

ORDINANCE NO. 248-11

AN ORDINANCE APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT WITH THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES RELATING TO THE DEVELOPMENT OF THE UNIVERSITY OF SOUTH FLORIDA ST. PETERSBURG CAMPUS PROPERTY GENERALLY LOCATED BETWEEN 1ST STREET SOUTH AND 4TH STREET SOUTH AND BETWEEN 5TH AVENUE SOUTH AND BAYBORO HARBOR; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Development Agreement between the City of St. Petersburg and the University of South Florida Board of Trustees, a copy of which is attached hereto and incorporated herein as Exhibit "A," is hereby approved and adopted.

SECTION 2. The Mayor, or his designee, is authorized to execute the Development Agreement on behalf of the City.

SECTION 3. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective on the fifth (5th) business day after adoption. If the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, the ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

First Reading held on the 3rd day of November, 2016.

Adopted by St. Petersburg City Council on second and final reading on the 21st day of November, 2016.



Amy Foster, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:


Chan Srinivasa, City Clerk

Title Published: Times 1-t 11/11/16

Not vetoed. Effective date Monday, December 28, 2016 at 5:00 p.m.



2016
**CAMPUS DEVELOPMENT AGREEMENT
BETWEEN THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES
AND THE CITY OF ST. PETERSBURG**

THIS AGREEMENT is made and entered into this 28th day of December, 2016 by and between the **CITY OF ST. PETERSBURG** (herein referred to as the "City"), a municipal corporation of the State of Florida, and the **UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES** (hereinafter referred to as the "BOT"), a public body corporate of the State of Florida, acting for and on behalf of the **UNIVERSITY OF SOUTH FLORIDA ST. PETERSBURG**, (hereinafter referred to as "USFSP").

WITNESSETH:

WHEREAS, the USFSP 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, and

WHEREAS, in recognition of this unique relationship between campuses of the State Universities 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 BOT/USFSP has prepared and adopted a 2015 – 2025 Campus Master Plan Update for the USF St Petersburg Campus (hereinafter referred to as the Campus Master Plan Update) in compliance with the requirements set forth in Subsections 1013.30(3)-(6), Florida Statutes, and

WHEREAS, upon adoption of the Campus Master Plan Update by the BOT, the BOT and City are required to enter into a campus development agreement, and

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

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

WHEREAS, the campus development agreement identifies the BOT's "fair share" of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies.

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

1.0 RECITATIONS

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

2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT

- 2.1 The term “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” means any person or local government that 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, and environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but must exceed in degree the general interest in community good shared by all persons.
- 2.3 The term “campus master plan” means a plan that meets the requirements of Subsections 1013.30(3) through (6), Florida Statutes, as amended.
- 2.4 The term “comprehensive plan” means a plan that meets the requirements of Chapter 163, Part II, Florida Statutes, as amended.
- 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, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.
- 2.7 The term “development order” means any order granting, denying, or granting with conditions an application for a development permit.
- 2.8 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.
- 2.9 The term “force majeure event” means acts of God, earthquakes, blizzards, tornados, hurricanes, fire, flood, sinkhole, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, terrorist activities, malicious mischief, insurrection, riots, landslides, or explosions capable of destroying all or a portion of a project reserving capacity pursuant to this Agreement.

- 2.10 The term “public facilities and services” means potable water, sanitary sewer, solid waste, stormwater management, and parks and recreation.
- 2.11 The term “state land planning agency” means the Department of Economic Opportunity, Division of Community Planning.

3.0 INTENT AND PURPOSE

- 3.1 This Agreement is intended to implement the requirements of concurrency contained in Subsection 1013.30(10)-(14), Florida Statutes. It is the intent of the BOT/USFSP and City to ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, and parks and recreation are available consistent with the level of service standards for these facilities as adopted in the City’s comprehensive plan.
- 3.2 This Agreement is intended to address concurrency implementation and the mitigation of proposed campus development reasonably expected over the term of the campus development agreement on public facilities and services, including sanitary sewer, solid waste, drainage/stormwater management, potable water, and parks and recreation.

