

**CAMPUS DEVELOPMENT AGREEMENT**

THIS CAMPUS DEVELOPMENT AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between **NEW COLLEGE OF FLORIDA** ("New College"); and the **CITY OF SARASOTA**, a municipal corporation of the State of Florida (the "City").

**WITNESSETH:**

WHEREAS, New College 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 the City of Sarasota, and

WHEREAS, in recognition of this unique relationship between university campuses 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 City and the University of South Florida previously entered into a campus development agreement on June 23, 2000, which agreement approved 152,800 gross square feet of academic, support and housing development, and

WHEREAS, New College is now an independent University within the Florida State University System, and

WHEREAS, the City and New College as successor to the University of South Florida extended the term of the campus development agreement in 2005, and

WHEREAS, the University of South Florida no longer shares New College's campus and has now relocated away from the New College campus. This relocation resulted in a dramatic reduction in the number of students occupying the New College Campus equal to approximately 1,700 students (i.e., two-thirds of the total combined USF/New College student body for the 2005-2006 year), and

WHEREAS, the City and New College entered into a campus development agreement on June 28, 2013, and

WHEREAS, New College has prepared and adopted a campus master plan for New College (the "Campus Master Plan") in compliance with the requirements set forth in Sections 1013.30(3)-(6), Florida Statutes, and

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

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

WHEREAS, the Campus Master Plan largely anticipates future growth on the campus to consist of absorbing and reusing existing development on the campus previously occupied by the University of South Florida, and

WHEREAS, Policy 15.1.5 of the Campus Master Plan requires new buildings be designed to conform to LEED Silver Standards, Florida Green Building and other standards; and

WHEREAS, this Agreement shall identify any deficiencies in public facilities and services which the proposed campus development will create, and

WHEREAS, this Agreement shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies, and

WHEREAS, this Agreement shall identify New College'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 mutual terms, covenants and conditions contained herein, it is mutually agreed as follows:

- A. **Recitations.** The foregoing recitals are true and correct and are incorporated herein by reference.
- B. **Purpose.** The purpose of this Agreement is to address concurrency implementation and the mitigation of impacts reasonably expected over the term of this Agreement and to meet the requirements of Section 1013.30(10), Florida Statutes. It is the intent of the parties to ensure that adequate potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, roads, and public transportation facilities and services are available for new development consistent with the LOS standards for these facilities as adopted in the Sarasota City Plan.
- C. **Definitions of Terms.**
  1. The term "Administration Commission" means that entity created pursuant to Section 14.202, Florida Statutes.
  2. The term "affected person" means a host local government; an affected local government; any state, regional or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government.
  3. The term "aggrieved or adversely affected person" means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.
  4. The term "Campus Master Plan" means the New College Campus Master Plan, which was prepared and adopted consistent with the requirements of Subsections 1013.30 (3)-(6), Florida Statutes, including existing and proposed development, and which is attached hereto as Exhibit "A".
  5. The term "comprehensive plan" means the Sarasota City Plan, which was prepared and adopted consistent with the requirements of Subsections 163.3177 and 163.3187, Florida Statutes.
  6. The term "concurrency" means that public facilities and services needed to support development are available when the impacts of such development occur.

7. The term "development" means the carrying out of any building activity, or the making of any material change in the use or appearance of any structure or land or the subdivision of land.
8. The term "development order" means any order granting, denying or granting with conditions an application for a development permit.
9. The term "development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
10. The term "force majeure" means acts of God, earthquakes, blizzards, tornadoes, hurricanes, fire, flood, sinkholes, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions, epidemics, or compliance with any court order, ruling, or injunction.
11. The term "public facilities and services" means potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, roads, and public transportation facilities.
12. The term "state land planning agency" means the Department of Economic Opportunity.

D. General Conditions.

1. The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by New College and the City.
2. New College 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 New College.
3. The City represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the City represents that this Agreement has been duly authorized by the City and constitutes a valid, binding and enforceable contract of the City having been approved by the City and having been the subject of one or more duly noticed public hearings as required by law; and does not violate any other Agreement to which the City is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the City is subject.
4. Except as specifically referenced herein, no development permits, development orders, or development approval shall be required from the City for construction projects described in Tables III and IV of the Levels of Service Analyses (Revised) In Support Of An Updated Campus Development Agreement Dated October 3, 2016 attached hereto as Exhibit "B" ("Concurrency Analysis"). Upon execution of this Agreement, all campus development identified in Exhibit "B" may proceed without further review by the City if it is consistent with the terms of this Agreement. State and regional environmental program requirements shall remain applicable, except that all other sections of Part II of Chapter 163, Florida Statutes, and Section 380.06, Florida Statutes, are superseded as expressly provided in Section 1013.30, Florida Statutes. New College and the City's Utilities Department shall cooperate with regard to the provision of utilities. New College shall demonstrate to the City that any work or connection to any City's utility mains is consistent with generally accepted

utilities connection and construction standards.

5. In the event that all or a portion of the development depicted within the Campus Master Plan that is vested from the City's concurrency requirements shall be destroyed by fire, storm or other force majeure, New College, its grantees, successors and assigns shall have the right to rebuild or repair.
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. Notwithstanding this paragraph, the parties acknowledge that the adopted New College Campus Master Plan, as amended, and various interlocal agreements, none of which is incorporated into this Agreement, may be related to the same topics that are the subject matter of this Agreement. This Agreement is supplemental to those documents, and is not intended to replace them in any manner.

E. **Geographic Area Covered By this Agreement.** The real property subject to this Agreement and included within it is identified in Exhibit "C," the New College Campus, attached hereto and incorporated herein by this reference.

F. **Description of Public Facilities and Services.**

1. New College is primarily served by three roads: Bay Shore Road, U.S. 41 (Tamiami Trail) and University Parkway. U.S. 41 is a 4-lane Major Arterial and University Parkway is a 4-lane Interstate Connector. These two roadways are on the City Thoroughfare Plan. Other on-campus roadways have not been functionally classified.
2. Sanitary sewer or wastewater service is provided by New College through its private sanitary systems and the City's existing public sanitary systems. New College and the City agree that there exists sufficient sanitary sewer/wastewater capacity to serve the presently- served portions of the New College campus.
3. The City currently provides solid waste collection and disposal services to the New College Campus. New College and the City agree that there exists sufficient solid waste capacity to serve the presently-served portions of the New College campus.
4. The New College campus is located adjacent to the Whitaker Bayou Sarasota County Drainage Basin. West campus drainage and drainage from the Caples campus area currently outfalls to Sarasota Bay. The current stormwater infrastructure in these two areas consists of surface water ponds, swales, and underground storm drains. Central campus drainage outfalls to the U.S. 41 storm sewer system. The current Central campus stormwater infrastructure consists of surface water ponds, drainage ditches, and underground storm drains. East campus drainage outfalls to a stormwater pond within the Sarasota-Bradenton Airport. The current East campus stormwater infrastructure consists of drainage ditches and underground storm drains.
5. Potable water is provided by the City through the existing distribution system. New College and the City agree that there exists sufficient potable water capacity to serve the presently-served portions of the New College campus.

