

BCC Mtg. Date: February 9, 2021

CAMPUS DEVELOPMENT AGREEMENT
BETWEEN THE UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES AND ORANGE COUNTY

THIS AGREEMENT is made and entered into by and between the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, a public body corporate of the State of Florida (herein referred to as the "UCF Board of Trustees"), and **ORANGE COUNTY**, a political subdivision of the State of Florida (herein referred to as the "County").

WITNESSETH:

WHEREAS, the University of Central Florida ("UCF") main campus is considered to be a vital public facility which provides research and educational benefits of statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to Orange County; and

WHEREAS, in recognition of the 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, upon adoption of a campus master plan by the UCF Board of Trustees, and in accordance with the statutory requirements set forth in Section 1013.30, the UCF Board of Trustees and the County are required to enter into a campus development agreement; and

WHEREAS, UCF prepared, and its Board of Trustees adopted, the University of Central Florida 2020-30 Campus Master Plan Update (herein referred to as the "Campus Master Plan") on November 14, 2019, in compliance with the requirements set forth in Subsections 1013.30 (3)-(6) and (9), Florida Statutes; and

WHEREAS, this Campus Development Agreement ("CDA") shall determine the impacts of proposed campus development reasonably expected over the term of the CDA on public facilities and services, including stormwater management, potable water, sanitary sewer, solid waste, parks and recreation, roads, and public transportation; and

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

WHEREAS, this CDA shall determine specific Partnership Projects between the County and the UCF that can reasonably be accomplished over the term of this CDA, to lessen or eliminate deficiencies identified in the Campus Master Plan; and

WHEREAS, this CDA shall identify UCF's "fair share" of the cost of all improvements to

facilities or services which are necessary to eliminate the deficiencies identified in the Campus Master Plan; and

WHEREAS, Orange County Utilities ("OCU") is a department with the County that provides water, wastewater and solid waste services for Orange County.

NOW, THEREFORE, in consideration of the covenants contained herein and the performance thereof, the parties intending to be legally bound 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 "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.

2.2 The term "campus master plan" means a plan that meets the requirements of Subsections 1013.30 (3)-(6), Florida Statutes, specifically the campus master plan update approved by the UCF Board of Trustees on November 14, 2019.

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

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

2.5 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.

2.6 The term "development order" means any order granting, denying, or granting with conditions an application for a development permit.

2.7 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.

2.8 The term "force majeure" means acts of God, earthquakes, blizzards, tornados, hurricanes, fire, flood, sinkholes, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, and compliance with any court order, ruling, or injunction.

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

2.10 The term "state land planning agency" means the Florida Department of Economic Opportunity.

2.11 The term "backlogged facility" means a roadway that is currently operating below its level of service standard, but is not programmed for improvement within three years in the Florida Department of Transportation's Work Program or three years in a local government Transportation Improvement Plan.

3.0 INTENT AND PURPOSE.

3.1 This CDA is intended to determine specific Partnership Projects between the County and UCF to lessen deficiencies identified in the Campus Master Plan. It is the intent of UCF and the County to ensure that adequate public facilities and services, including stormwater management, potable water, sanitary sewer, solid waste, parks and recreation, roads, and public transportation facilities are available and consistent with the Orange County Comprehensive Plan and to address mitigation of proposed campus development reasonably expected over the term of this CDA on such.

3.2 This CDA 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 CDA shall be legally binding and strictly adhered to by UCF and the County.

4.2 UCF represents that it has full power and authority to enter into and perform this CDA, in accordance with its terms and conditions without the consent or approval of any third parties, and this CDA constitutes the valid, binding and enforceable contract of UCF.

4.3 The County represents that it has full power and authority to enter into and perform this CDA, in accordance with its terms and conditions without the consent or approval of any third parties. Further, the County represents that this CDA has been duly authorized by the Board of County Commissioners after the public hearings required by Chapter 1013 of the Florida Statutes have been held, and constitutes a valid, binding and enforceable contract of the County.

4.4 State and regional environmental program requirements shall remain applicable.

4.5 In the event that all or a portion of a project reserving capacity pursuant to this CDA should be destroyed by a fire, storm, or other force majeure, UCF, its grantees, successors and assigns, shall have the right to rebuild and/or repair, and the time periods for performance by UCF shall be automatically extended so long as there is strict compliance with this CDA.

4.6 This CDA 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 CDA that are not contained in or incorporated into this CDA. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.7 Upon execution of this CDA , all campus development identified in **Exhibit "A"** attached hereto and incorporated herein by this reference, may proceed without further review by the County if it is consistent with the terms of this CDA and UCF's adopted Campus Master Plan.

4.8 If any part of this CDA 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 CDA shall not be invalidated thereby and shall be given full force and effect provided that removal of the inapplicable provision(s) does not frustrate or defeat the intent or purpose of any of the remaining provisions.

4.9 The funding of the Partnership Projects listed in this CDA is contingent upon the approval of funds by the Florida Legislature per statutory requirements.