4.0 GENERAL CONDITIONS

- 4.1 The conditions, terms, restrictions and other requirements of this Agreement and Ordinance 248-H shall be legally binding and strictly adhered to by the BOT/USFSP and the City.
- 4.2 The BOT/USFSP represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable Agreement of the BOT/USFSP.
- 4.3 The City represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the City represents that this Agreement has been duly authorized by the City and constitutes a valid, binding and enforceable contract of the City having been previously approved by an ordinance adopted by the City and has been the subject of one or more duly noticed public hearings as required by law.
- 4.4 Federal, state, regional, and local environmental laws, regulations and program requirements, including permits, shall remain applicable, together with any amendments or changes to them which may be made from time to time.
- 4.5 In the event that all or a portion of a project reserving capacity pursuant to this Agreement should be destroyed by a fire, storm, or other force majeure event, the BOT/USFSP, its grantees, successors and assigns, shall have the right to rebuild and/or repair such project, consistent with the adopted Campus Master Plan Update and with this Agreement.
- 4.6 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that

there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. This Agreement shall not affect any other written agreement between the City and the BOT/USFSP.

- 4.7 Upon execution of this Agreement, all campus development identified in the adopted USFSP Campus Master Plan Update and Exhibit "A" may proceed without further review by the City if it is consistent with the terms of this Agreement and the adopted Campus Master Plan Update.
- 4.8 If any provision 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 hereof shall not be invalidated thereby and shall be given full force and effect.
- 4.9 The BOT/USFSP agrees that any proposed street narrowings, closings, or vacations of right-of-way, as identified in the Campus Master Plan Update, shall be done in strict compliance with the City's review process and procedures for street closings and vacating rights-of-ways, as established by City ordinance.
- 4.10 The BOT/USFSP agrees that any existing use of the City's submerged land in Bayboro Harbor shall be done in strict compliance with license agreement(s) entered into between the University and the City. The BOT/USFSP agrees that any proposed use of the City's submerged land in Bayboro Harbor shall be done in strict compliance with license agreement(s) to be entered into between the University and City prior to the University's use of the City's submerged land.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2021, unless extended by the mutual consent of the BOT/USFSP and the City, in accordance with Section 15.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this Agreement and included within is identified in Exhibit "B," attached hereto and incorporated herein by this reference (less the City's Poynter Park property and road right-of-way).

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 Private stormwater management service to the USFSP Campus is provided by 15 retention ponds. Outfall for these retention ponds is provided to Bayboro Harbor via connection to the City's stormwater management system. A 24-inch stormwater line extends south along the eastern right-of-way line of First Street South with its outfall via a box culvert located between the existing Florida

Wildlife Research Institute (FWRI) buildings. The City also has an additional double nine feet by four feet box culvert extending through the Campus in the 2nd Street right-of-way and within a utility easement in the former 2nd Street right-of-way between Bayboro Hall and Davis Hall, which provides stormwater outfall for a larger drainage basin within the City.

- 7.2 Potable water service to the USFSP Campus is provided by the City. The City maintains a network of distribution lines within City rights-of-way. A 12-inch and 6-inch potable water main exist within Sixth Avenue South; a 6-inch line runs within a 50-foot utility easement which is the extension of Seventh Avenue South; a 12-inch and a 6-inch main exist within 1st Street South; and an 8- and a 12-inch main exist within 3rd Street South. The rest of the campus is serviced by a network of metered 6- and 8-inch distribution lines.
- 7.3 Sanitary sewer service to the USFSP Campus is provided by the City. There is a 48” gravity trunk main that traverses the campus from the intersection of 4th Street South and 11th Avenue South, running east one half block, then turning north in an easement to a manhole halfway between 6th and 7th Avenues South, then east to 1st Street South. Connecting to this gravity trunk line are smaller lines that provide sanitary sewer service to much of the USFSP campus. These lines include both 18” and 8” gravity mains and 8” service lines. There is also a 30” force main pipe that runs through the campus along the following route: entering the campus from the east at 1st Street South, midway between 6th and 7th Avenues, running west to 3rd Street where it turns south and continues to 11th Avenue South. At 11th Avenue South, the force main turns west and continues beyond the campus boundary at 4th Street South.
- 7.4 The City provides solid waste collection and disposal service to the USFSP Campus. Located on the campus are nine (9) solid waste receptacles with a total capacity of 55 cubic yards. Solid waste is collected three times weekly and separated. Burnable solid waste is transported to the Pinellas County refuse-to-energy incinerator facility located in Pinellas Park. Non-burnable, but unrecyclable, solid waste is transported to the Pinellas County landfill.
- 7.5 Existing open space and recreation facilities on the USFSP Campus include the Campus Activities Center, the outdoor swimming pool, the recreation field, and the watercraft recreation area. Located within an approximate two-mile radius of the campus are six community parks and recreation areas.
- 7.6 Roadways providing service to the USFSP Campus include local and major roads. First Street South and Fourth Street South generally form the east and west boundaries of the campus, respectively. Fifth Avenue South and Bayboro Harbor generally form the north and south boundaries of the campus, respectively. Sixth Avenue South and Third Street South cross through the campus. Second Street South, now also known as University Way South, enters the campus area from the north, terminating at Sixth Avenue South. Three Pinellas Suncoast Transit Authority (“PSTA”) routes (32, 14 and 4) provide service to the campus.