6. New College currently provides an Athletic Area, extensive lawns, multi-use paths, trails, and other high-quality open space areas to serve on-campus recreation needs, including the Uplands Shoreline Area, the West campus Regenerative Area, and the West campus Waterfront Area. New College and the City agree that there exists sufficient park and recreation area on the New College campus to serve the on-campus residents' needs.
7. Both U.S. 41 and University Parkway are transit corridors with Sarasota County Area Transit ("SCAT") bus routes. SCAT Route 99 travels along U.S. 41, turns down Ringling Plaza to Bay Shore Road and runs along Bay Shore Road to General Spaatz Boulevard with a scheduled stop on Bay Shore Road adjacent to the main crosswalk between New College's Central and West Campuses. SCAT Routes 2 and 15 run along University Parkway to the Sarasota-Bradenton Airport. SCAT Route 99 has a stop at the Ringling Museum with a bus stopping each direction approximately every half an hour between 5 a.m. and 7 p.m. Monday through Saturday. New College acknowledges that the City is engaging in a Bus Rapid Transit ("BRT") augmentation planning process and will encourage the New College community to participate in that planning process.

**G. Level of Service Standards.**

1. The City lists U.S. 41 as a Major Arterial with an adopted Level-of-Service ("LOS") D. U.S. 41 is currently operating at LOS C from University Parkway to Myrtle Street and at LOS C from University Parkway north to the City line. The City lists University Parkway as an Interstate Connector with an adopted LOS D. University Parkway is currently operating at LOS C from U.S. 41 east to the City line. University Parkway is projected to operate at LOS C by 2020. To meet concurrency in the City, new development on roads meeting their LOS standards must demonstrate it will not degrade the roads' LOS below the adopted LOS had the road been operating at the adopted LOS. The City may use multimodal improvements, Transportation Systems Management, or Transportation Demand Management measures to remedy existing and projected LOS deficiencies. Multimodal improvements may include, but are not limited to, crosswalks, wider sidewalks, on-street parking, bus turnouts, bicycle lanes, multi-use trails, traffic calming, raised medians, intersection bulb-outs, and secure bicycle parking.
  2. The City has a sanitary sewer LOS of 200 gallons per day of treatment capacity per equivalent residential unit (ERU). The City is pursuing eliminating septic systems in the City, taking into consideration the benefit of doing so on a case-by-case basis.
  3. The City has a solid waste LOS of 6.9 pounds of waste per day per capita. The City also continues to investigate alternative methods of disposal such as recycling.
  4. The City has a minimum drainage design LOS C (street and yard flooding only) during the 25 year/24 hour design storm event.
  5. The City has a potable water LOS of 200 gallons per day of treatment capacity per ERU.
  6. The City has a parks and recreation LOS of 10 acres per 1,000 resident population.
  7. Both U.S. 41 and University Parkway are mapped as transit corridors. The City has established improvement of transit service, as measured by vehicle revenue hours, as the transit LOS. Additionally, the City requires development on transit corridors to dedicate an easement to SCAT for public transit use. The easement must be of a sufficient size to provide, at a minimum, a concrete pad.
- H. **Existing Financial Arrangements.** The City provides New College with potable water, sanitary sewer/wastewater and solid waste disposal services according to general customer rates established by the City.

**I. Impacts, Improvements, and Financial Assurances.**

1. As demonstrated in the Concurrency Analysis Report attached hereto as Exhibit "B", new development on the New College campus consistent with the Campus Master Plan will not degrade the existing LOS on adjacent or impacted roadways because, due to the relocation of the University of South Florida, New College's projected build out over the term of this Agreement remains under the number of previously vested trips. New College and the City therefore agree that no off-campus road improvements are necessary to maintain the City's adopted LOS for transportation.
2. As demonstrated in the Concurrency Analysis, new development on the New College campus consistent with the Campus Master Plan will not degrade the existing sanitary sewer/wastewater LOS. There is sufficient capacity in the existing collection system to continue service to New College for the 50-year long range scenario of the Campus Master Plan. New College and the City therefore agree that no off campus sanitary sewer/wastewater improvements are necessary to maintain the City's adopted LOS for sanitary sewer/wastewater. The City and New College shall review sanitary sewer/wastewater infrastructure in connection with new building design and construction.
  - As demonstrated in the Concurrency Analysis, new development on the New College campus consistent with the Campus Master Plan will not degrade the existing solid waste LOS. New College shall pursue additional agreements or memoranda of understanding with the City as necessary to ensure there is adequate solid waste collection and disposal to serve the campus and meet the 6.9 pounds of waste per day per capita LOS. New College and the City therefore agree that no off-campus solid waste improvements are necessary to maintain the City's adopted LOS for solid waste.
3. As demonstrated in the Concurrency Analysis, new development on the New College campus consistent with the Campus Master Plan will not degrade the existing stormwater LOS. The anticipated growth for the next twenty (20) years should be accommodated by the available vacant land on campus to provide an overall net benefit to stormwater treatment and attenuation at the current standards and LOS requirements provided that any impacts of stormwater drainage to off-campus public stormwater management facilities are mitigated in accordance with the City's Engineering Design Manual and Southwest Florida Water Management District permitting requirements. New College and the City therefore agree that no off-campus improvements are necessary to maintain the City's adopted LOS for stormwater.
4. As demonstrated in the Concurrency Analysis, new development on the New College campus consistent with the Campus Master Plan will not degrade the existing potable water LOS. There is sufficient capacity in the current distribution system to continue service to New College for the 50-year long range scenario of the Campus Master Plan. New College and the City therefore agree that no off-campus potable water improvements are necessary to maintain the City's adopted LOS for potable water. The City and New College shall review potable water infrastructure in connection with new building design and construction.
5. As demonstrated in the Concurrency Analysis, new development on the New College campus consistent with the Campus Master Plan will not degrade the existing parks and recreation LOS. New College will continue to provide on-campus active and passive recreation support to meet the needs of the campus. New College and the City therefore agree that no off campus parks or recreation are necessary to maintain the City's adopted LOS for parks and recreation.
6. As demonstrated in the Concurrency Analysis, new development on the New College

campus consistent with the Campus Master Plan will not degrade the existing transit LOS. New College and the City therefore agree that no transit improvements are necessary to maintain the City's adopted LOS for public transportation.