5.0 DURATION OF AGREEMENT. This CDA shall become effective upon execution by both parties and shall remain in effect for five years from the Effective Date, as stated in Section 23.0, unless extended by the mutual consent of UCF and the County, or amended, in accordance with Section 15.0 herein. Upon its Effective Date, this CDA shall supersede and replace any previous Campus Development Agreement between UCF and the County.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT. The real property subject to this CDA and included within is identified in **Exhibit "B,"** attached hereto and incorporated herein by this reference.

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES. The following public facilities and services are available to support development authorized under the terms of this CDA:

7.1 **STORMWATER:** The UCF main campus is comprised of four stormwater management basins:

- Basin #1 consists of approximately 165 acres located within the northwest portion of the campus. Surface water runoff from this basin flows in a northwest direction into Lake Claire, located approximately on the northwest campus boundary. Excess runoff from Lake Claire is directed across McCulloch Road toward the Little Econlockhatchee River.

- Basin #2 consists of approximately 315 acres located within the northeast portion of the campus. Surface water runoff is conveyed in a northeasterly direction across McCulloch Road toward the Little Econlockhatchee River.

- Basin #3 consists of approximately 149 acres located within the southwest portion of the campus, and approximately 38 acres off-campus. A canal, which runs from the west portion of the basin, conveys surface water runoff southward toward an isolated wetland just north of Lake Lee. The remainder of the basin drains in a southerly direction to Lake Lee.

- Basin #4 consists of approximately 568 acres located within the southeast portion of the campus, and approximately 833 acres off-campus. Three stormwater pipe systems and one canal system convey and discharge surface water runoff directly into the large east wetland.

7.2 **POTABLE WATER:** UCF is a water producer regulated by the Florida

Department of Environmental Protection for contaminants and drinking water standards. UCF owns and operates its own raw/potable water treatment and distribution system. UCF's existing well field consists of four wells, which obtain water from the Florida Aquifer. Each well is capable of processing approximately 500 gallons per minute ("GPM"). The wells pump into a storage tank. The distribution system consists of mains, service lines, and laterals to various buildings on the main campus.

(a) UCF also provides potable water services to Siemen's Quadrant I, and has an emergency interconnection to the Orange County Research Development Authority.

(b) OCU provides potable water service to a relatively small portion of the main campus (Academic Villages and the Recreation & Wellness Center) at a firm, fixed capacity of 145,453 gallons per day ("GPD"). Additionally, OCU provides a 24" emergency interconnect for "bona fide emergencies."

7.3 SANITARY SEWER: UCF operates and maintains its own sanitary sewer collection facilities and transportation network comprising basins, lift stations, force mains, gravity lines, pump stations, and appurtenant equipment to collect and transport wastewater to the Iron Bridge Water Pollution Control Facility (Iron Bridge), a regional wastewater treatment plant in Seminole County. UCF has a bulk wholesale agreement to transfer an annual average limit of 1,100,000 GPD of wastewater to Iron Bridge. UCF has an option to purchase up to 1,800,000 GPD of total capacity, until December 31, 2040.

(a) Municipal wastewater services were not available in the early 1980's, and as a result, UCF provides sanitary sewer collection and transportation utility services to Central Florida Research Park (1,200-acre campus), a subsidiary of the Orange County Research Development Authority (1981), and Siemens Quadrangle I (1983).

7.4 SOLID WASTE: UCF provides for the collection of solid waste and recycling through the strategic siting of service areas and solid waste dumpsters. Aluminum, cardboard, glass newspaper, mixed paper, plastics, metal, concrete and mixed construction and demolition debris are recycled. The non-recoverables (materials that are unable to be recycled and materials that people choose not to recycle) are transported by the solid waste contractor to the Orange County Landfill for the term of this CDA.

7.5 RECREATION AND OPEN SPACE FACILITIES: Recreation and open space facilities are provided by UCF. Approximately 109 acres of activity-based recreational facilities (i.e., intramural fields, swimming pools, etc.) are available on the main campus, and approximately 390 acres of resource-based recreational facilities (i.e., open space, conservation areas, etc.) are available. UCF is responsible for the operation and maintenance of all recreation and open space facilities on the main campus.

7.6 TRANSPORTATION: The six (6) main campus entrance roads function as collectors, including Gemini Boulevard North (4 lanes), Centaurus Drive (4 lanes), University Boulevard (6 lanes), Central Florida Boulevard (4 lanes), Orion Boulevard (4 lanes) and Libra Drive (4 lanes). All other roads on campus function as local streets. Off-campus, Alafaya Trail functions as a state principal arterial, University Boulevard as a County minor principal arterial, and McCulloch Road as a County major collector.