8.0 LEVEL OF SERVICE STANDARDS ESTABLISHED BY THE CITY

- 8.1 The City has established the following level of service standard for stormwater management:

- a) Due to the back log of stormwater improvement needs and the time needed to implement improvements to the municipal drainage system, existing conditions will be adopted as the level of service.
- b) Construction of new, and improvements to existing, surface water management systems requires permits from the Southwest Florida Water Management District (SWFWMD), except for projects specifically exempt. As a condition of municipal development approval, new development and redevelopment within the City which requires a SWFWMD permit according to Rules 40D-4 and 40D-40, shall be required to obtain a SWFWMD permit and meet SWFWMD water quality and water quantity design standards. Development which is exempt from SWFWMD permitting requirements shall be required to obtain a letter of exemption.
- c) Construction of new, and improvements to existing, surface water management systems will be required to meet design standards outlined in the Drainage Ordinance, Section 16.40.030, as amended, St. Petersburg City Code, using a minimum design storm of 10-year return frequency 1-hour duration, rainfall intensity curve Zone VI, Florida Department of Transportation. Improvements to the municipal drainage system will be designed to convey the runoff from a 10-year, 1-hour storm event.

8.2 The City has established the following level of service standard for potable water:

- a) The following level of service standard for average day demand is hereby adopted to determine the availability of facility capacity prior to a land use plan change or annexation: 125 gallons per capita per day (gpcd). The maximum day to average day ratio will be 1.25.
- b) The level of service for the peak hour rates are 210 percent of the total annual average day rates.
- c) The City shall adopt a level of service standard for minimum pressure of 20 psig at curbside.
- d) The City shall adopt a level of service standard for storage capacities which equals at least 50 percent of average day demand.

8.3 The City has established the following level of service standards for sanitary sewer:

- a) Average day demand

<u>Facility</u>	<u>Gallons per person per day</u>
Northeast wastewater service area	173
Albert Whitted wastewater service area*	166
Southwest wastewater service area	161
Northwest wastewater service area	170

* This service area has been combined with the Southwest wastewater service area. Additional data is needed to establish revised gallons per person per day.

- 8.4 The City has established a level of service standard for solid waste of 1.3 tons per capita per year.
- 8.5 The City has established a level of service standard for recreation and open space of 9 land acres of usable recreation and open space acreage per 1,000 population.
- 8.6 In 2016, the City eliminated transportation concurrency policies and code provisions, as well as level of service standards for roads and mass transit. Transportation management plans, and in some cases traffic studies, will be required for large development projects (51 new peak hour trips or more) that impact a deficient roadway (LOS E or F, and/or a volume-to-capacity ratio of 0.90 or higher with no mitigating improvements scheduled within three years).

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE BOT/USFSP AND SERVICE PROVIDERS

The BOT/USFSP 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 USFSP campus:

- 9.1 The BOT/USFSP has arranged to pay a monthly charge for the provision of stormwater management facilities or service to the campus. This charge, as may be adjusted by the City from time to time, is payable to the City.
- 9.2 The BOT/USFSP has arranged to pay a metered charge for the provision of potable water facilities or service to the campus. This charge, as may be adjusted by the City from time to time, is payable to the City.
- 9.3 The BOT/USFSP has arranged to pay a metered charge, based on water consumption, for the provision of sanitary sewer facilities or service to the campus. This charge, as may be adjusted by the City from time to time, is payable to the City.
- 9.4 The BOT/USFSP has arranged to pay a monthly charge to the City for solid waste collection and removal services for the USFSP campus. This charge, as may be adjusted by the City from time to time, is payable to the City.
- 9.5 There are no financial arrangements between BOT/USFSP and the City or any other entity for the provision of parks and recreation facilities or service to the campus.
- 9.6 There are no financial arrangements between BOT/USFSP and the City for roadways and the provision of mass transit. There is a U-Pass financial arrangement with PSTA to provide mass transit for USFSP faculty, students and staff.
- 9.7 The BOT/USFSP has arranged to pay monthly charge, based on the current rates established by City ordinance, as amended, for the provision of reclaimed water service to the campus. This charge, as may be adjusted by the City from time to time, is payable to the City.