**J. Concurrency Vesting for Development.**

1. The development being vested from concurrency is identified in the Campus Master Plan and the Concurrency Analysis attached hereto. Any extension to this Agreement shall recognize that any development identified in the Campus Master Plan and Exhibit "B" which has not been built shall remain vested from the City's concurrency requirements.
2. The City agrees to vest from its concurrency requirements the development identified in the Concurrency Analysis for the duration of this Agreement. New College shall comply with all the terms and conditions of this Agreement.

K. **Comprehensive Plans.** The Sarasota City Plan has been found to be "in compliance" by the Florida Department of Community Affairs. The City has determined that the Campus Master Plan as depicted in Exhibit "A" is consistent with the Sarasota City Plan.

L. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

M. **Applicable Law; Jurisdiction; Venue.** This Agreement, and the rights and obligations of the City and New College hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Section 1013.30, Florida Statutes. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Sarasota County, Florida. If any part or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

N. **Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and consist of the following, all of which are incorporated herein by reference and form a part of this Agreement:

Exhibit "A" - New College Master Plan Adopted June 14, 2008, and updated on October 31, 2015

Exhibit "B" - Levels of Service (Revised) Analyses In Support Of An Updated Campus Development Agreement Dated October 3, 2016 ("Concurrency Analysis")

Exhibit "C" - Campus Geographic Area Covered By This Agreement

- O. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.
- P. **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Agreement.
- Q. **Effective Date and Duration.** This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of five (5) years thereafter, unless otherwise extended

or terminated by mutual consent of New College and the City of Sarasota, in accordance with Section R of this Agreement. This Agreement supersedes all prior agreements; provided, however, that all campus development previously contemplated under such agreements shall remain vested for concurrency purposes.

- R. **Amendment.** This Campus Development Agreement may be amended upon the adoption of an amendment to the Campus Master Plan in accordance with the requirements of Section 1013.30, Florida Statutes, subject to the City's rights thereunder, or by mutual consent of the parties
- S. **Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Campus Development Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement. To the extent of any conflict with the zoning conditions or other rules and regulations which may otherwise govern development consistent with the Campus Master Plan, the terms and conditions of this Agreement shall prevail.
- T. **Notices.** Any notices or reports required by this Campus Development Agreement shall be sent to the following:

For the City:

Mayor  
City of Sarasota  
1565 1st Street, Room 101  
Sarasota, Florida 34236

With Copies to:

City Manager  
City of Sarasota  
1565 1st Street  
Sarasota, Florida 34236

Robert Fournier  
City Attorney  
1 So. School Avenue, Suite 700  
Sarasota, Florida 34237

For New College:

Dr. Donal B. O'Shea  
President  
New College of Florida  
5800 Bay Shore Road  
Sarasota, Florida 34243

With Copies to:

David Fugett, Esq., General Counsel  
New College of Florida  
5800 Bay Shore Road  
Sarasota, Florida 34243



- U. **Force Majeure**. All time periods or deadlines provided in this Agreement shall be automatically extended for delays caused by Acts of God, strikes, riots, hurricanes or other causes beyond the reasonable control of the affected party.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

**SIGNATURE PAGES TO FOLLOW**

NEW COLLEGE OF FLORIDA

By: [Signature]  
Dr. Donal B. O'Shea, President

STATE OF FLORIDA  
COUNTY OF Sarasota

The foregoing instrument is hereby acknowledged before me this 4th day of December, 2019, by Dr. Donal B. O'Shea, as President of New College of Florida. He is personally known to me or has produced [Signature] as identification.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 1-28-2022

On \_\_\_\_\_, 2019, The New College of Florida Board of Trustees, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement by Dr. Donal B. O'Shea, President, New College of Florida.

APPROVED AS TO LEGAL FORM AND CONTENT:



[Signature]  
David Fugett, General Counsel  
12-4-19

CITY OF SARASOTA

ATTEST:  
Clerk

By: \_\_\_\_\_  
CLERK

APPROVED AS TO LEGAL FORM AND CONTENT:

\_\_\_\_\_  
Robert Fournier, City Attorney

EXHIBIT A  
(New College Master Plan Adopted June 14, 2008 and Updated October 31, 2015)

On file at City of Sarasota

EXHIBIT B  
(Levels of Service (Revised) Analyses In Support Of An Updated  
Campus Development Agreement Dated October 3, 2016 ("Level of Service Analysis"))

**New College of Florida**

**2016 Levels of Service  
Analyses in Support of an  
Updated Campus  
Development Agreement**

Project No.: 215613232



Prepared for:  
New College of Florida  
Facilities & Construction  
5800 Bay Shore Road  
Sarasota, FL 34243-2109  
(941) 487-4245

Prepared by:  
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October 3, 2016

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## **Section I. – 2015 New College Campus Master Plan Update Overview**

On behalf of New College of Florida (New College), Stantec Consulting Services Inc. (Stantec) submits the following information relating to New College's recently completed 2015 Campus Master Plan Update. Under the direction of New College staff, a consultant team prepared master plan revisions for the Board of Trustees focus areas identified in their 2013 Evaluation & Appraisal Report. Specific areas of investigation included "Plan to Plan" Tasks, Data & Analysis, Policy Initiatives, and Context Area definition.

As part of its community involvement program, New College staff invited its neighbors, public agencies, and campus employees to two (2) public open house meetings to review the recommended campus master plan updates on October 19 and 20, 2015. Subsequently, the Board of Trustees approved the updated master plan on October 31, 2015.

Florida Statutes require all state universities to enter into a Development Agreement with the local government where they are situated. The prior campus development agreement with the City of Sarasota which had been adopted on June 23, 2000, needed to be updated. A Level of Service analysis was conducted in 2010 and finalized in 2012.

The current Campus Development Agreement was executed on January 18, 2013 between New College of Florida and the City of Sarasota. Since the campus master plan has been updated, New College is providing the enclosed campus master plan data and level of service analyses and requesting an update to the current development agreement. For the City's review, attached are:

- New College of Florida Campus Master Plan (dated October 2015);
- Campus Property Map;
- Capital Improvements Plan for FY 2011-12 through FY 2015-16; and
- Campus Development Agreement between the City of Sarasota and The Board of Trustees of New College of Florida (dated 01/13/15).