7.7 TRANSIT: UCF is presently served by four (4) routes of the LYNX transit

system:

- (a) Link 13 - University of Central Florida;
- (b) Link 104 - Colonial Drive Cross-town;
- (c) Link 434 – UCF, Oviedo, Winter Springs; and
- (d) Knight Lynx Blue (Link 210) – East Orlando

8.0 LEVEL OF SERVICE STANDARDS ESTABLISHED BY THE COUNTY.

8.1 The County has established the following level of service standard for stormwater management facilities:

- (a) Design storm based on 24-hour minimum:

<u>Facility</u>	<u>Design Storm</u>
Bridges	50 year
Canals, ditches, culverts for drainage external to the development	25 year
Crossdrains, storm sewers	10 year
Roadside swales for drainage internal to the development	10 year
Detention basins	25 year
Retention basins (no positive outfall)	100 year

(b) Stormwater management facilities shall be required to retain or detain with filtration the first one-half inch of rainfall on the site, or the runoff generated from the first inch of rainfall on developed sites, whichever is greater.

(c) A detention/retention system shall be required which limits peak discharge of a developed site to the discharge from the site in an undeveloped condition during a 24 hour/25-year frequency storm event.

(d) Prior to development approval, projects shall be required to receive appropriate permits from state agencies to comply with the rules and regulations for stormwater facility design, performance, and discharge.

(e) Discharged stormwater runoff shall not degrade receiving surface water bodies below the minimum conditions established by state water quality standards (Chapters 17-302 and 17-40.420, FAC).

8.2 The County has established a level of service standard for potable water of 275 GPD per equivalent residential unit, when central water service from OCU is required for development.

If the service provider is other than OCU, then the service standard of the appropriate service provider shall be utilized.

8.3 The County has established a level of service standard for sanitary sewer (wastewater) of 225 GPD per equivalent residential unit, when central sewer service from OCU is required for development. If the service provider is other than OCU, then the service standard of the appropriate service provider shall be utilized.

8.4 The County has established a level of service standard for solid waste to maintain a landfill capacity to accommodate solid waste generated at a rate of six (6) pounds per person per day.

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

(a) Publicly-owned, activity-based parks - 1.5 acres per 1,000 population (unincorporated area).

(b) Publicly-owned, resource-based parks - 6.0 acres per 1,000 population (unincorporated area).

8.6 The Orange County Comprehensive Plan establishes the following level of service standards for non-TRIP, non-SIS, and non-FIHS State facilities and County roads:

(a) Roadway levels of service

<u>Type</u>	<u>Rural</u>	<u>Urban</u>
Principal Arterials	D	E
Minor Arterials	D	E
Collectors	D	E

(b) Constrained Facilities

Maintain the operating conditions: the peak hour volume on State roads and County roads should not increase more than an additional ten percent (10%) over the existing traffic volume.

(c) Backlogged Facilities

Maintain and improve the operating conditions: the peak hour volume on State roads and County roads should not increase more than an additional ten percent (10%) over the existing traffic volume.

9.0 FINANCIAL ARRANGEMENTS BETWEEN UCF AND SERVICE PROVIDERS. UCF 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 main campus:

9.1 No financial arrangements exist with the County or any other entity for the provision of stormwater management facilities or services to the campus.

9.2 Financial arrangements exist with the County or other entities for the provision of potable water facilities or services to the campus.

(a) Although UCF operates and maintains its own potable water distribution system that serves most of the main campus, UCF is also connected to the OCU system for water supply that feeds the Academic Villages and the Recreation and Wellness Center.

9.3 Financial arrangements exist with the County or other entities for the provision of sanitary sewer facilities or services to the campus.

(a) UCF pumps all campus wastewater to the Iron Bridge Water Pollution Control Facility.

9.4 Financial arrangements exist with the County or other entities for the provision of solid waste facilities or services to the campus.

(a) UCF Facilities Operations contracts to sell E-waste and metal scrap, to dispose of tires, and to collect and dispose of on-campus solid waste.

9.5 Financial arrangements exist with the County or other entities for the provision of open space or recreation facilities or services to the campus.

(a) UCF Athletics Association, Intramural Sports, Education, and Sport Clubs utilize non-university owned/managed facilities for golf, tennis, and bowling.

9.6 Financial arrangements exist with the County or other entities for the provision of transportation facilities or services to the campus.

(a) UCF contracts for student transportation, including fixed route services, trained drivers, and a fleet of alternative-fuel buses built specifically for UCF.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES.

10.1 UCF and the County concur with the data, analysis, and conclusions contained in the Campus Master Plan, with regard to the impacts of development proposed in the Campus Master Plan on public stormwater management facilities. UCF and the County agree that development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public stormwater management facilities below the level of service standards adopted by the County.

10.2 UCF and the County concur with the data, analysis, and conclusions contained in the Campus Master Plan with regard to the impacts of development proposed in the Campus Master Plan on public potable water facilities. UCF and the County agree that, since UCF owns and operates

its own potable water treatment and distribution system, development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public potable water facilities below the level of service standards adopted by the County.

(a) UCF's potable water system is approaching capacity of the Consumptive Use Permit ("CUP") allocation, of 256.5 million gallons per year, regulated by the St. John's River Water Management District.

