University Property (the “City Notification Area”) as reflected in the attached **Exhibit “C.”**
- 4.13 It shall be expressly clear and understood that the principles to guide the use, location and timing of development identified in Exhibit “B” shall be those established in the Campus Master Plan and not in this 2017 Campus Development Agreement. Should the total square footage for each phase of the University development, as established in the Campus Master Plan and this 2017 Campus Development Agreement, not be available due to funding limitations, the balance may be built at a later time under this Agreement.
- 4.14 The University shall provide notice to the City within thirty (30) days after the acquisition of any real property other than the University Property that the University intends to utilize for capital improvements or other campus use. Any such acquisition shall require an update to the Campus Master Plan and this Campus Development Agreement as a condition precedent to utilizing such property for capital improvements or other campus use.

## **5.0 DURATION OF AGREEMENT**

This Agreement shall become effective upon execution by the parties and shall remain in effect through December 31, 2026. This Agreement may be extended by the mutual consent of the Parties, as provided at Section 14.0 of this Agreement, since it is not anticipated that campus development, as proposed and identified in Exhibit “B”, will be exceeded prior to that date. The Campus Master Plan will be updated in 2026 for the ten (10) years following that date to address proposed campus development and impacts of campus development on public facilities and services. The University shall provide a draft of any updated Campus Development Agreement to the City no later than six months prior to the 2026 expiration date, and shall strive to provide the draft to the City as early as possible before such expiration date.

## **6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT**

The real property and geographical area subject to this Agreement is the University Property that is also identified in Figure 1.3 (Future Land Use Map) of Appendix 1 of the Campus Master Plan and on the Context Area identified in the map attached hereto as Exhibit “A”.

## **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 Storm Water Management. Storm water management is available to the University through systems owned by the University and those owned by Williams Company, or its successors and assigns, that are located adjacent to and near the University Campus. It has been determined that adequate stormwater facilities will be available for the proposed campus development.

7.1.1 Any and all stormwater discharge from the University Campus will be provided by the Williams Company, and the necessary easements have been granted in favor of Florida Polytechnic University, as successor in interest to the University of South Florida, in accordance with the provisions of the Cross Easement Agreement by and between the University of South Florida Board of Trustees and the Williams Company recorded in in

Official Records Book 8640, Page 1485, public records of Polk County, Florida, as may be hereafter amended, and the Drainage Easement Agreement by and between the same parties recorded in Official Records Book 7943, Page 1295, public records of Polk County, Florida, as may be hereafter amended, each of which was entered into pursuant to the provisions of the Land Donation Agreement. The obligations of the Williams Company in the Cross Easement Agreement and the Drainage Easement specifically bind the successor owners of the Williams Company property.

7.1.2 The University will utilize the stormwater standards of the City of Lakeland, Southwest Florida Water Management District and those set forth in the Campus Master Plan.

7.1.4 The University shall mitigate stormwater generated within the Context Area and minimize stormwater-borne pollutants through the implementation of a system of “Best Management Practices” more particularly described in the Campus Master Plan.

7.2 Potable Water. Based upon University’s estimated build out demand of 250,000 gallons per day (“gpd”)(as otherwise outlined in the Initial Campus Master Plan and at Exhibit “B” to the Initial Campus Development Agreement), it has been determined that adequate potable water is available for the proposed campus development and the University is vested for such potable water capacity for the build-out of the University Campus pursuant to the Approved Development Schedule in the Initial Campus Development Agreement. In order to supply potable water to the University Campus, the City has provided a point of connection for its potable water lines within the Williams Company’s property, which abuts the University Campus, and constructed adequate line extensions from the City’s potable water line point of terminus within the Williams Company’s property onto the University Campus. The University owns and operates all on-site potable water systems extending from the City of Lakeland’s potable water line and back flow preventer on the University Campus to the University’s internal system (the University’s side of the system).

7.2.1 The potable water system is connected to the City’s Water Utility system by master meter. The University may install sub-metering meters located in various points around the University Campus. For the University’s use of potable water, the City shall invoice the University in one consolidated bill through the City’s master billing system.

7.2.2 The potable water distribution system shall also provide fire protection, as provided in the Campus Master Plan.

7.2.3 The University agrees to a recommendation offered by the City, to prohibit the use of potable water for irrigation purposes and will seek to do so except in the event of an emergency. Therefore, the University will establish wells, re-use stormwater, reuse effluent wastewater, if available, or utilize some other alternative in providing landscape irrigation for the University Campus. The University has entered into an agreement with the City of Auburndale regarding the provision of reclaimed water to the University Campus for irrigation and other non-potable water purposes.

7.2.4 The University agrees to prepare and promote a water conservation program using, among other techniques, xeric landscaping techniques, sub-metering water usage, utilizing rain sensitive irrigation systems as described in the Campus Master Plan.

7.2.5 The water distribution system shall be designed to segregate waters intended for potable use and waters intended for irrigation purposes.