## **Section II. – Transportation Impact Analysis Review**

This transportation impact analysis review provides an accounting of both enrollment and physical construction activity that has occurred since the prior Amendment to the Campus Development Agreement for 2013 and will also provide projected needs and their associated impacts to Transportation Levels-of-Service for the 10-year duration of the proposed update to the existing Campus Development Agreement.

In the interim time, from the prior adopted Campus Development Agreement Amendment, a significant change occurred to, the make-up of and impacts associated with, the New College of Florida campus. Beginning in the fall of 2006, the approximately 1,700 students and the associated staff and faculty of the University of South Florida, Sarasota-Manatee (USF S/M), physically relocated to the USF S/M campus on the Crosley Estate in Manatee County. The resulting reduction in overall impacts associated with the physical relocation of the primarily commuter-student oriented USF S/M in comparison to the much smaller, primarily on-campus-living oriented New College of Florida cannot be overstated.



These reductions in impacts, coupled with New College of Florida's, Campus Master Plan, "Low Traffic" and Sustainability measures provide strong evidence that future enrollment and campus growth for the proposed Campus Development Agreement 10-year timeframe, and even for the Campus Master Plan final build-out scenario (25 to 50 years), will result in no net increase in impacts to levels of service, over those already accounted for in the 2013 Campus Development Agreement Amendment.

The New College of Florida, Campus Development Agreement associated Transportation Impact Analysis Review, was originally conducted in the Fall of 2012 and has subsequently been updated in the Fall of 2015 to describe the changes that have occurred to the campus since the prior Campus Development Agreement. In 2015 the results of these changes are a significant reduction in the prior vested level-of-service impacts for the duration of the pending Campus Development Agreement and even beyond the 50-year long-range scenario of the New College Campus Master Plan. The pending Campus Development Agreement therefore meets the City of Sarasota's Transportation Level-of-Service standards with no resulting degradation of the existing levels-of-service on adjacent and impacted roadways.

#### **A. Enrollment Information**

Before the adoption of the prior two Campus Development Agreement Amendment, New College continued to share the campus with the students, faculty, and staff of USF S/M. New College became a separate independent university in the Florida State University System in 2001. As part of its establishment as an independent university, the University of South Florida was directed to relocate its facility away from the New College and did so in August 2006. The year before USF S/M relocated to its own campus (2005-2006), the combined student enrollment was approximately 2,400 students. The following academic year (2006-2007), approximately 1,700 USF S/M students would be primarily located on the USF S/M campus in nearby Manatee County (Note: New College and USF S/M continue to share the Sudakoff Center, Jane Bancroft Cook Library, and some recreational facilities). Table 1 below shows the historic, current, and project student enrollment for New College alone.

**Table 1**

New College of Florida Enrollment	
Year	New College Fall Term Enrollment Total
<b>Historic Enrollment (1)</b>	
2004-2005*	761 (2,300)
2005-2006*	746 (2,432)
2006-2007†	767
2007-2008	783
2008-2009	785
2009-2010	801
2010-2011	845
2011-2012	832
2012-2013	793
2013-2014	834
<b>Current Enrollment (2)</b>	
2014-2015	850
<b>Project Enrollment (3)</b>	
1-5 Years	900
5-10 Years	1,200
10-20 Years	1,600
(1) Source New College Data: Annual New College of Florida Fact Book (2) Estimate by Stantec Consulting Inc. (3) Enrollment projections based on the hypothetical phasing plan from the Campus Master Plan. * Enrollment total only includes New College campuses, italicized figures represent combined New College and USF S/M enrollment. † Note: Academic year 2006-2007 was the first year of physical separation of USF S/M from New College	

The result of the physical separation of the two institutions was that the New College Campus student body was about one-third (1/3) of its original total population in the span of one year. Future enrollment and campus residence will be driven by future development of campus facilities and residence halls. In the last Campus Development Agreement 96% of first year students live in New College owner or affiliated housing while 79% of all student did so.

The New College Campus Master Plan evaluated a hypothetical 50-year build-out plan, from 2006 to 2056 which accounted for a near doubling in size of the college to 1,600 students by the year 2056. This is an extremely optimistic build-out scenario that has not shown supportable data to date in achievement. However, even under this long-range build-out scenario, the total student population would only represent approximately two-thirds (2/3) of the size of the overall student body that was accounted for in the prior to the split of New College and USF S/M.

**B. Campus Building Information**

For comparison to prior traffic impact analysis this report includes both student enrollment and building square feet, with the prior being the favorable metric for a level of service impact analysis. The latest Campus Master Plan alters the future schematics for buildings at New College considerably. Below, Table 2 shows the existing square footage for New College and the total to be added and removed during each phase of the Campus Mater Plan. Map 1 illustrates the hypothetical phasing of the Campus Master Plan. Table 3 shows the current Capital Improvement Program relating to Public Education Capital Outlay (PECO) funding eligible projects.

**Table 2**

Hypothetical Campus Phasing Plan			
Time Frame	Total SF Removed	Total SF Added	SF Total Quantity
Current	0	0	636,226
Phase 1	-61,741*	182,120	756,605
Phase 2	-24,629**	213,015	944,991
Phase 3	-11,448***	269,418	1,187,363
<b>Total Desired SF:</b>		664,553	1,187,363
* Demolition of Car Museum and Shop ** Demolition of Palmer Buildings D&E and misc. Bayfront Campus buildings ***Demolition of Palmer Buildings A,B&C and misc. Bayfront Campus buildings			

Map 1



Hypothetical Campus Phasing Plan



**Table 3**

STATE UNIVERSITY OF FLORIDA  
Five-Year Capital Improvement Plan (CIP-5) and Long-Range Budget Report  
Fiscal Years 2014-15 through 2018-19