9.8 The BOT/USFSP has arranged to pay a monthly charge, based on the current pre-treatment permit, plus a metered charge for the provision of strong waste (lab waste) service to the campus. This charge, as may be adjusted by the City from time to time, is payable to the City.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

10.1 The BOT/USFSP and City agree that development proposed in the adopted Campus Master Plan Update should not degrade the operating conditions for off-campus public stormwater management facilities below the level of service standards adopted by the City.

10.2 The BOT/USFSP and City agree that development proposed in the adopted Campus Master Plan Update should not degrade the operating conditions for off-campus public potable water facilities below the level of service standards adopted by the City.

10.3 The BOT/USFSP and City agree that development proposed in the adopted Campus Master Plan Update should not degrade the operating conditions for off-campus public sanitary sewer facilities below the level of service standards adopted by the City.

10.4 The BOT/USFSP and City agree that development proposed in the adopted Campus Master Plan Update should not degrade the operating conditions for off-campus public solid waste facilities below the level of service standards adopted by the City.

10.5 The BOT/USFSP and City agree that development proposed in the adopted Campus Master Plan Update should not degrade the operating conditions for off-campus public open space and recreation facilities below the level of service standards adopted by the City.

10.6 The BOT/USFSP and City agree that, pursuant to Paragraph 8.6 of this Agreement, development proposed in the adopted Campus Master Plan Update may require a transportation management plan, and in some cases a traffic study, for large development projects that impact a deficient roadway.

11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

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

11.1 The BOT/USFSP and City agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan Update and Exhibit "A," and to meet the future needs of USFSP for the duration of this Agreement. The BOT/USFSP and City further agree that no off-campus stormwater management improvements need be provided to maintain the City's adopted level of service standard for stormwater management.

11.2 The BOT/USFSP and City agree that there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan Update and Exhibit "A," and to meet the future needs of USFSP for the duration of this Agreement. The BOT/USFSP and City further agree that no off-campus potable water improvements need be provided to maintain the City's adopted level of service standard for potable water.

- 11.3 The BOT/USFSP and City agree that there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan Update and Exhibit "A," and to meet the future needs of USFSP for the duration of this Agreement. The BOT/USFSP and City further agree that no off-campus sanitary sewer improvements need be provided to maintain the City's adopted level of service standard for sanitary sewer. The City currently has adequate dry weather capacity for the proposed improvements and is in the process of increasing the system's dry and wet weather capacity at the Southwest Water Reclamation Facility. In addition, the City is undertaking a significant City-wide program to reduce wet weather infiltration and inflow into the wastewater collection system.
- 11.4 The BOT/USFSP and City agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan Update and Exhibit "A," and to meet the future needs of USFSP for the duration of this Agreement. The BOT/USFSP and City further agree that no off-campus solid waste improvements need be provided to maintain the City's adopted level of service standard for solid waste.
- 11.5 The BOT/USFSP and City agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted Campus Master Plan Update and Exhibit "A," and to meet the future needs of USFSP for the duration of this Agreement. The BOT/USFSP and City further agree that no off-campus open space and recreation improvements need be provided to maintain the City's adopted level of service standard for recreation and open space.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

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

- 12.1 The BOT/USFSP and City agree that no off-campus stormwater management improvements need be assured by the BOT/USFSP in order to meet the City's concurrency requirements.
- 12.2 The BOT/USFSP and City agree that no off-campus potable water improvements need be assured by the BOT/USFSP in order to meet the City's concurrency requirements.
- 12.3 The BOT/USFSP and City agree that no off-campus sanitary sewer improvements need be assured by the BOT/USFSP in order to meet the City's concurrency requirements.
- 12.4 The BOT/USFSP and City agree that no off-campus solid waste improvements need be assured by the BOT/USFSP in order to meet the City's concurrency requirements.
- 12.5 The BOT/USFSP and City agree that no off-campus parks and recreation improvements need be assured by the BOT/USFSP in order to meet the City's concurrency requirements.