7.2.6 The University has agreed, but was not required, to participate with the City of Lakeland on a redundant, emergency water line extension and interconnection (“Redundant Water Line Interconnection”) with the City of Auburndale’s potable water system to improve the reliability and safety of the supply of potable water to the University Campus, provided that it is acknowledged that the University has 250,000 GPD in vested potable water capacity for the University Campus (the “Vested Potable Water Capacity”), that the Redundant Water Line Interconnection is not a potable water capacity project and that the University is not required to participate, with respect to any of the University Property, in future potable water capacity improvement projects as long the University does not exceed its Vested Potable Water Capacity, provided that the University will be responsible for the costs of any line extensions that may be necessary to provide potable water service to a University facility on Parcel 2.

7.3 Wastewater. It has been determined that adequate wastewater treatment and wastewater services are available for the proposed campus development as provided in the Campus Master Plan and that the University has 240,000 GPD in vested wastewater capacity for such wastewater treatment and wastewater services for the build-out on any of the University Property, pursuant to the Approved Development Schedule in the Initial Campus Development Agreement, provided that the University will be responsible for the costs of any line extensions that may be necessary to provide wastewater service to a University facility on Parcel 2. In order to supply wastewater treatment and wastewater services to the University Campus, the University constructed an adequate line extension from the City’s wastewater force main point of terminus within the Williams Company’s property onto the University Campus. The University connected to the line extension with a wastewater lift station. The University owns and operates the University Campus wastewater lift station and all on-site wastewater systems extending from the City of Lakeland’s force main (the University’s side of the wastewater system). Properties owned by the University that are not contiguous to the primary campus may require participation in future wastewater capacity or extension projects.

7.3.1 For billing purposes, of the City’s wastewater treatment and wastewater services, the University will utilize a flow meter for measuring service.

7.3.2 The University will coordinate with the City to maintain a reliable, effective collection and transmission system for all wastewater generated by the University Campus and to do so in an environmentally safe manner, as prescribed in the Campus Master Plan.

7.4 Solid Waste. It has been determined that adequate solid waste collection and disposal services are available to the University Property. Solid waste collection and disposal services to the University Property will be provided by the City or a private service provider in accordance with a determination by the University regarding which provider best addresses the needs of the University.

7.4.1 Solid waste shall be collected and transported to the Polk County Landfill or other appropriate designated solid waste collection site by the City or private provider.

7.4.2 Solid waste collection and disposal services shall be made available to the University Campus under a separate agreement with the City or private provider. The University shall notify the City Solid Waste Division anytime the University makes an open market request for proposals for solid waste service contracts. In the event that the City Solid Waste Division provides all of the solid waste collection and disposal services that are required by the University and provides reasonably comparable prices to those offered by private vendors, the

University shall, at the conclusion of any then-existing solid waste service contract with a private provider, and as long as such services are provided at reasonably comparable prices to those offered by private vendors, consider the City’s Solid Waste Division for solid waste collection and disposal services.

7.4.3 The University shall establish procedures to reduce the volume of solid waste generated on the University Campus and encourage recycling and reuse programs, as provided in the Campus Master Plan. Various recycling services may be available and provided by the City or private provider to the University Lakeland Campus depending upon the type, nature, and demand of the collection services required. The City and the University further agree that any future recycling services at the University Campus between the City’s Solid Waste Department, or a private provider, and the University shall be provided under a separate agreement.

7.4.4 The University has agreed that it shall meet state and federal regulations in the collection and transportation of its hazardous wastes and materials, as provided in the Campus Master Plan. The City will not be providing this service.

7.4.5 To the extent that the University establishes solid waste facilities on the University Campus, the University agrees that those facilities would meet and be compliant with the City’s minimum standards, which were in effect as of the effective date of this Agreement, as amended.

7.5 Parks and Recreation. The University Campus will provide its own active recreational facilities and programs. The University will continue to provide recreational facilities to support its existing and future needs. The location and characteristics of these areas have been documented in the Conservation, Future Land Use, and Recreational and Open Space elements of Campus Master Plan. The City and University further agree that any future joint use or development of park and recreational facilities and programs at the University Campus between the City’s Parks and Recreation Department and the University shall be provided under a separate agreement.

7.6 Transportation.

7.6.1 Pedestrian and Non-Vehicular Circulation. A goal identified in the Campus Master Plan is to accommodate pedestrian and non-vehicular circulation, as well as “open spaces” to strengthen the functional and aesthetic nature of pedestrian movement on the University Campus. To the extent possible, the University shall coordinate with the City in the systematic implementation and integration of on-campus pedestrian and bicycle facilities to ensure continuity of such facilities with the City’s system of pedestrian / bicycle facilities.

7.6.2 Roads and Vehicular Circulation. The on-campus roadways have not been functionally classified by the University. Off-campus access to the University Campus is achieved via the University Boulevard and Research Way.