University: SRQ COLLEGE OF FLORIDA  
Approved at the June 12, 2015 CIP Meeting

**PECO-ELIGIBLE PROJECT REQUESTS**

May 2014 Priority No.	June 2015 Priority No.	Project Title	2014-17 Year 1	2017-18 Year 2	2018-19 Year 3	2019-20 Year 4	2020-21 Year 5	Assigned or Other Programs to Serve from Projects	Net Assignables Square Feet (NASF)	State Space Feet (SSF)	Project Cost	Project Cost Per SF (Proj. Cost/ SF)	Construction Start/Stop Dates/Ref No.	Approved by Law/Inside CAA Reference
1	1	Project National Security Hallway	\$ 1,070,400					Academic	15,800	21,570	\$ 5,324,400	\$ 337	NA/NA/2015/01	
2	2	Global Business Center	\$ 1,200,000					All Programs	NA	NA	\$ 1,200,000	\$ 0	NA/NA/2015/02	
3	3	Global Health and Leadership Center	\$ 1,100,000	\$ 3,500,000	\$ 2,000,000	\$ 4,000,000	\$ 1,500,000	All Programs	NA	NA	\$ 11,000,000	\$ 0	NA/NA/2015/03	
4	4	Global Health and Leadership Center (P.C.C.)	\$ 1,200,000					All Programs	NA	NA	\$ 1,200,000	\$ 0	NA/NA/2015/04	
5	5	Global Health and Leadership Center Addition, Renovation and Remodeling (P.C.C.)		\$ 1,200,000	\$ 4,000,000	\$ 3,000,000		All Programs	8,300	21,400	\$ 2,200,000	\$ 265	NA/NA/2015/05	
6	6	Global Health and Leadership Center Addition, Renovation and Remodeling (P.C.C.)		\$ 1,200,000				Academic	2,100	1,800	\$ 1,200,000	\$ 571	NA/NA/2015/06	
7	7	Global Health and Leadership Center Addition, Renovation and Remodeling (P.C.C.)		\$ 300,000	\$ 1,700,000			Academic	3,071	1,050	\$ 6,350,000	\$ 2,067	NA/NA/2015/07	
8	8	Global Health and Leadership Center Addition, Renovation and Remodeling (P.C.C.)		\$ 1,100,000	\$ 2,100,000			All Programs	2,212	3,000	\$ 2,200,000	\$ 1000	NA/NA/2015/08	
9	9	Global Health and Leadership Center Addition, Renovation and Remodeling (P.C.C.)			\$ 1,000,000	\$ 2,000,000		All Programs	3,000	10,200	\$ 3,000,000	\$ 1000	NA/NA/2015/09	
10	10	Global Health and Leadership Center Addition, Renovation and Remodeling (P.C.C.)				\$ 2,000,000	\$ 2,000,000	All Programs	2,212	10,200	\$ 4,000,000	\$ 1810	NA/NA/2015/10	
11	11	Land Parcel 1001 State Road 160	\$ 1,000,000	\$ 400,000		\$ 1,000,000	\$ 1,000,000	All Programs	NA	NA	\$ 2,000,000	\$ 0	NA/NA/2015/11	
12	12	Center for Global Studies (P.C.C.)			\$ 2,000,000			Academic	1,700	9,800	\$ 2,000,000	\$ 1176	NA/NA/2015/12	
13	13	Global Health and Leadership Center Addition, Renovation and Remodeling (P.C.C.)			\$ 1,000,000	\$ 4,000,000		All Programs	1,810	11,000	\$ 5,000,000	\$ 2760	NA/NA/2015/13	
14	14	Global Health and Leadership Center Addition, Renovation and Remodeling (P.C.C.)				\$ 1,000,000		All Programs	200	1,810	\$ 1,000,000	\$ 5000	NA/NA/2015/14	
<b>TOTAL</b>			<b>\$ 11,700,400</b>	<b>\$ 9,200,000</b>	<b>\$ 10,000,000</b>	<b>\$ 14,000,000</b>	<b>\$ 1,500,000</b>							

**CITF PROJECT REQUESTS**

Priority No.	Project Title	2014-17 Year 1	2017-18 Year 2	2018-19 Year 3	2019-20 Year 4	2020-21 Year 5	Assigned or Other Programs to Serve from Projects	Net Assignables Square Feet (NASF)	State Space Feet (SSF)	Project Cost	Project Cost Per SF (Proj. Cost/ SF)	Construction Start/Stop Dates
1	Global Health and Leadership Center Addition, Renovation and Remodeling (P.C.C.)	\$ 1,000,000	\$ 4,000,000	\$ 3,000,000			Global Health	NA	NA	700	\$ 0	NA/NA/2015
<b>TOTAL</b>		<b>\$ 1,000,000</b>	<b>\$ 4,000,000</b>	<b>\$ 3,000,000</b>	<b>\$ -</b>	<b>\$ -</b>						

**C. Property Acquisitions**

As designated in the accompanying plan graphic, the Pei Campus property occupies land that is part of a long term lease agreement with SRQ airport. The College should begin to consider a plan for how to address this ownership arrangement over a long term period. A portion of the property may be available for acquisition as part of a land swap with SRQ airport. The Shell gas station located at 6000 N. Tamiami Trail is also identified for future acquisition. There are no current future plans for the property but land banking the property for future plans is deemed favorable. A plan for acquisition or lease extension for the remainder of the property would need to be developed.

Additionally, six privately owned parcels located along 58<sup>th</sup> Street are shown as potential long term acquisitions in order to plan for future residence hall and parking areas on the Bayfront Campus. Table 4 lists these potential parcels.

**Table 4**

Potential New College Future Property Acquisitions		
Properties Identified	Existing Development	Usage Proposed
0001120010	Single Family Home	Parking
0001120009	Single Family Home	Parking
0001120008	Single Family Home	Parking
0001120007	Single Family Home	Parking
0001120006	Single Family Home	Student Residence Hall
0001120005	Single Family Home	Student Residence Hall
0001060002	Gas Station	No Designation in Campus Plan

**D. Transportation Demand Management Emphasis**

Credit also needs to be given to New College for its numerous Transportation Demand Management (TDM) practices and the strong emphasis given to continued reductions in vehicle use and associated emissions in the Campus Master Plan.

As noted in the Campus Master Plan, approximately 96% of all incoming students and 80% of the overall student body live on campus. This is in sharp contrast to the prior two decades, when New College was a separate unit within the University of South Florida and there was more of an emphasis on catering to the greater numbers of USF S/M commuter students. The Campus Master Plan has a goal to maintain the 80% overall on-campus student housing ratio.

The change in emphasis from commuter to the mostly residential character of New College has allowed for the elimination of nearly 200 parking spaces on campus from 1,373 spaces in 2004 to 1,200 in 2010. Additional reductions are planned due to continued reduced demand and overall improvements to the pedestrian environment. However, the Pei and Bayfront Campuses are divided by the N. Tamiami Trail right-of-way and student movement between residence halls and classrooms need to be accommodated.

