



# UNIVERSITY OF SOUTH FLORIDA

Office of the President

April 5, 2007

Mark B. Rosenberg  
Chancellor  
Board of Governors  
State University System of Florida  
325 W. Gaines Street, Suite 1614  
Tallahassee, FL 32399-0400

Dear Chancellor Rosenberg:

Re: 1013.30(15), F.S. on April 2, 2007, the UNIVERSITY OF SOUTH FLORIDA

Board of Trustees and the CITY OF TAMPA executed a Campus Development Agreement consistent with the requirements of 1013.30(11), (12), (13) and (14), F.S. The Agreement describes the deficiencies in facilities and services the proposed campus

**CAMPUS DEVELOPMENT AGREEMENT**  
**BETWEEN THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES AND THE**

**CITY OF TAMPA**

**THIS AGREEMENT** is made and entered into this 2nd day of April, 2007, by and between the **CITY OF TAMPA** (herein referred to as the "City"), a municipal corporation of the State of

(a) Roadways

<u>Segment</u>	<u>Improvement</u>
▶ Fowler Avenue, from Nebraska to 30 <sup>th</sup> Street	6LD to 6LFRWY
▶ Fowler Avenue, from 30 <sup>th</sup> Street to McKinley	6LD to 6LFRWY
▶ Fowler Avenue, from McKinley to LeRoy Collins	6LD to 6LFRWY
▶ Fowler Avenue, from LeRoy Collins to 46 <sup>th</sup> Street	6LD to 6LFRWY
▶ Fowler Avenue, from 50 <sup>th</sup> Street to 52 <sup>nd</sup> Street	6LD to 6LFRWY

WHEREAS, the campus development agreement shall determine the impacts of proposed campus development reasonably expected over the term of the campus development agreement on public facilities and services, including roads, utilities, sewer, solid waste, and fire.

management, potable water, parks and recreation, and public transportation, and

WHEREAS, the campus development agreement shall determine the impacts of proposed campus development reasonably expected over the term of the campus development agreement on public facilities and services, including roads, utilities, sewer, solid waste, and fire.

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) through (6), Florida Statutes.

2.5 The term "comprehensive plan" means a plan that meets the requirements of Subsections 163.3177 and 163.3178, Florida Statutes.

2.6 The term "development" means that public facilities and services needed to support

development are available when the impacts of such development occur.

2.7 The term "development" means the carrying out of any building activity, 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.