7.6.2.1 A complete list of road segments within the context area, their functional classification and level of service standards, are provided herein:

Road	Adopted LOS	Classification
1. SR 570 (Polk Pkwy)	C	Principal Arterial
2. SR 659 (Combee Rd)	D	Minor Arterial

3.	Interstate 4	C	Principal Arterial
4.	SR 33 (Commonwealth Blvd)	E	Minor Arterial
5.	CR 546 (Saddle Creek Road)	D	Minor Arterial

**8.0 LEVEL OF SERVICE STANDARDS ESTABLISHED BY THE CITY**

The City has established and adopted as part of its comprehensive plan the following level of service standards for public facilities and services:

- 8.1 Storm Water Management. The City has established level of service standards for stormwater management to ensure that the volume, rate, timing and pollutant load which exists after development or redevelopment of a site are similar to or better than drainage characteristics which existed prior to development. Storm water facilities should be able to accommodate the largest amount of rainfall that can be expected during any 25-year frequency, 24-hour duration storm event. (See the City’s Comprehensive Plan, Infrastructure Element, Policy 4.2D).
- 8.2 Potable Water. The City’s level of standard for potable water is to provide average daily flow of 150 gallons per capita per day (or “gpcd”). Its minimum flow pressures are also set for 20 pounds per square inch (or “psi”) for fire flow events and 30 psi for peak demand periods. (See the City’s Comprehensive Plan, Infrastructure Element, Policy 1.3).
- 8.3 Wastewater. The City’s level of service standard for wastewater collection and treatment is 128 gpcd. These standards are in compliance with all standards of the U.S. Environmental Protection Agency and Florida Department of Environmental Protection. (See the City’s Comprehensive Plan, Infrastructure Element, Policy 2.1G).
- 8.4 Solid Waste. The City’s level of service standard for solid waste collection is 5.4 pounds per capita per day. (See the City’s Comprehensive Plan, Infrastructure Element, Policy 3.1D).
- 8.5 Parks and Recreation. The City’s adopted level of service standards for the provision of recreation sites and facilities including a minimum 5.98 acres of park/open space (scenic, neighborhood and community parks) per 1,000 population with 50% of this acreage in active facilities, one community park/25,000 population and one neighborhood park/6,500 population and a minimum of one (1) recreation complex per 30,000 population. (See the City’s Comprehensive Plan, Recreation and Open Space Element, Policy 1A).
- 8.6 Public Transportation.
  - 8.6.1 Pedestrian and Non-Vehicular Circulation. The City has no established level of service standards for pedestrian and non-vehicular circulation. However, the City engineering standards include a typical section for new roads with sidewalks and bike lanes and city regulations address access management and site circulation. The City will work with the Polk Transportation Planning Organization and Florida Department of Transportation to identify locations where sidewalks and bicycle lanes should be included on State and County highway improvements with the City. (See the City’s Comprehensive Plan, Transportation Element, Policy 5C).

8.6.2 Roads and Vehicular Circulation. The City has established level of service standards for roadways within the City's jurisdiction. The level of service by segment is listed in the Campus Master Plan Supporting Inventory and Analysis Report, dated August 2006, Table 11.2.

## **9.0 FINANCIAL ARRANGEMENTS BETWEEN THE UNIVERSITY AND SERVICE PROVIDERS**

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

- 9.1 Storm Water Management. There are no financial arrangements between the University and the City or any other entity for the provision of stormwater management facilities or services to the University Campus as the University has designed, permitted and constructed, in conjunction with the Williams Company, the necessary stormwater management system, including, without limitation, stormwater attenuation ponds and stormwater conveyance system in accordance with the regulations of and a permit from the Southwest Florida Water Management District. The stormwater management system is sufficient to address the stormwater management needs for the Approved Development Schedule, as reflected in the Updated Campus Master Plan, because the amount of impervious surface for the updated Approved Development Schedule is the same or smaller than that of the previously approved development schedule in the Initial Campus Master Plan. The University continues to update and modify its SWFWMD permit as it constructs capital improvements on the University Property.
- 9.2 Potable Water. The University will pay the current base charge plus a rate per 1000 gallons for the provision of potable water facilities or service to the University Campus. This charge, as may be adjusted from time to time, is payable to the City.
- 9.3 Wastewater. The University will pay the current base charge plus a rate per 1000 gallons for the provision of wastewater facilities or service to the University Campus. This charge, as may be adjusted from time to time, is payable to the City.
- 9.4 Solid Waste. The University will pay the prevailing rate per unit of measurement for solid waste collected from the University Campus and delivered to disposal facilities.
- 9.5 Parks and Recreation. There are currently no financial arrangements between the University and the City or any other entity for the provision of parks and recreation facilities or services to the University Campus as the University has provided parks and recreation facilities and services on campus for its student population.
- 9.6 Public Transportation.
- 9.6.1 Pedestrian and Non-Circulation. There are currently no financial arrangements between the University and the City or any other entity for the provision of pedestrian and non-vehicular circulation for the University Campus.
- 9.6.2 Roads and Vehicular Circulation. The University has provided funding in the amount of \$5,096,906.00 to the City.

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

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

- 10.1 Storm Water Management. The University and the City agree that campus development proposed in the Initial Campus Master Plan and identified in the Approved Development Schedule in Exhibit "B" to the Initial Campus Development Agreement, will not degrade the operating conditions for off-campus stormwater management facilities below the level of service standards adopted by the City. The University and the City agree that there is sufficient stormwater management facility capacity to accommodate the impacts of campus development proposed in the Initial Campus Master Plan to meet the future needs of the University for the duration of this Agreement. The University and the City further agree that no off-campus stormwater management improvements need to be provided to maintain the City's adopted level of service standard for stormwater management.

10.1.1 The University has agreed to provide full water quality treatment for the portion of the University Campus within the context area that lies north of Research Way, in accordance with the permitting requirements of Southwest Florida Water Management District and the City.