Additional measures codified in the Campus Master Plan contain a series of TDM actions to be implemented, including:

- Establishing a free transit pass and parking "cash-out" program to financially reward carpoolers, transit riders, bicycle, and pedestrian commuters;
- Encouraging the use of alternative modes with incentive programs;
- Restricting parking to the campus perimeters and "park-once" lots to discourage the proliferation of independent lots and structures throughout the campus;
- Focusing on the development of pedestrian-oriented areas;
- Enhancing landscape and pedestrian amenities where parking and roads are removed;
- Selectively removing or reconfiguring remaining roads to function as an effective circulation network and emphasizing "park-once" strategies;
- Restricting the speed of cars within the campus, on thoroughfares adjacent to campus and providing pedestrian amenities adjacent to roadways;
- Promoting a more pedestrian- and public transportation-friendly link between the campus and adjacent neighborhoods to help reduce emissions associated with automobiles;
- Providing bicycle racks and locks, well-designed routes and establishing shower/changing areas in a variety of locations on campus to facilitate internal New College campus bicycle usage;
- Creating incentives for USF S/M students to walk to New College and leave cars on the USF S/M campus;
- Implementing pedestrian and bicycle route and user enhancements such as route lighting, upgraded walking surfaces, accessible and attractive places for refreshment, bicycle racks at shared facilities, emergency call boxes, and a bicycle loan program;
- Creating 5- to 15-minute loading/drop-off zones in key locations, especially near the west end of General Spatz Boulevard, Cook Library, and the Hamilton lawn drop-off area;
- Initiating parking stall labels, issuance of permits, and enforcement of parking stalls by group affiliation. Permits are to be issued based on status as faculty, student, staff, or visitor to help organize the efficiency of stall usage; and
- Establishing a residential permit system (if and where desired by neighbors) for neighborhoods surrounding the campus to discourage college-generated parking in off-campus locations.

#### **E. Pedestrian and Bike Facilities**

The system of existing campus paths and walkways within the Pei, Bayfront, and Caples Campuses is generally effective and well developed. This system allows safe and free movement and enhances major public spaces and buildings. The campus master plan identifies enhancements as new buildings and common spaces are developed. The success of the pathways to connect student housing and academic and recreation areas is paramount to reducing the demand for auto-oriented trips.

On Pei Campus, the primary focus of student life, pedestrian movement mainly depends upon promenades and large open spaces, with minimal emphasis on paths. On the Bayfront Campus, the Dort Promenade walkway and Bay Shore Road serve as primary routes. The pedestrian bridge connects east and west campus areas. Two important aspects of this system are worth highlighting. First, in many cases existing paths and walkways guide pedestrians to buildings directly, addressing the utilitarian aspect of pedestrian travel. Second, the system is at its best when it visually enhances pedestrian journeys.

## **F. Parking**

There are approximately 1,300 parking spaces plus 50 spaces for special event parking on the campus. Approximately 175 surface parking spaces are planned, in addition to structured parking on the Car Museum site when redeveloped. From June 2013 to June 2014, a total of 1,189 semester and annual parking permits were issued by New College. Of these, 387 were staff permits, 547 student permits, and 244 other permits. There are an adequate number of non-event parking spaces on campus, but the distribution of these spaces is somewhat problematic.

Parking issues on the Caples Campus are understood to be minor; the only issue relates to events held at the Sainer Pavilion performance hall, which seats 250-300 but only provides 47 parking spaces. Patrons park where they can, which usually means a somewhat chaotic situation with vehicles parked on the grass areas adjacent to the main road leading to the administration building. This is a significant problem that requires capital investment.

Parking appears to be adequate on the Pei Campus. The lot located closest to US 41 is understood to experience congestion in the evening due to USF S/M programs in the Hamilton Center. This was remedied in part by converting an unused roadway parallel to General Spaatz Boulevard into parking. This has not reduced roadway capacity, but provided 122 additional parking spaces.

On Bayfront Campus, the Campus Master Plan proposes removal of some existing parking spaces in front of Cook Hall and College Hall in order to create a more natural environment. Those spaces would be relocated to a new parking lot on the south side the 58th Street connector, as shown on the Proposed Transportation and Parking Plan. The redesign of Bay Shore Road would provide 35 new on-street spaces at the campus center.

On the north end of the Pei Campus, parking would be removed in order to construct new buildings shown within the Campus Master Plan. Those spaces would be related to new parking lots where Bay Shore Road and US 41 come together at the north tip of the College. Those spaces would be grassed and used primarily as overflow spaces during events.

## **G. Conclusion**

The information provided establishes clear and convincing evidence that the anticipated transportation impacts from the future New College growth will remain far below the vested impacts associated with those of the combined USF S/M and New College, which were the subject of the current Campus Development Agreement. This is true for the duration of the proposed Campus Development Agreement and even for the 50-year long-range scenario of the Campus Master Plan and beyond. The pending Campus Development Agreement therefore meets the City of Sarasota's Transportation Level-of-Service standards with no resulting degradation of the existing levels-of-service on adjacent and impacted roadways.

New College has been a proactive proponent of many of the strategies embodied within the City's Comprehensive Plan promoting sustainability and reductions to impacts associated with over-reliance on single-occupant vehicles. New College looks forward to continuing to work with the City on improvements to the safety and aesthetics along Tamiami Trail and Bay Shore Road.



## **New College of Florida**

### ***2016 Level of Service Analyses in Support of an Updated Campus Development Agreement***

#### **Section IV. – Potable Water and Wastewater Review**

##### **A. Executive Summary**

The existing potable water distribution and wastewater collection-conveyance systems serving the three campus areas of New College of Florida have been evaluated for level of service (LOS) concurrency and capacity. Since the 2010 update, facilities have been repurposed and moved around. Chiller systems and boiler rooms coverage expanded both on and off campus. There is an increasing demand for nonpotable clean water.

The City of Sarasota potable water and wastewater collection conveyance systems have existing capacity to serve the New College of Florida campuses throughout the 50-year master plan time frame.

##### **B. Overview**

On behalf of New College of Florida, in support of the update to its Campus Master Plan and an associated updated Campus Development Agreement with the City of Sarasota, we respectfully submit this Potable Water and Wastewater Impact Analysis Review. This analysis provides an accounting of the impacts of both enrollment and physical construction activity that have occurred since the prior Amendment to the Campus Development Agreement dated January 18, 2013. In addition, the analysis provides the projected needs and their associated impacts to Potable Water and Wastewater levels of service (LOS) for the 10-year duration of the proposed update to the existing Campus Development Agreement.

The college has been busy since the last update, making beneficial use of facilities which were formerly part of the USF/NCF combined campus. There have been increased nonpotable demands for irrigation and to feed the chiller and boiler room facilities.

Central hot water and chilled air have been expanded, including service to the Ringling Museum. In this past year the college has replaced hot water transmission mains due to studies verifying leaks and corresponding increase in natural gas usage.

This usage plus the increased irrigation should warrant a study to evaluate the feasibility of bringing City of Sarasota reclaimed water to the campus for nonpotable uses. Sarasota Memorial Hospital currently utilizes the City's reclaimed water for its chiller facilities and is very pleased with it.