2.8 The term "development order" means any order granting, denying, or granting with conditions

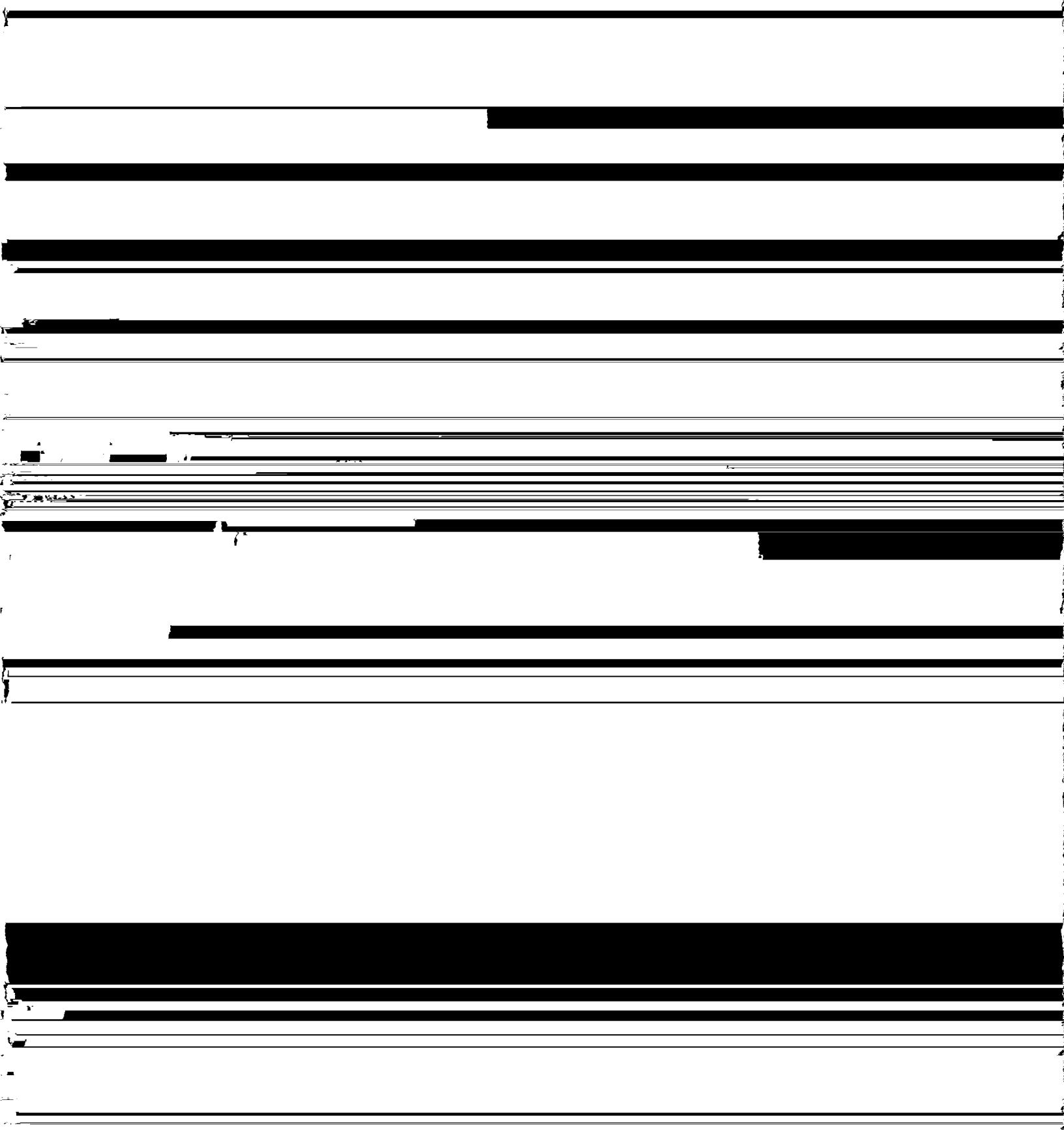
**3.0 INTENT AND PURPOSE**

3.1 This Agreement is intended to implement the requirements of concurrency contained in Subchapter 10J2 20(11) (15) Florida Statutes. It is the intent of the USE DOT and City of

ensure that adequate potable water, sanitary sewer, solid waste, storm water management, parks and recreation, roads, and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in the City's comprehensive plan.

3.2 This Agreement is intended to address concurrency implementation and the mitigation of proposed campus development reasonably expected over the term of the campus development agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/storm water management, potable water.

grantees, successors and assigns, shall have the right to rebuild and/or repair, and the time periods for performance by the USFBOT shall be automatically extended so long as there is strict compliance with this Agreement. This provision and its extended timeframes shall



The following public facilities and services are available to support development authorized under the terms of this Agreement.

- 7.1 Stormwater management is provided by a network of pipes that collect runoff throughout the campus. The system is generally divided along a north-south axis of LeRoy Collins Boulevard. All runoff to the west of LeRoy Collins Boulevard generally drains to the west and collects in a channel which leads to a retention lake located between Bruce B. Downs Boulevard (20<sup>th</sup> Street) and the Shriners Hospital. This lake serves the purpose of



recycled at their plant at Seventh Avenue and 34<sup>th</sup> Street in Tampa. Solid waste that is neither burnable nor recyclable is taken to the Hillsborough County landfill. The medical facilities located on the periphery of the campus have separate arrangements for medical waste collection and disposal.

7.5 More than 263,000 square feet of recreational facilities are available on-campus to USF students, faculty and staff. In addition, USF has designated more than 50 acres as an outdoor

operation and maintenance of the potable water transmission and distribution system.