10.1.2 Drainage from the University Campus shall be designed to either bypass stormwater attenuation ponds located on the Williams Company's property and be conveyed to a designated and approved outfall location, or be conveyed into the stormwater attenuation ponds located on the Williams Company's property. If the stormwater is conveyed into the stormwater attenuation ponds on the Williams Company's property, water quality treatment and stormwater attenuation will be provided within these ponds.

- 10.2 Potable Water. The University and the City agree that campus development proposed in the Initial Campus Master Plan and the Approved Development Schedule in Exhibit "B" to the Initial Campus Development Agreement, will not degrade the operating conditions for off-campus potable water facilities below the level of service standards adopted by the City. The University and the City agree that there is sufficient potable water facility capacity to accommodate the impacts of campus development proposed in the Initial Campus Master Plan to meet the future needs of the University for the duration of this Agreement, and that the University is vested for all such necessary capacity. The University and the City further agree that no off-campus potable water improvements need to be provided to maintain the City's adopted level of service standard for potable water. The University has connected to the City of Lakeland potable water system point of service at its expense.

- 10.3 Wastewater. The University and the City agree that campus development proposed in the Initial Campus Master Plan and the Approved Development Schedule in Exhibit "B" to the Initial Campus Development Agreement, will not degrade the operating conditions for off-campus wastewater facilities below the level of service standards adopted by the City. The University and the City agree that there is sufficient wastewater facility capacity to accommodate the impacts of campus development proposed in the Initial Campus Master Plan to meet the future needs of the University for the duration of this Agreement, and that the University is vested for all such capacity. The University and the City further agree that no off-campus wastewater improvements need to be provided to maintain the City's adopted level of service standard for wastewater service. The University has connected to the City's wastewater system point of service at its expense.

10.4 Solid Waste. The University and the City agree that campus development proposed in the Initial Campus Master Plan and the Approved Development Schedule in Exhibit “B” to the Initial Campus Development Agreement, will not degrade the operating conditions for off-campus solid waste facilities below the level of service standards adopted by the City. The University and the City agree that there is sufficient solid waste facility capacity to accommodate the impacts of campus development proposed in the Initial Campus Master Plan to meet the future needs of the University for the duration of this Agreement, and that the University is vested for all such capacity. The University and the City further agree that no off-campus solid waste improvements need to be provided to maintain the City’s adopted level of service standard for solid waste.

10.5 Parks and Recreation. The University and the City agree that campus development proposed in the Initial Campus Master Plan and the Approved Development Schedule in Exhibit “B” attached to the Initial Campus Development Agreement, will not degrade the operating conditions for off-campus open space and recreation facilities below the level of service standards adopted by the City. The University and the City agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of campus development proposed in the Initial Campus Master Plan to meet the future needs of the University for the duration of this Agreement, and that the University is vested for such capacity. The University and the City further agree that no off-campus open space and recreation improvements need to be provided to maintain the City’s adopted level of service standard for open space and recreation. The City’s desire for any future or temporarily shared recreational uses on the University Campus or other real property owned by the University shall be provided under a separate agreement.

10.6 Transportation.

10.6.1 Pedestrian and Non-Vehicular Circulation. The University and the City agree that campus development proposed in the Initial Campus Master Plan and the Approved Development Schedule in Exhibit “B” attached to the Initial Campus Development Agreement, will not degrade the operating conditions for off-campus pedestrian and non-vehicular circulation facilities below the level of service standards adopted by the City. The University and the City agree that there is sufficient pedestrian and non-vehicular circulation facility capacity to accommodate the impacts of campus development proposed in the Initial Campus Master Plan to meet the future needs of the University for the duration of this Agreement. The University and the City further agree that no off-campus pedestrian and non-vehicular circulation facilities improvements need to be provided to maintain the City’s adopted level of service standard for pedestrian and non-vehicular circulation facilities.

10.6.2 Roads and Vehicular Circulation.

(a) The University and the City agree that the campus development proposed in the Initial Campus Master Plan and the Approved Development Schedule in Exhibit “B” attached to the Initial Campus Development Agreement, will cause or contribute to certain deficiencies (degradation of operating conditions below the level of service standards adopted by the City) on the following roadway segments:

	Road	Link	From	To
(1)	SR 33	5062Na 5062Nb	I-4 @ Socrum Loop Rd	CR659 CR659

(2)	SR 33	5062Nb 5062 Sb	CR 659 CR 659	Univ. Blvd. Univ. Blvd.
(3)	SR 33	5062Nc 5062Nc	University Blvd. University Blvd.	I-4 I-4

The University’s contribution was committed to and has been substantially applied to the needed improvement of State Road 33 (S.R. 33), including widening to 4 lanes and operational improvements at the Interstate 4 entrance/exit ramps.

The University and the City agree that all other roadway segments, excluding those provided herein, will operate within acceptable levels of service in the presence of additional traffic generated by the University.