10.3 UCF and the County concur with the data, analysis, and conclusions contained in the Campus Master Plan with regard to the impacts of development proposed in the Campus Master Plan on public sanitary sewer facilities. UCF and the County agree that, since UCF utilizes the Iron Bridge Water Pollution Control Facility for all campus effluent treatment, development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the County.

10.4 UCF and the County concur with the data, analysis, and conclusions contained in the Campus Master Plan with regard to the impacts of development proposed in the Campus Master Plan on public solid waste facilities. UCF and the County agree that development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public solid waste facilities below the level of service standards adopted by the County.

10.5 UCF and the County concur with the data, analysis, and conclusions contained in the Campus Master Plan with regard to the impacts of development proposed in the Campus Master Plan on public open space and recreation facilities. UCF and the County agree that development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the County.

10.6 UCF and the County agree that the development identified in the adopted Campus Master Plan and in **Exhibit "A"** will further define backlog conditions. The transportation analysis period of Year 2020-2030 roadways¹ revealed the following five (5) off-campus roadway segments operating below the level of service standards adopted by the County, with or without the development identified in the adopted Campus Master Plan:

- (a) Alafaya Trail (SR 434), from E. Colonial Drive (SR50) to Science Drive;
- (b) Alafaya Trail (SR 434), from Science Drive to University Boulevard;
- (c) Lake Pickett Road, from Percival Road to S. Tanner Road;
- (d) McCulloch Road, from Lockwood Boulevard to Old Lockwood; and
- (e) University Boulevard, from Rouse Road to Alafaya Trail (SR 434).

10.7 UCF and the County concur with the data, analysis, and conclusions contained in the Campus Master Plan with regards to the impacts of development proposed in the Campus Master Plan on public transportation facilities. UCF and the County agree that development proposed in the adopted Campus Master Plan should not degrade the operating conditions for public transportation

¹ See UCF 2020-30 Campus Master Plan, element 6.0 Transportation, for the referenced transportation analysis.

facilities below the level of service standards adopted by the County.

11.0 IMPROVEMENTS TO ELIMINATE DEFICIENCIES. UCF has implemented an internal Concurrency Review Process for all new capital projects to assure that all needed facilities and services are available.² In order to satisfy the requirements contained in Subsection 1013.30(13), Florida Statutes, the following are identified:

11.1 STORMWATER: UCF and the County agree that there is sufficient stormwater management facility capacity, or the ability to expand capacity, to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of UCF for the duration of this CDA. UCF and the County further agree that no stormwater management improvements need be provided by UCF, unless identified during the Concurrency Review Process (e.g., existing facilities to be analyzed as projects are implemented to determine the need to upgrade the system by expanding or adding stormwater ponds, etc.).

11.2 POTABLE WATER: UCF and the County agree that UCF will assure the provision of sufficient potable water facility capacity to accommodate the impacts of any individual project developed from those proposed in the adopted Campus Master Plan and to meet the future needs of UCF for the duration of this CDA.

(a) UCF will pursue modification of its existing CUP to increase the allocation, as needed, to assure the provision of sufficient potable water capacity to accommodate the impacts of any individual project and to meet the needs of UCF for the duration of this CDA.

(b) UCF agrees to work in partnership with OCU to evaluate the feasibility under OCU's current CUP, as well as the logistics and costs (initial cost of infrastructure and ongoing cost of water) to determine OCU's ability to supply the Kenneth G. Dixon Athletics Village with potable water.

1) OCU will evaluate the ability to provide additional water supply but will not be obligated to do so.

(c) UCF and the County agree that potable water improvements need to be provided by UCF, including those stated here:

1) UCF has committed to wise-water use strategies that include conservation and water-efficiency. Since 2015, the following initiatives have been in place:

- All new development that creates additional water demand is required to meet UCF's LEED green building requirements. These buildings are using 30-40% less water than a code-compliant building
- Ongoing conversion of all E&G lavatory fixture faucets to EPA 0.5 GPM Watersense Label touchless fixtures.
- District Energy Plant IV - Converted condenser water

² State, County, and UCF Concurrency requirements are defined in the UCF 2020-30 CAMPUS MASTER PLAN, Chapter 1.0 INTRODUCTION, page 6.

make up from a potable to a reclaimed supply source. Investment \$580,787.

- District Energy Plant II - Converted cooling tower 7 make up water from a potable to a reclaimed supply source. Investment \$10,300.
- UCF will continue to evaluate reclaimed water use for irrigation and non-potable water uses.
- UCF will continue to develop a water conservation plan that targets short-term and long-term water use reductions and efficiencies.

11.3 SANITARY SEWER: UCF and the County agree that UCF will ensure that sufficient sanitary sewer facility capacity exists to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the needs of UCF for the duration of this CDA. UCF and the County further agree that sanitary sewer improvements need be provided by UCF, other than those identified during the Concurrency Review Process (e.g., existing lift stations, etc., will be analyzed as projects are implemented to determine the need to upgrade the system to ensure sanitary sewer capacity is adequate).