12.6 Nothing in this Section shall exempt the BOT/USFSP from the fees for services identified in Section 9.0.

13.0 CONCURRENCY VESTING FOR DEVELOPMENT

13.1 The development being vested from concurrency is identified in the Capital Improvements Element of the Campus Master Plan Update, adopted on December 3, 2015, and is attached hereto as Exhibit "A," and incorporated herein by this reference. Any extension to this Agreement or subsequent campus development agreement shall recognize that any development identified in the adopted Campus Master Plan Update and Exhibit "A" which has not been built shall remain vested from the City's concurrency requirements.

13.2 The uses, maximum densities, intensities and building heights for development identified in Exhibit "A" shall be those established in the Future Land Use Element, Academic Facilities Element, Support Facilities Element, Urban Design Element and the Housing Element of the Campus Master Plan Update, adopted on December 3, 2015.

13.3 The City agrees to vest from its concurrency requirements the development identified in Exhibit "A" and located completely within the geographic boundaries of the USF St. Petersburg Campus, indicated on Exhibit "B" for the duration of this Agreement. The BOT/USFSP shall comply with all the terms and conditions of this Agreement and to provide financial assurances as set forth in Section 12.0 of this Agreement.

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 after execution of this Agreement, which are applicable to or preclude either party's compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

15.0 AMENDMENT

15.1 This Agreement may be amended in conjunction with any amendment to the adopted Campus Master Plan which, alone or in conjunction with other amendments: increases density or intensity of use of land on the campus by more than 10 percent; decreases the amount of natural areas, open spaces, or buffers on the campus by more than 10 percent; or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a public facility or service provided or maintained by the state, the City, or any affected local government.

15.2 This Agreement may be amended if either party delays by more than 12 months the construction of a capital improvement identified in 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 PLAN

The City finds that this Agreement and the proposed development and capacity reservations provided for herein are consistent with the City's Comprehensive Plan.

17.0 ENFORCEMENT

- 17.1 Pursuant to Subsection 1013.30(20), Florida Statutes, any party to this Agreement or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the City is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an aggrieved or adversely affected person other than a party to the agreement to enforce any rights or obligations arising from this Agreement.
- 17.2 Should the language in Subsection 1013.30(20), Florida Statutes, be amended in the future, the amended language will supersede the requirements of this Section.

18.0 DISPUTE RESOLUTION

- 18.1 Pursuant to Subsection 1013.30(17), Florida Statutes, in the event of a dispute arising from the implementation of this Agreement, each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators selected by the parties 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 disputes pursuant to this Agreement.
- 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.
- 18.4 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.
- 18.5 If either the BOT/USFSP 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. The parties understand that, in deciding upon a proper resolution, the state land planning agency shall consider

the nature of the issues in dispute, the compliance of the parties with this section, the extent of the conflict between the parties, the comparative hardships, and the public interest involved. The parties further understand that, in resolving the matter, the state land planning agency may prescribe, by order, the contents of this Agreement.

- 18.6 Should the language in Subsections 1013.30(16) - (17), Florida Statutes, be amended in the future, the amended language will supersede the requirements of this Section.

19.0 MONITORING AND OVERSIGHT

- 19.1 The City may inspect activity on the USFSP Campus to verify that the terms of this Agreement are satisfied. Not less than once every 12 months, USFSP shall provide to the City project information which demonstrates good faith compliance with the terms of this Agreement. Required project information shall consist of a statement of compliance with this Agreement; the total, structure square footage completed for each land use for the reporting year; and the cumulative square footage totals over the life of this Agreement.

- 19.2 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.

- 19.3 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 18.0 above.

20.0 SUCCESSORS AND ASSIGNS

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

21.0 TRANSMITTAL OF THIS AGREEMENT

A copy of the executed Agreement shall be forwarded to the state land planning agency by the BOT/USFSP within 14 days after the date of execution.

22.0 NOTICES

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

By personal service or delivery;

By registered or certified mail;

By deposit with an overnight express delivery service.