- (b) The University and the City further agree that road and vehicular circulation facility capacity is insufficient to accommodate the impacts of development proposed in the Initial Campus Master Plan and the Approved Development Schedule in Exhibit “B” attached to the Initial Campus Development Agreement and meet the further needs of the University for the duration of this Agreement. The University and the City further agree that the following road and vehicular circulation improvements are required, so long as the improvements(s) are also included in the adopted Polk Long-Range Transportation Plan:

	Road	Link	From	To
(1)	SR 33	5062Na 5062Nb	I-4 @ Socrum Loop Rd I-4 @ Socrum Loop Rd.	CR659 CR659
(2)	SR 33	5062Nb 5062 Sb	CR 659 CR 659	Univ. Blvd. Univ. Blvd.
(3)	SR 33	5062Nc 5062Nc	University Blvd. University Blvd.	I-4 I-4

See the provision in paragraph 11.6.2(a) below regarding the University’s satisfaction of the Roads and Vehicular Circulation deficiencies. The University and the City further agree that no other roads and vehicular circulation improvements, excluding those provided herein, need to be provided to maintain the City’s adopted level of service standards for roads and vehicular circulation facilities. Transit services shall be subject to a separate agreement, if needed, between the University and the provider, which is not the City.

10.6.3 The City acknowledges that the University has transportation concurrency with respect to the Approved Development Schedule and is not subject to Transportation Demand Management mitigation requirements of the City of Lakeland Land Development Code. The University agrees, in coordination with the City to, monitor various ridesharing and multi-modal services, consider alternative transportation modes to address student and employee demand, and annually share information with students and employees regarding the availability of such alternative transportation modes.

10.6.4 While the University is not obligated to locate a transit transfer center on the University Property, the University shall coordinate with the City and neighboring property owners to locate such center and/or park and ride lot as referenced in the Williams Development Order and the 2012 Park and Ride Feasibility Study prepared by the Polk TPO, provided that such coordination shall be at no capital cost to the University and shall not include any obligation to locate any such improvements on the University Property.

10.7 The University will participate with the City and State agencies in any discussion related to the effort to establish a wildlife corridor in an area near the western boundary of Parcel 2 that may impact the University Property.

## **11.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES**

The following financial assurances are provided by the University to guarantee the University's pro-rata share of the costs of improvements to public facilities and services necessary to support campus development, as proposed in the Initial Campus Master Plan and the Approved Development Schedule in Exhibit "B" attached to the Initial Campus Development Agreement.

11.1 Storm Water Management. The University and the City agree that no off-campus stormwater management improvements need to be assured by the University to maintain the City's adopted level of service standards for storm water management.

11.2 Potable Water. The University and the City agree that no off-campus potable water improvements need to be assured by the University to maintain the City's adopted level of service standards for potable water. The University has connected to the City of Lakeland potable water system point of service at its expense.

11.3 Wastewater. The University and the City agree that no off-campus wastewater improvements need to be assured by the University to maintain the City's adopted level of service standards for wastewater. The University has connected to the City of Lakeland wastewater system point of service at its expense.

11.4 Solid Waste. The University and the City agree that no off-campus solid waste improvements need to be assured by the University to maintain the City's adopted level of services standards for solid waste.

11.5 Parks and Recreation. The University and the City agree that no off-campus parks and recreation improvements need to be assured by the University to maintain the City's adopted level of service standards for parks and recreation.

11.6 Public Transportation.

11.6.1 Pedestrian and Non-Circulation. The University and the City agree that no off-campus public transportation improvements concerning pedestrian and non-vehicular circulation need to be assured by the University to maintain the City's adopted level of service standards for public transportation, including multi-modal level of service. In the event that the University enters into an agreement with a third-party transit provider, it shall provide a fully executed copy of any such agreement to the City upon request.

11.6.2 Roads and Vehicular Circulation.

(a) The University and the City agree that the University's responsibility for paying its fair share to mitigate the deficiencies identified in Section 10.6.2 has been met by the University's payment to the City of Lakeland of its total fair share cost in the amount of \$5,029,906.00:

- (1) The University provided funding in the amount of \$2,498,751.00 to the City for I-4 @ Socrum Loop Road to CR 659.
- (2) The University provided funding in the amount of \$1,825,046.00 to the City for CR 659 to University Boulevard (Williams DRI Roadway).
- (3) The University provided funding in the amount of \$706,110.00 to the City for University Boulevard to I-4 (Exit 33).

(b) The University and the City agree that the University's responsibility for paying its fair share of the costs of improvements identified in Section 10.6.2 of this Agreement was met by providing funding to support the following roadway improvements, the total cost of which does not exceed the University total fair share cost of \$67,000.00:

- (1) The University provided funding in the amount of \$35,000.00 for an alignment study for State Road 33.
- (2) The University provided funding in the amount of \$32,000.00 for two mast arm traffic signals at the I-4 ramps.

11.7 University's Fair Share; University Concurrency Trust Fund.

11.7.1 The Florida Board of Governors encumbered the University Concurrency Trust Fund, and the University paid the City of Lakeland the amount of \$5,096,906.00, which constituted the University's share of the costs of improvements identified in Sections 11.6.2 herein and in Florida law.

11.7.2 The University has paid its fair share for any deficiencies, as defined in Section 1013.30(11)(e), Florida Statutes, as required in Section 1013.30(13), Florida Statutes, such that all concurrency management responsibilities of the University have been fulfilled, with respect to the Initial Campus Master Plan and the Approved Development Schedule attached as Exhibit "B" to the Initial Campus Development Agreement, as required in Section 1013.30 (d), Florida Statutes.