(a) UCF will collaborate with OCU to evaluate the purchase of additional wastewater capacity in the Iron Bridge Water Pollution Control Facility from OCU, as needed.

11.4 SOLID WASTE: UCF and the County agree that sufficient solid waste facility capacity exists to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of UCF for the duration of this CDA. UCF and the County further agree that no solid waste improvements need be provided by UCF.

(a) To ensure utilization of solid waste facility disposal capacity, UCF agrees in future contracts to consider requiring waste haulers and contractors to utilize the Orange County Landfill and Recycling Facility.

(b) UCF and the County further agree to discuss solid waste long-term needs for proper planning of solid waste facilities.

11.5 OPEN SPACE AND RECREATION: UCF and the County agree that sufficient open space and recreation facility capacity exists to accommodate the impacts of development proposed in the adopted Campus Master Plan and to meet the future needs of UCF for the duration of this CDA. UCF and the County further agree that no open space and recreation improvements need be provided by UCF.

11.6 TRANSPORTATION: UCF and the County agree that deficiencies exist in the transportation systems as indicated in the Campus Master Plan.

(a) UCF and the County agree on the following Partnership Projects to improve the transportation deficiencies outlined in the Campus Master Plan:

- 1) Working in partnership to facilitate pedestrian safety

improvements to the McCulloch Road corridor.

- The County has initiated a Roadway Conceptual Analysis (“RCA”) to evaluate the potential widening of McCulloch Road (two lanes to four lanes) from Orion/Lockwood Boulevards to North Tanner Road.
- The County will work with Seminole County regarding the addition of roadway lighting along the north (westbound) lane of McCulloch Road in Seminole County.
- The County will collaborate with UCF and Seminole County in investigating the planning and funding of a mid-block crossing at Northgate Circle (serving Northgate Lakes apartments). The crossing would be controlled by a pedestrian-operated traffic signal, as determined during engineering and design review.
- Although existing UCF easements to the County³ should be sufficient for the proposed upgrades to the McCulloch Road corridor, UCF will work with the County, as needed, to provide any temporary construction easements required to support these improvements (Value to be determined).
- The County will initiate the Northeast Orange County Area Study (“NEOCATS”) to evaluate and identify increasing mobility needs in east Orange County and to identify projects that will improve network connectivity and provide relief to constrained corridors. The study area encompasses the UCF main campus.

2) UCF will investigate the planning and funding of an on-campus walkway leading from West Plaza Drive to the mid-block crossing at McCulloch and Northgate Circle (Dollar amount to be determined; with such work to be completed concurrent to the completion of the midblock crossing).

(b) UCF will develop an on-campus bicycle pathway through the UCF Campus, linking the existing trail systems of Orange County and Seminole County. Completion will be coordinated with bike path improvements by Orange County and Seminole County (Dollar amount to be determined; dependent upon the County and UCF working in partnership to acquire federal, state, or other funding for adding, improving, and linking the bicycle trail systems.) Moreover, UCF and the County will work together on the 2020-2021 Orange County Trails Master Plan in evaluating connectivity between UCF’s main campus and existing and future trails in the vicinity of UCF’s main campus, as depicted in **Exhibit “C,”** attached hereto and incorporated herein by this reference.

³ Easements to the County along McCulloch Road include a 1990 Roadway and Drainage Easement 28329 and a 2002 Water Main Easement 30952.

(c) The County and UCF will work in partnership to coordinate the performance of traffic counts on the backlogged roads identified in Subsection 10.6, as follows:

1) UCF will perform traffic counts within the context area concurrently with UCF Campus Master Plan updates.

- UCF has shared the 2019 traffic count in element 6.0 Transportation, Figure 6.0-14 of the published 2020-30 Campus Master Plan at www.fp.ucf.edu/planning.
- UCF will perform another traffic count in 2024 for the 2025-35 Campus Master Plan, and share it in the same manner.

2) The County will perform annual traffic counts on off-campus backlogged roads, if needed in intervening years.

11.7 UCF and the County agree that the following Partnership Projects are underway to improve the road deficiencies outlined in the 2015-25 Campus Master Plan. All improvements will be funded and/or completed no later than the dates/phases/events indicated.

(a) Participating in a University Area Pedestrian Safety Study, with UCF undertaking the following:

1) UCF will provide ~2.87 acres to amend two existing FDOT easements along Alafaya Trail in support of the pedestrian safety projects listed below. (Actual Value has been estimated at approximately \$840,000, based on the value per acre established in 2016.)

- UCF has provided this easement acreage in excess of the ~0.98 acres agreed in the 2016 CDA, Subsection 11.6(a)(1), which read: “provide 5 feet of right-of-way beyond the FDOT right-of-way (Actual value, based on 8,606 linear feet, is \$286,867; agreement to be in place no later than completion of the County’s capital improvement design)”

2) The County will design, construct, and fund the installation of two (2) recommended mid-block crossings, each controlled by a traffic signal, Pedestrian Hybrid Beacon, or Rectangular Rapid Flashing Beacon, as appropriate (subject to engineering and design review), one at Alafaya Trail near Salon Drive, and one at University Boulevard at Turbine Drive. UCF will provide funding to support this project. (Actual, not to exceed \$517,000; to be funded upon completion of the County’s capital improvement design);

- June 24, 2020 email: “the County has received the payment [\$517,000 from UCF] and has deposited the funds in an account specifically related to the improvements detailed in the CDA.”