- c) Potable Water Production Volume: Maintain the potable water production capacity at the David L. Tippin Water Treatment Plant as permitted by the Southwest Water Management District.
- d) Fire Flow Reserve: Maintain fire reserve equal to 18,000 gallons per minute (26,000,000 gallons per day) as recommended by the City of Tampa Water Delivery System Master Plan.

8.3 The City has established a level of service standard for sanitary sewer which allows the following maximum concentrations for discharged treated water, up to a maximum of 4,003 pounds of BOD, 4,003 pounds of SS, and 2,402 pounds of N per day:

- a) Biochemical Oxygen Demand (BOD) --- 0.000042 pounds/gallon/day
- b) Suspended solids (SS) --- 0.000042 pounds/gallon/day

8.4 The USF Tampa Campus is served by Hillsborough County for solid waste disposal. Hillsborough County has established a level of service standard for solid waste of 6.5 pounds per capita per day.

8.5 The City has established the following level of service standards for parks and recreation:

- a) Neighborhood parks --- 2 acres per 1,000 residents.
- b) Regional parks --- 20 acres per 1,000 residents.

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

9.1 There are no financial arrangements between the USFBOT and the City or any other entity for the provision of storm water management facilities or service to the campus.

9.2 The USFBOT has agreed to pay the current rate per 100 cubic feet for the provision of potable water facilities or service to the campus including any increase that may be approved by the City during the duration of this Agreement. These charges will be payable to the City and payment is not subject to USFBOT's ability to obtain funding from the University of South Florida Board of Education or the Florida Department of Education.

10.2 The USFBOT proposes to reduce the net impact of the existing and proposed developments on the City system by removing a portion of the NW corner of the campus from the city

(Exhibit \_\_\_\_\_ "C"). Accordingly the USFBOT and the City agree that there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted USF 2005 Tampa Campus Master Plan Update and to meet the future needs of the University.

provided to maintain the City's adopted level of service standard for recreation and open space.

- 10.6 The USFBOT and the City agree that the following roadway and intersection improvements are necessary to correct deficiencies in levels of service caused by development identified in the adopted USF 2005 Tampa Campus Master Plan Update and in Exhibit "A", or to which development identified in the adopted USF 2005 Tampa Campus Master Plan Update will

the USE numming rates and/or changes to the points of connection to the City's system

11.4 The USFBOT and the City agree that, for all development identified in Exhibit "A", no off-campus solid waste improvements need be assured by the USFBOT to maintain the City's adopted level of service standard for solid waste.

development which remains unbuilt shall remain vested from the City's concurrency

History adopted on December 7, 2006 and Public's "CA" and "A" and "1"

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



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, prescribe by order the contents of this Agreement.

18.0 MONITORING AND OVERSIGHT

18.1 The City may inspect activity on the USF Tampa Campus to verify that the terms of this Agreement are satisfied. Not less than once every 12 months, USF 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.

18.2 The University may inspect development activity by the City to verify that improvements identified in Sections 11.7 of this Agreement and funded by the State University System

By registered or certified mail;

By deposit with an overnight express delivery service.

- 21.2 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.

Steve Daignault  
Public Works and Utilities Administrator  
306 East Jackson Street, 2N  
Tampa, Florida 33602

David Smith  
City Attorney  
315 E. Kennedy Blvd  
Tampa, FL 33602

With a copy to :