11.7.3 All of the University financial obligations identified and described herein are subject to availability of funds from an appropriation by the Florida Legislature for such purposes.

**12.0 CONCURRENCY VESTING FOR DEVELOPMENT**

12.1 The development being vested from concurrency is identified in the Initial Campus Master Plan and the Approved Development Schedule in Exhibit "B" attached to the Initial Campus Development Agreement given that the University paid the City of Lakeland for the impacts related to such initially Approved Development Schedule. Any amendment or extension to this Agreement or subsequent development agreements shall recognize development

identified in the Initial Campus Master Plan and the Approved Development Schedule attached as Exhibit “B” to the Initial Campus Development Agreement as vested from concurrency by this Agreement, and that development which remains unbuilt shall remain vested from the City’s concurrency requirements. Development not included in the Initial Campus Master Plan and the Approved Development Schedule in Exhibit “B” to the Initial Campus Development Agreement, and any amendments in accordance with 1013.30, Florida Statutes, shall be subject to the City’s concurrency requirements and the University shall be required to mitigate any impacts of such additional development as may be required under Florida law.

- 12.2 The University and the City agree that the deficiencies identified in Section 10.6 of this Agreement, the improvements identified in Sections 11.6 of the Agreement, and the University’s fair share identified in Section 11.6 of this Agreement and paid by the University to the City of Lakeland, are based upon the projected impacts of campus development, as proposed in the Initial Campus Master Plan and identified as the Approved Development Schedule in Exhibit “B” attached to the Initial Campus Development Agreement.
- 12.3 The University and the City agree that the University fulfilled all concurrency responsibilities with regard to the total square footage, as identified in Initial Campus Master Plan and the Approved Development Schedule in Exhibit “B” to the Initial Campus Development Agreement, by securing funds from the University Concurrency Trust Fund as specified in Section 11.7 and the payment of the fair share identified in Section 11.6 of this Agreement. The Approved Development Schedule attached as Exhibit “B” to the Initial Campus Development Agreement may proceed without any further local government review so long as it is consistent with the Initial Campus Master Plan and the Initial Campus Development Agreement. The City has applied the University’s fair share contribution towards the University’s concurrency responsibilities.
- 12.4 The uses, maximum densities, and intensities for development identified in Approved Development Schedule in Exhibit “B” to the Campus Development Agreement shall be those established in the Campus Master Plan, provided that the University may shift uses, densities, and intensities for development as long as the total uses as build-out do not exceed the overall development allowed in the Approved Development Schedule attached as Exhibit “B” to the Campus Development Agreement and the Initial Campus Master Plan. Maximum building heights shall be developed in accordance with fire pressure standards for multi-story buildings contained within the Florida Building Code and the Florida Fire Prevention Code.
- 12.5 The City agrees to vest from its concurrency requirements the campus development identified in Initial Campus Master Plan and the Approved Development Schedule in Exhibit “B” to the Initial Campus Development Agreement located within the Context Area for the duration of this Agreement. The University shall comply with all the terms and conditions of this Agreement.

**13.0 APPLICABLE LAWS.**

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

**14.0 AMENDMENT**

- 14.1 This Agreement may be amended as provided in Section 1013.30, Florida Statutes, in conjunction with any amendment to the Campus Master Plan for any real property covered by this Agreement, as provided at Section 6.0 herein.
- 14.2 This Agreement may be amended subject to approval by both parties if either party delays by more than twelve (12) months the construction of a capital improvement identified in this Agreement.
- 14.3 Requests for amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 21.0 of this Agreement.
- 14.4 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by all the Parties hereto.
- 14.5 In the event of a dispute arising from the implementation of this Agreement, both parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 17.0 of this Agreement.

**15.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS**

The City finds that this Agreement and the Approved Development Schedule identified in Exhibit “B” attached hereto are consistent with the City’s Comprehensive Plan.

**16.0 ENFORCEMENT**

Any party to this Agreement, or aggrieved or adversely affected person, may file an action for injunctive relief in the Circuit Court where the City is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an aggrieved or adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this Agreement.

**17.0 DISPUTE RESOLUTION**

- 17.1 In the event of a dispute arising from the implementation of this Agreement, the Parties shall schedule a meeting in an effort to resolve such dispute. In the event that the Parties are unable to resolve such dispute at such meeting, the Parties shall address the dispute pursuant to the requirements of Section 1013.30(17), Florida Statutes.
- 17.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.
- 17.3 If either the University or the City rejects the mediator’s written recommended resolution of the dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30(16), Florida Statutes, has sixty (60) days to hold informal hearings, if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis of

each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall then take action to resolve the issues in dispute. In resolving this matter, the Administration Commission may, pursuant to Subsection 1013.30(16), Florida Statutes, prescribed by order the contents of this Agreement.