3) The County will design, construct, and fund signalization changes at University Boulevard and Alafaya Trail. UCF will provide funding to support this project. (Actual, not to exceed \$100,000; to be funded upon completion of the County's capital improvement design);

- June 24, 2020 email: "the County has received the payment [\$100,000 from UCF] and has deposited the funds in an account specifically related to the improvements detailed in the CDA."

4) UCF will work with Duke Energy and the FDOT to install pedestrian-scale lighting within the right-of-way on UCF property along the UCF side of Alafaya Trail. (Actual, not to exceed \$75,000; to be funded upon completion of installation, as invoiced to UCF by Duke Energy);

5) UCF will pay monthly rental to Duke Energy for maintenance and utilities of pedestrian lighting along the UCF side of Alafaya Trail (Actual, not to exceed \$25,000/year; to be funded yearly, as invoiced to UCF by Duke Energy);

6) UCF will provide way-finding and signage on Alafaya Trail and University Boulevard that UCF determines to be desirable for branding and that the County and FDOT approve for content and stylization. (Dollar amount to be determined, actual, not to exceed \$50,000; to be funded upon completion of the County's capital improvement design).

11.8 UCF and the County agree that the following Partnership Projects have already been completed by UCF, to improve previously identified road deficiencies:

(a) Participating in a University Area Pedestrian Safety Study.

1) UCF, the County, and FDOT participated in a safety study, resulting in the "Alafaya Trail Pedestrian Safety Project."

(b) Developing and providing Educational Programs related to pedestrian safety.

1) The UCF Police Department presents educational programs on pedestrian safety and other safety topics at Spring and Fall Orientations.

- In the 2019-2020 academic calendar, the UCF Police Department conducted 110 new student orientations, and 55 tabling events covering pedestrian safety and traffic laws, reaching over 15,000 students.

(c) Developing and implementing a comprehensive Way Finding Signage Plan for the UCF Campus.

1) A comprehensive wayfinding signage plan was designed and implemented throughout the UCF main campus in 2016-2017.

(d) Conducting a study to determine the desirability of providing on-campus

housing or additional online courses for at least 80% of FTIC students by 2020.

1) The 2020-30 Campus Master Plan identified a 1,375 bed deficit based on a revised goal of serving 75% FTIC and 50% second-year students.

- UCF Housing & Residence Life is developing a *Housing Master Plan* that “delve(s) into the university’s specific needs regarding additional housing for students based on priority;” to guide UCF’s efforts to provide on-campus housing to alleviate the deficit.
- No increase needs to be made to UCF’s robust online education program in order to alleviate the housing deficit.

(e) Widening Libra Drive from Gemini Boulevard South to the border of the Central Florida Research Park (“Research Park”) and working with the Research Park and other entities to promote widening of Discovery Drive to take some of the burden off of backlogged roads near UCF.

1) UCF improved Libra Drive in 2016.

2) The Research Park is investigating making improvements to Discovery Drive.

12.0 “FAIR SHARE” OF COST FOR MEASURES TO ELIMINATE DEFICIENCIES. UCF Board of Trustees’ fair share of the costs of off-campus improvements to public facilities and services necessary to support the development identified in **Exhibit "A"** are identified below. Funds provided by UCF are subject to appropriation by the Legislature, pursuant to Section 1013.30(13)(f), Florida Statutes.

12.1 UCF and the County agree that no stormwater management improvements need be financially assured by UCF, except as stated in Subsection 11.1 of this CDA.

12.2 UCF and the County agree that no potable water improvements need be financially assured by UCF, except as stated in Subsection 11.2.

12.3 UCF and the County agree that no sanitary sewer improvements need be financially assured by UCF, except as stated in Subsection 11.3.

12.4 UCF and the County agree that no solid waste improvements need be financially assured by UCF.

12.5 UCF and the County agree that no parks and recreation improvements need be financially assured by UCF.

12.6 UCF and the County agree that UCF shall bear the costs of the measures agreed upon in Subsections 11.6 and 11.7.

12.7 UCF and the County agree that no public transportation improvements need be financially assured by UCF.

13.0 CAPACITY RESERVATION FOR DEVELOPMENT.

13.1 UCF is reserving capacity pursuant to this CDA. The development for which capacity is reserved is identified in element 10.0 Capital Improvements & Implementation (2020-30 Campus Master Plan).

13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in element 2.0 Future Land Use & Urban Design (2020-30 Campus Master Plan).

13.3 The County agrees to reserve present and planned capacity of the public facilities and services necessary to support the development identified in Section 11.0 and **Exhibit "A"** for the duration of this CDA. UCF shall comply with all the terms and conditions of this CDA and provide financial assurances as set forth in Section 12.0 of this CDA.