##### **C. Potable Water/Wastewater Analysis**

The New College of Florida campus is divided into three distinct geographical areas, the East, West, and Caples campuses. The East Campus is located east of US 41 and north of University Parkway. The West Campus is located along the west side of US 41, stretching westward to Sarasota Bay between Edwards Drive and 58<sup>th</sup> Street West and includes the Jane Bancroft Cook Library. The Caples Campus lies south of the West Campus and the John Ringling Museum between Bayshore Road and Sarasota Bay. These three campus areas are served with potable water and wastewater provided by the City of Sarasota, described in further detail below.

## **New College of Florida**

### ***2016 Level of Service Analyses in Support of an Updated Campus Development Agreement***

#### **1) East Campus:**

This campus contains the vast majority of on-campus student housing along with the community pool, fitness center, two instructional classroom buildings, the college's maintenance facility, and a boiler plant. The East Campus is provided with potable water through a 10-inch water main on University Parkway and a 6-inch, 8-inch, and 10-inch water main crossing US 41 north of the pedestrian bridge into the East Campus, and connecting to an existing 8-inch water line on Bayshore Road. The classroom buildings and student residences have individual master water meters that provide monitoring of usage on a monthly basis. The estimated potable water usage is shown in Table No. VI by campus area with metered flow for comparison. The metered flow data from the last six years reflect an actual usage that is significantly higher than the projected consumption. This appears to be primarily attributable to the Boiler using potable water instead of a nonpotable source.

The wastewater from each building is collected through a central gravity main collection system to the City of Sarasota Lift Station No. 51. This 200-gpm lift station pumps and discharges the wastewater flow through a 6-inch force main crossing University Parkway and into a gravity collection system that flows to the City of Sarasota Lift Station No. 21. Based on the existing square footage of building classrooms and offices and the number of student housing bedrooms, the overall wastewater flow generated in the East Campus area is estimated to be approximately 87,000 gpd, or roughly 150 gpm peak flow (see Table No. VII). Additional evaluation of the lift station and pumps may be necessary when additional facility construction is anticipated. However, based on the projected increase of approximately 20 students per year through the next few years, the majority of the wastewater flow generation is already accounted for in the existing student housing.

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New College of Florida  
Table No. VI  
Potable Water Demand Projections

East Campus

New College of Florida Buildings 5-Year Water Usage Comparison													
Row Num	Bldg Num	Bldg Prefix	Building Name	Year Constr.	Gross Square Footage	Area	EDU	Building Use	Water Use Per Unit Type	Water Demand (gpd)	Water Use Per Month (Gallons)	Actual Average Usage Per Month	
												2010	2015
16	3021	HCT	Hamilton Center (see below)	1967	24,776			Dining Hall/Student Union	0.9	22,300	569,000	↓	↓
17	3022	HCL	Hamilton Classrooms (see below)	1967	15,399			Classrooms	0.15	2,310	67,300	82,608	60,650
18	3023	PDW	Bob Johnson Residence Hall	1965	24,482		79	Student Housing	125	9,870	296,250	0	0
19	3024	FDS	Rothenberg Residence Hall	1965	24,213		86	Student Housing	125	30,750	322,300	0	0
20	3025	PDE	Peggy Bates Residence Hall	1965	24,482		88	Student Housing	125	11,500	300,000	0	0
21	3026	BLR	Hamilton Boiler Room	1965	2,984			Infrastructure	N/A	0	0	323,958	510,041
22	3037	BTH	Bath House	1964	461			Bath House	500	500	15,000		
24	3041	SUD	Sudakoff Lecture & Conference Center (see below)	1985	12,216			Classrooms	0.15	1,832	54,972	5,983	29,550
27	3045	PHS	Physical Plant	1989	5,350			Offices / Workshop	0.15	800	24,075	4,616	3,008
28	3052	FCS	Fitness Center	1989	8,390			825 Students	50	1,170	35,250		
29	3057	PHA	Nat. Science Chemical Storage "A"	1991	200			Storage	0.15	30	900		
30	3058	PHB	Nat. Science Chemical Storage "B"	1991	200			Storage	0.15	30	900		
36	3062	DRH	Eliz and Dallas Dort Res. Hall	1997	24,396		74	Student Housing	125	9,250	277,500	94,441	63,206
			Dort Hall Pool	1997				Swimming Pool					
37	3063	GRH	Ann and Alfred Goldstein Res Hall	1998	24,396		74	Student Housing	125	9,250	277,500	72,575	57,341
48	3078	VRH	V Residence Hall	2007	11,447		32	Student Housing	125	4,050	120,000	17,025	23,550
49	3079	WRH	W Residence Hall	2007	11,448		24	Student Housing	125	3,000	90,000	12,775	18,666
50	3080	XRH	Ulla R. Searing (X) Residence Hall	2007	11,447		24	Student Housing	125	3,000	90,000	18,433	20,916
51	3081	YRH	Y Residence Hall	2007	11,448		32	Student Housing	125	4,050	120,000	18,775	21,383
52	3082	ZRH	Z Residence Hall	2007	25,407		91	Student Housing	125	11,350	341,250	66,025	66,750
53	3083	CMU	Car Museum	1950	58,454			Museum - Commercial	0.15	3,250	360,000		
54	3084	CMS	Car Museum Shop	1950	3,287			Commercial	0.15	490	14,700		
55	3085	PBR	Pedestrian Bridge	1985	0		0	Infrastructure	N/A	0	0		
			<b>Total Square Footage</b>		<b>324,865</b>		<b>684</b>			<b>113,745</b>	<b>3,412,340</b>	<b>717,214</b>	<b>877,121</b>

\* Water Meter Usage (Average Daily), East Campus: 23,907 28,237

\* Water meter usage is assumed to be a monthly metered demand and divided by 30 days to derive usage per day.