## **18.0 MONITORING AND OVERSIGHT**

- 18.1 The City may, upon advanced notice provided to the University, review all relevant information concerning campus development activity on the University Campus, including an inspection of any utility systems located on the University Campus, to verify that the terms of this Agreement are satisfied. The City's requests for access for review of information and/or inspection of utility systems shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the University. However, in the case of an emergency, such right of access shall be immediate. During any inspection by the City, as contemplated in this section, should the City locate and determine that there is an issue or problem with a utility system on the University Campus, the City shall notify the University in writing, in a timely manner, about the issue or problem for the University to evaluate and correct, should it also deem such repair necessary and appropriate. The University shall provide a central point of contact for all emergency and non-emergency matters as may apply to the City's review of campus development activity and/or inspection of a relevant utility system, as contemplated in this section. For all the City's efforts related to its inspection of utility systems on the University Campus, as contemplated by this section, the City agrees that it shall indemnify and hold harmless the University against all liability. Not less than once every twelve (12) months, University shall provide to the City campus development information which demonstrates good faith compliance with the terms of this Agreement. As used in this section, required campus development information shall consist of a statement of compliance with this Agreement; the total enrollment and total faculty, the total square footage completed for each land use for the reporting year; and over the life of this Agreement.
- 18.2 The University may upon request review all relevant information concerning campus development activity by the City to verify that improvements identified in Section 11.6 of this Agreement funded by the State University System Concurrency Trust Fund that address impacts of campus development have been implemented consistent with the terms and conditions of this Agreement. Not less than once every twelve (12) months, through the completion of any required improvements, the City shall provide project information to the University which demonstrates good faith compliance with the terms of this Agreement. As used in this section, required project information shall consist of a statement of compliance with this Agreement, and a report on the status of those improvements identified in Section 11.6 of this Agreement.
- 18.3 If either party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 21.0 of this Agreement.
- 18.4 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 17.0 herein.

## **19.0 SUCCESSORS AND ASSIGNS**

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

**20.0 RECORDING OF THIS AGREEMENT.**

This Agreement shall be recorded by the University in the official records with the Clerk of the Court in and for Polk County, Florida, within seven (7) days of the Agreement's execution by all Parties. A copy of the recorded Agreement shall be forwarded to the state land planning agency by the University within fourteen (14) days after the Agreement's execution by all Parties and a copy shall be provided to the City.

**21.0 NOTICES**

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

- (a) By personal service or hand-delivery;
- (b) By registered or certified mail;
- (c) By email transmission; or
- (d) By deposit with an overnight express delivery service

21.2 Notices by personal service or delivery or email transmission shall be deemed effective at the time of personal delivery or email transmission (unless such email transmission does not occur between 8:00 a.m. and 5:00 p.m. on a business day that is not a holiday observed by the federal government or the State of Florida, in which case the notice shall be deemed effective on the next business day that is not a holiday observed by the federal government or the State of Florida). Notices by registered or certified mail shall be deemed effective three (3) business days after deposit with the United States Postal Services. Notices by overnight express delivery service shall be deemed effective one (1) business day after deposit with the overnight express delivery service.

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

City Manager  
City of Lakeland  
228 S. Massachusetts Ave.  
Lakeland, Florida 33801  
[Anthony.delgado@lakelandgov.net](mailto:Anthony.delgado@lakelandgov.net)

With a copy to:

City Attorney  
City of Lakeland  
228 S. Massachusetts Ave.  
Lakeland, Florida 33801  
[Timothy.mccausland@lakelandgov.net](mailto:Timothy.mccausland@lakelandgov.net)

With a second copy to:

Community Development Director  
City of Lakeland  
228 S. Massachusetts Ave.  
Lakeland, Florida 33801  
Email: \_\_\_\_\_

The address for Florida Polytechnic University shall be:

Office of the President  
Florida Polytechnic University  
4700 Research Way  
Lakeland, Florida 33805  
Email: \_\_\_\_\_

With a copy to:

Chief Financial Officer  
Florida Polytechnic University  
4700 Research Way  
Lakeland, Florida 33805  
Email: \_\_\_\_\_

With a second copy to:

Office of the General Counsel  
Florida Polytechnic University  
4700 Research Way  
Lakeland, Florida 33805  
[rdeiulio@flpoly.org](mailto:rdeiulio@flpoly.org)

## 22.0 EXHIBITS AND SCHEDULES

The Exhibits and Schedules to this Agreement consist of the following, all of which are incorporated into and form a part of this Agreement:

- (a) Attached hereto as Exhibit “A” is a copy of the “Context Area Map” which describes the geographic boundaries of the University Campus, and its impact area from the Campus Master Plan, as otherwise described and identified at Section 2.7 of this Agreement.
- (b) Attached hereto as Exhibit “B” is a summary of the Approved Development Schedule including the total square footage as provided in the Campus Master Plan.
- (c) Attached hereto as Exhibit “C” is a copy of the “City Notification Area Map” which describes an area within the City’s jurisdictional limits, where the City has agreed to notify the University of any development proposals, as otherwise described and identified at Section 4.11 of this Agreement.

*(The Remainder of this page has been intentionally left blank.)*

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017, The Florida Polytechnic University Board of Trustees, a public body corporate of the State of Florida, on behalf of Florida Polytechnic University, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement.

Signed, sealed and delivered in the presence of:

**WITNESS**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**WITNESS**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**The Florida Polytechnic University  
Board of Trustees**, a public body  
Corporate of the State of Florida, on behalf  
of Florida Polytechnic University

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

As its: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY**

Gina DeJulio, General Counsel  
Florida Polytechnic University

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**APPROVED** by the City Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017, the City Commission for the City of Lakeland, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement.