13.4 The County acknowledges that subsequent development projects may reserve capacity of public facilities in the same geographic area identified in **Exhibit "B."** The County also acknowledges that this shall in no way necessitate the construction of additional capital facility improvements by UCF to meet concurrency requirements and/or to prevent development identified in the UCF adopted Campus Master Plan from going forward in accordance with its timetable of development.

14.0 APPLICABLE LAWS.

14.1 The state law and policies regarding concurrency and concurrency implementation governing this CDA shall be those laws and policies in effect at the time of approval of this CDA.

14.2 If state or federal laws are enacted after approval of this CDA, which are applicable to or preclude either party's compliance with the terms and conditions of this CDA, this CDA 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 CDA may be amended in conjunction with any amendment to the 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 ten percent (10%); decreases the amount of natural areas, open spaces, or buffers on the campus by more than ten percent (10%); or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than ten percent (10%) on a road or on another public facility or service provided or maintained by the state, the County, or any affected local government.

15.2 This CDA may be amended in conjunction with the five-year campus master plan update, as required by Subsection 1013.30 (3), Florida Statutes.

15.3 In the event of a dispute arising from the implementation of this CDA, both parties shall resolve the dispute in accordance with the dispute resolution requirements set forth in Section 18.0 herein.

15.4 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 21.0 herein.

15.5 It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this CDA shall be effective unless contained in a written document approved and executed by all the parties hereto.

15.6 This CDA may be amended if either party delays, by more than 12 months, the construction of a capital improvement identified herein.

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS. The County finds that this CDA and the proposed development and capacity reservations provided for herein are consistent with the Orange County Comprehensive Plan.

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

18.0 DISPUTE RESOLUTION.

18.1 In the event of a dispute arising from the implementation of this CDA, each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.

18.2 Each party shall be responsible for all costs and fees payable to the mediator selected by it and shall equally bear responsibility for the costs and fees payable to the third mediator for services rendered and costs expended in connection with resolving issues in dispute.

18.3 Within 10 days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within 60 days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.

18.4 If either UCF or the County rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the State land planning agency which, pursuant to Subsection 1013.30(16), Florida Statutes, has 60 days to hold informal hearings and resolve the matter by final order.

19.0 MONITORING AND OVERSIGHT.

19.1 The County and UCF may jointly inspect related activity on the UCF campus to verify that the terms of this CDA are being satisfied. Not less than once every 12 months, the County shall review said activity to determine if there has been demonstrated good faith compliance with the terms of this CDA.

19.2 If either party finds that there has been a failure to comply with the terms of this CDA, 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 herein.

20.0 FORWARDING A COPY OF THIS AGREEMENT. Pursuant to Section 1013.30(14), Florida Statutes, a copy of the fully executed CDA shall be forwarded to the state land planning agency by UCF within 14 days after the Effective Date of this CDA.

21.0 NOTICES.

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

- By personal service or delivery;
- By registered or certified mail; or
- 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.

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

Jerry L. Demings, Orange County Mayor
201 South Rosalind Avenue
Orlando, Florida 32801

With copies to:

County Administrator
201 South Rosalind Avenue
Orlando, Florida 32801
Attention: Deputy County Administrator

Public Works Department
4200 South John Young Parkway
Orlando, Florida 32939-9205
Attention: Director

Orange County Utilities
9150 Curry Ford Road
Orlando, Florida 32825
Attention: Director

Transportation Planning Division
4200 South John Young Parkway
Orlando, Florida 32939-9205
Attention: Manager

The address of UCF shall be:

University of Central Florida
Division of Administrative Affairs
Office of the Vice President
Post Office Box 160020
Orlando, Florida 32816-0020
Attention: Ms. Misty Shepherd, Interim Vice President Operations

With a copy to:

Facilities Planning and Construction
University of Central Florida P.O. Box 163020
Orlando, FL 32816-3020
Attention: Mr. Bill Martin, Senior Director, Facilities Planning &
Construction

22.0 EXHIBITS. The Exhibits to this CDA consist of the following, all of which are incorporated into and form a part of this CDA:

Exhibit "A" - Development authorized by this CDA and for which capacity is reserved; and

Exhibit "B" - Geographic area covered by this CDA.

Exhibit "C" – UCF/East Orange County Potential Trail System.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

23.0 EFFECTIVE DATE. This CDA shall become effective upon the date of execution by UCF or the date of execution by the County, whichever date is later.

IN WITNESS THEREOF, the parties have set their hands and seals on the day and year indicated.

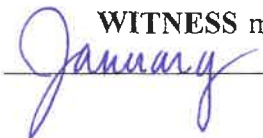
Signed, sealed and delivered in the presence of:

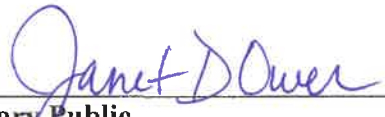
**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**

By: 
Alexander Cartwright
President, University of Central Florida

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the University of Central Florida aforesaid and in the County aforesaid to take acknowledgements, appeared Dr. Alexander Cartwright, President, University of Central Florida, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed, for the purposes therein mentioned.