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

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

The Honorable Mayor
City of St. Petersburg
Post Office Box 2842
St. Petersburg, Florida 33731-8902

With copies to:

City Development Administrator
City of St. Petersburg
Post Office Box 2842
St. Petersburg, Florida 33731-8902

Planning & Economic Development Director
City of St. Petersburg
Post Office Box 2842
St. Petersburg, Florida 33731-8902

City Attorney
City of St. Petersburg
Post Office Box 2842
St. Petersburg, Florida 33731-8902

The address of the BOT shall be:

Board of Trustees Chair
University of South Florida
Office of the Board of Trustees Operations
4202 E. Fowler Avenue, CGS 401
Tampa, FL 33620

With copies to:

Vice President for Business & Finance
University of South Florida
4202 E. Fowler Avenue, CGS 401
Tampa, Florida 33620

Regional Vice Chancellor, Administrative and Financial Services
University of South Florida St. Petersburg

140 7th Ave. S., BAY 219
St. Petersburg, Florida 33701

Office of the General Counsel
University of South Florida
4202 E. Fowler Avenue, CGS 301
Tampa, Florida 33620

23.0 EXHIBITS AND SCHEDULES

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

Exhibit "A" --- Development Authorized by the Agreement and Vested from the City's Concurrency Requirements

Exhibit "B" --- Geographic Area Covered by the Agreement

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year indicated. Signed, sealed and delivered in the presence of:

BY: *Martin Tadlock*
Martin Tadlock, Interim Regional Chancellor
acting for and on behalf of the
University of South Florida St. Petersburg

Date: 7/25/18

BY: *Judy Genshaft*
Judy Genshaft, President
University of South Florida Board of
Trustees, a public body corporate of the State
of Florida, acting for and on behalf of the
University of South Florida St. Petersburg

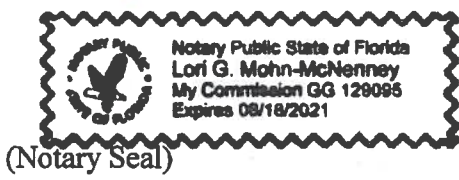
Date: 7/30/2018

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Bryan D. Ruff
Bryan D. Ruff
Associate General Counsel - University of South Florida

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Judy Genshaft, President of the University of South Florida, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be her free act and deed, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of July, 2018



Lori G. Mohn-McNenney
Notary Public

My Commission expires: 08/18/2021

On December 1st, 2016 the Board of Trustees, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement by the President of the University of South Florida.

APPROVED by the City Council on November 21, 2016.

ATTEST:

CITY OF ST. PETERSBURG, FLORIDA



Chandrasaha Srinivasa, City Clerk



BY: _____ Mayor
(Name/Title)

Date: 10/5/18

Date: 10-5-18



APPROVED AS TO FORM AND
LEGAL CORRECTNESS:



City Attorney

EXHIBIT "A"

DEVELOPMENT AUTHORIZED BY THE AGREEMENT

PHASES 1 & 2: 2004 - 05 THROUGH 2010 -2011

<u>Space Type</u>		<u>GSF</u>
Academic/Research:		325,000
Support Facilities:		468,000
Parking Structure (Phase I – 1160 cars)	375,000 GSF	
	TOTAL	793,000 GSF

CONSTRUCTION COMPLETED BETWEEN 2004 - 2016

<u>Space Type</u>		<u>GSF</u>
Academic/Research:		102,872
Support Facilities:		217,767
Parking Structure (Phase I – 1160 cars)	375,000 GSF	
	TOTAL CONSTRUCTED	320,639 GSF

CONSTRUCTION PROPOSED BETWEEN 2016 - 2025

<u>Space Type</u>		<u>GSF</u>
Academic/Research:		52,800
Support Facilities:		449,400
Parking Structure (Phase II – 450 Cars)	140,000 GSF	
SW Parking Structure (1,000 cars)	350,000 GSF	
	TOTAL PROPOSED	502,200 GSF

EXHIBIT "B"
GEOGRAPHIC AREA COVERED BY THE AGREEMENT

Exhibit "B"
(Figure 2-a)

University of South Florida
St. Petersburg
Comprehensive
Master Plan

Urban Design
Illustrative Plan
10 Year Plan

- Legend
- Planning Area
 - Existing - USF St. Petersburg
 - Existing - USF Tampa
 - Existing - Related Agencies
 - Proposed
 - Existing - Ponds
 - Openspace
 - Alternative/Future Building Site



October 2015