ATTEST:

Kelly Koos,  
Clerk of the Lakeland City Commission

City Commission for the City of  
Lakeland, Florida

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

As its: \_\_\_\_\_

Date: \_\_\_\_\_

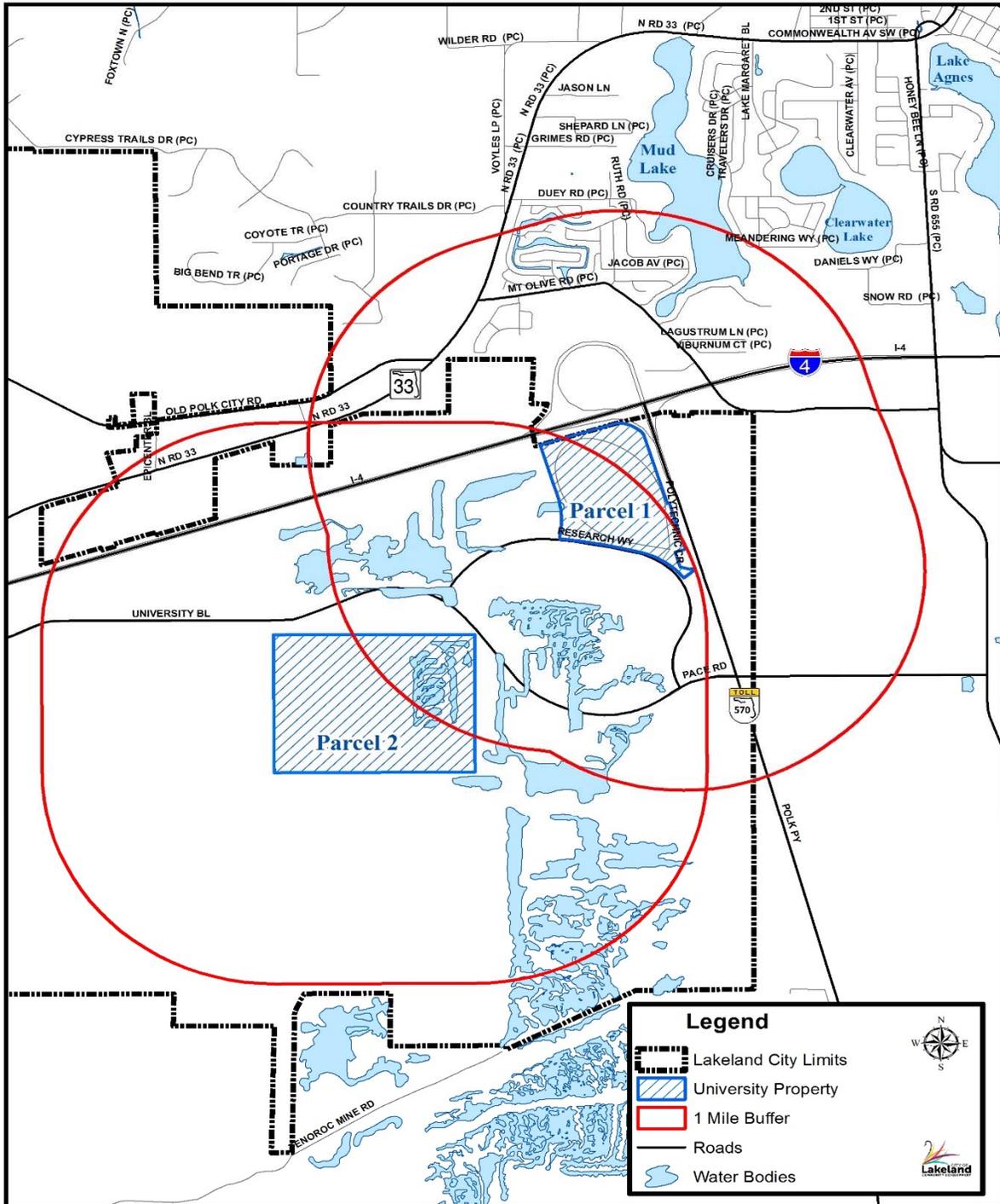
**APPROVED AS TO FORM AND LEGALITY**

Timothy McCausland, City Attorney  
City of Lakeland

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

EXHIBIT "A" - CONTEXT AREA MAP



**EXHIBIT "B"**  
**APPROVED DEVELOPMENT SCHEDULE AUTHORIZED BY CAMPUS MASTER PLAN 2015-2025**  
**AND PURSUANT TO THIS AGREEMENT**

I.	ACADEMIC PLANT/BUILDINGS:	345,840 GSF
II.	SUPPORT FACILITY (including limited retail):	128,078 GSF
III.	TOTAL (473,918 Rounded):	475,000 GSF
IV.	HOUSING (1,008 Rounded):	1,010 beds
V.	PARKING LOTS (1,596 Rounded):	1,600 parking spaces
	• May include surface parking spaces and future parking garage.	

NOTE: The Total of 475,000 gross square feet is hereby modified to reflect the 625,000 gross square feet off approved development uses pursuant to the authorized Use Development schedule set forth in Exhibit "B" of the 2007 Campus Development Agreement.