 **WITNESS** my hand and official seal in the County and State last aforesaid this 15th day of January, 2021.


Notary Public
My Commission expires:



On 12.3.20, the UCF 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 Central Florida, Dr. Alexander Cartwright.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: FEB 09 2021, 2021

ATTEST: Phil Diamond, County Comptroller
As Clerk of the Board of County Commissioners

By: *Phil Diamond*
Deputy Clerk



Exhibit "A"

Development Authorized by this CDA and for which Capacity is Reserved.
Source: 2020-30 UCF Campus Master Plan, 10-year Schedule of Capital Projects (SCP)

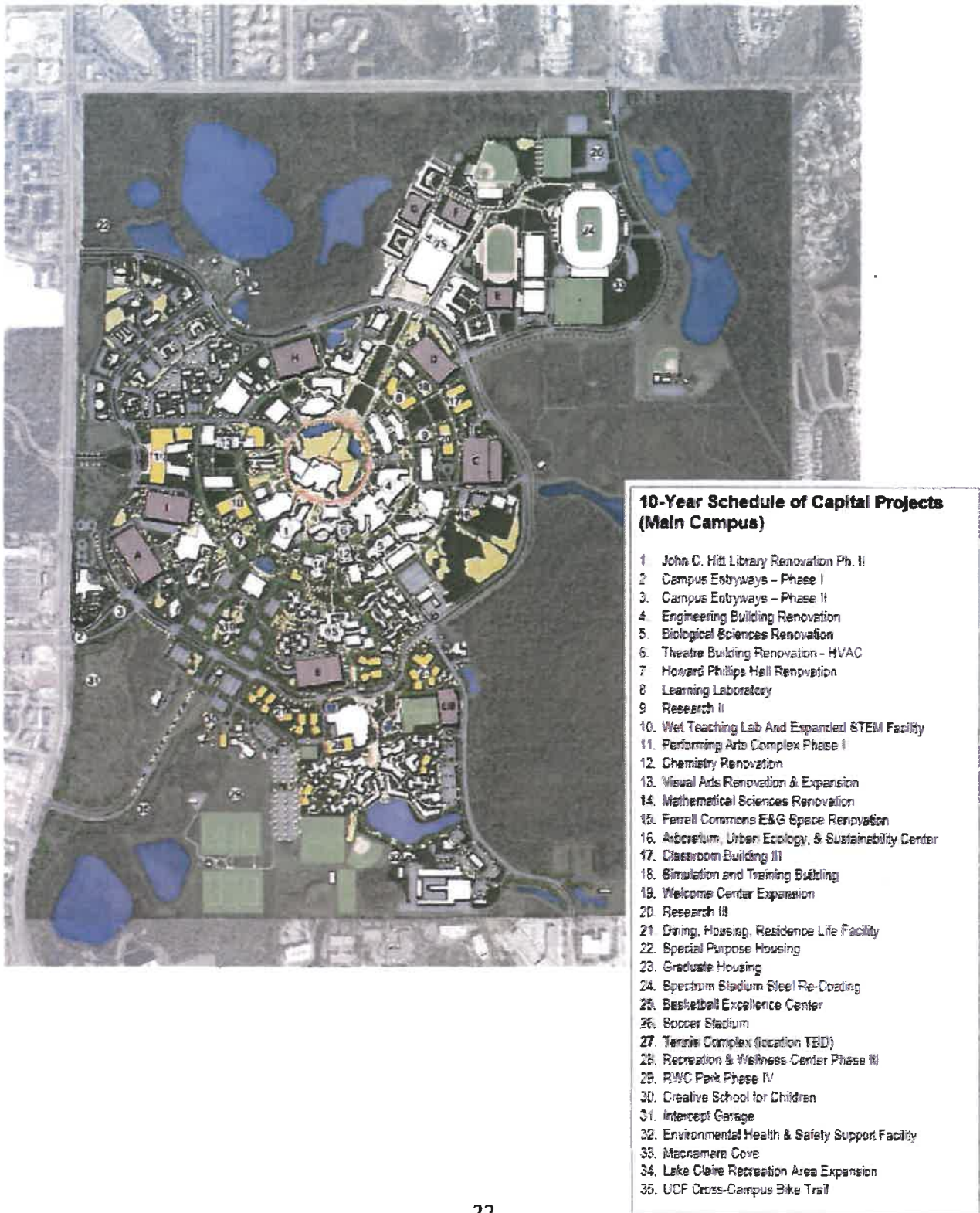


Exhibit "B"

Geographic Area covered by this CDA

Source: Context Area Map, 2020-30 UCF Campus Master Plan



LEGEND

-  CONTEXT AREA
-  COUNTY LINE
-  UCF CAMPUS BOUNDARY

UCF/East Orange County Potential Trail System