**22.0 EXHIBITS AND SCHEDULES**

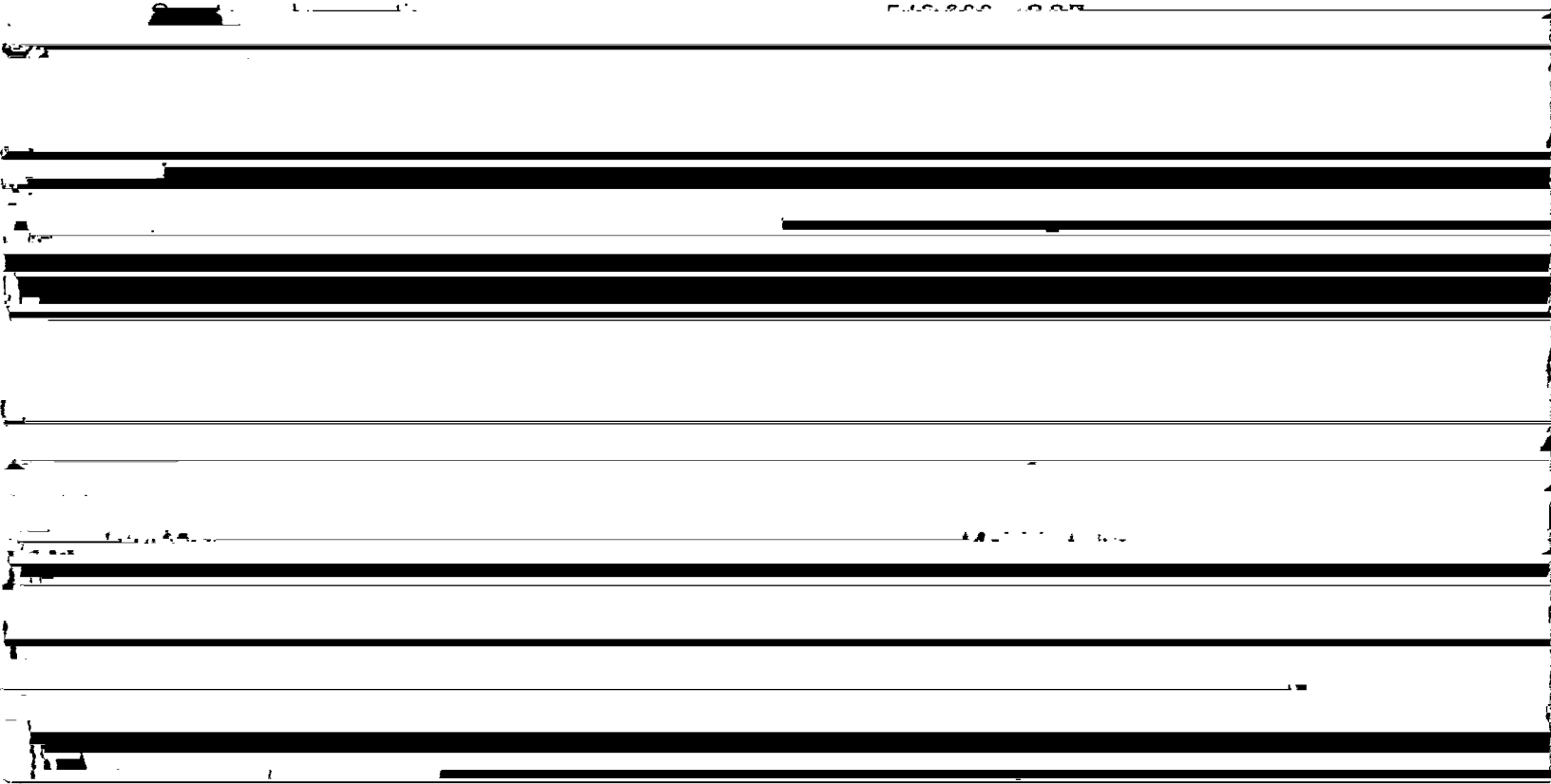
The Exhibits and Schedules to this Agreement consist of the following, all of which are incorporated

[REDACTED]

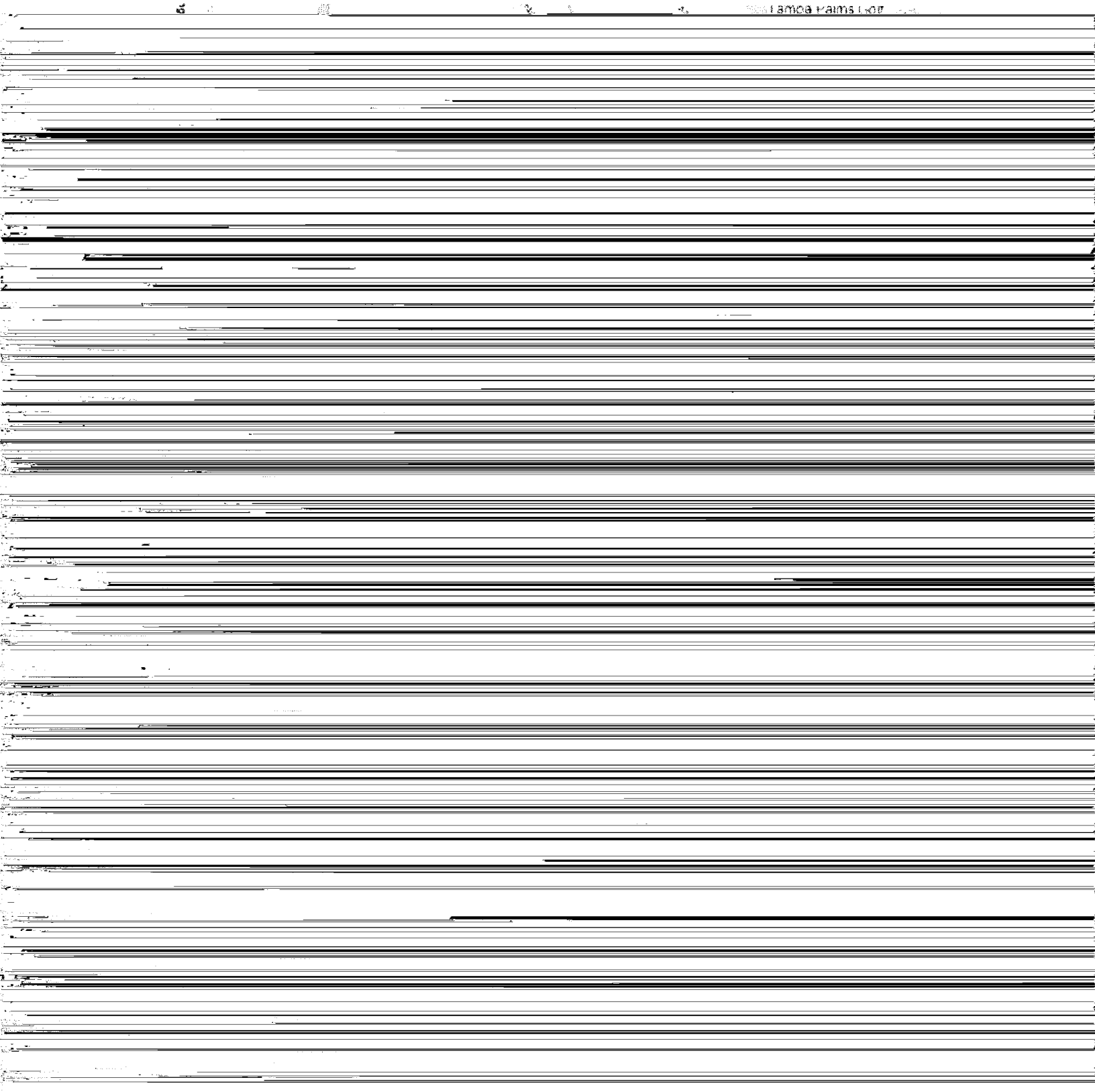


**Exhibit "A"**  
**DEVELOPMENT**  
**AUTHORIZED BY THE**  
**AGREEMENT**  
**2005 USF Tampa Campus**  
**Master Plan**  
**2005-2015**

SPACE TYPE	PROPOSED	
Academic	1,723,269	GSF
Support	683,566	GSF
Parking (in garages net)		11,200 cars
Medical	2,580,384	GSF
Housing		2,526 net beds



# EXHIBIT B



# EXHIBIT C

This area to be disconnected from City of Tampa  
Potable Water Services and served instead by USE

system.