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New College of Florida

Table No. VII

Wastewater Flow Generation Per Lift Station Collection System

East Campus

New College of Florida Buildings as of 6-24-10										Projections	
Row Num	Bldg Num	Bldg Prefix	Building Name	Year Constr.	Historic	Gross Square Footage		Building Use	Wastewater Flow Per Unit Type	Wastewater Demand (gpd)	
						Area	EDU				
16	3021	HCT	Hamilton Center	1967		24,778		Dining Hall/Student Union	0.8	19,822	
17	3022	HCL	Hamilton Classrooms	1967		15,399		Classrooms	0.12	1,848	
18	3023	PDW	Bob Johnson Residence Hall	1965		24,482	79	Student Housing	100	7,900	
19	3024	PDS	Rothenberg Residence Hall	1965		24,213	86	Student Housing	100	8,600	
20	3025	PDE	Peggy Bates Residence Hall	1965		24,482	88	Student Housing	100	8,800	
21	3026	BLR	Hamilton Boiler Room	1965		2,964		Infrastructure	N/A	0	
22	3037	BTH	Bath House	1964		461		Bath House	400	400	
24	3041	SUD	Sudakoff Lecture & Conference Center	1985		12,216		Classrooms	0.12	1,466	
27	3045	PHS	Physical Plant	1989		5,350		Offices / Workshop	0.12	642	
28	3052	FCS	Fitness Center	1989		8,390		825 Students	40	943	
29	3057	PHA	Nat. Science Chemical Storage "A"	1991		200		Storage	0.12	24	
30	3058	PHB	Nat. Science Chemical Storage "B"	1991		200		Storage	0.12	24	
36	3062	DRH	Eliz and Dallas Dort Res. Hall	1997		24,396	74	Student Housing	100	7,400	
			Dort Hall Pool	1997				Swimming Pool	0	0	
37	3063	GRH	Ann and Alfred Goldstein Res Hall	1998		24,396	74	Student Housing	100	7,400	
48	3078	VRH	V Residence Hall	2007		11,447	32	Student Housing	100	3,200	
49	3079	WRH	W Residence Hall	2007		11,448	24	Student Housing	100	2,400	
50	3080	XRH	Ulla R. Searing (X) Residence Hall	2007		11,448	24	Student Housing	100	2,400	
51	3081	YRH	Y Residence Hall	2007		11,448	32	Student Housing	100	3,200	
52	3082	ZRH	Z Residence Hall	2007		25,407	91	Student Housing	100	9,100	
53	3083	CMU	Car Museum	1950		58,454		Museum - Commercial	0.12	7,014	
54	3084	CMS	Car Museum Shop	1950		3,287		Commercial	0.12	394	
55	3085	PBR	Pedestrian Bridge	1985		0		Infrastructure	N/A	0	
						Total Square Footage	604		gpd	92,978	
										Wastewater	

Projected Gallons Per Minute (gpm) Per Pump <sup>1</sup>	161
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<sup>1</sup> Calculated Peak Flow

## **New College of Florida**

### ***2016 Level of Service Analyses in Support of an Updated Campus Development Agreement***

#### **2) West Campus:**

The majority of the New College classrooms and faculty offices are located on the West Campus. These buildings are served with potable water via an 8-inch water line on Bayshore Road that also connects to a 6-inch, 8-inch, and 10-inch water main on the East Campus, providing a string water distribution loop. The various classroom buildings and one student residence building have individual master water meters that provide monitoring of usage on a monthly basis. Potable water service with fire protection is provided to each building or group of buildings through a water meter via 6-inch water lines internal to the campus and along 58<sup>th</sup> Street, creating an internal water distribution loop (see Table No. VIII).

A chiller building and cooling water system located on the south side of the Jane Bancroft Cook Library is currently served by a master water meter. Reduction of potable water usage would occur through the connection to an existing permitted irrigation well within 150 feet of the chiller structure or connecting to the City's reclaimed water system. This would significantly reduce potable water usage on the New College campus, while retaining the water meter as a back-up supply source.

Wastewater service is provided through collection of on-campus gravity sewer mains to three private (New College) lift stations and one City of Sarasota-maintained lift station discharging to an 8-inch force main on Bayshore Road. The City of Sarasota Lift Station No. 56, located north of College Hall near Sarasota Bay, receives a limited amount of wastewater and must pump approximately 30 gpm to the 8-inch force main (see Table No. IX). Currently the existing system provides the required capacity. The privately maintained library lift station and the grinder lift station on 58<sup>th</sup> Street have proposed peak flows 16 gpm and 10 gpm respectively into the Bayshore Road 8-inch force main (see Table No. X). The third private lift station serving Cook, Robertson, and College halls have proposed peak flows of 22 gpm into the Bayshore Road 8-inch force main. The existing system provides the required capacity. Further evaluation of the lift stations may be required as additional facilities are anticipated.

**New College of Florida**  
*2016 Level of Service Analyses in Support of an Updated Campus Development Agreement*

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New College of Florida  
Table No. VIII  
Potable Water Demand Projections

West Campus

New College of Florida 5-Year Water Usage Comparison										Actual Average Monthly Usage		
Row Num	Bldg Num	Bldg Prefix	Building Name	Year Constr.	Gross Square Footage		Building Use	Water Use Per Unit Type	Projections		2010	2015
					Area	EDU			Water Demand (gpd)	Water Use (Gal/ Month)		
1	3001	CHL	College Hall	1924	21,441		Office / Classrooms	0.15	3,216	37,392		
2	3002	COH	Cook Hall (Admin - South Hall)	1926	12,047		Office	0.15	1,607	19,284		
3	3003	ROB	Robertson Hall - Carriage House	1925	3,681		Office	0.15	522	6,264		
4	3004	SSC	Social Science	1925	1,794		Classrooms	0.15	269	3,228		
5	3005	BRN	The Barn (Four Winds Café)	1925	1,402		Retail	0.24	336	4,032		
6	3007	DEV	Trailer - Development	1953	939		Office - Storage	0.15	141	1,692		
7	3008	UTL	Utility - Pumps	1948	194		Infrastructure	N/A	0	0		
8	3012	CPD	Campus Police	1955	2,035		Office	0.15	285	3,420		
9	3013	PMA	Palmer "A" (See below)	1959	9,411		Offices / Classrooms	0.15	1,312	15,744		
10	3014	PMB	Palmer "B" (See below)	1959	8,230	32	Student Housing	125	4,931	59,172		
11	3015	PMC	Palmer "C" (See below)	1959	9,534		Classrooms	0.15	1,330	15,960		
12	3016	PMO	Palmer "D" (See below)	1959	8,534		Classrooms	0.15	1,264	15,168		
13	3017	PME	Palmer "E" (See below)	1959	8,392		Classrooms	0.15	1,201	14,412		
23	3038	BON	Bon Saigneur Residence	1948	4,186		Office/Classrooms	0.15	628	7,536		
25	3042	LBR	Jane Bancroft Cook Library	1985	74,731		Library / Classrooms	0.15	17,316	207,792	29,400	21,741
26	3043	ANL	Sarasota Anthropology Lab	1986	652		Classrooms	0.15	98	1,176		
31	3059	CWW	Covered Walkway (COH to CHL)	1926	835		Infrastructure	N/A	0	0		
38	3064	CPS	Chiller Plant	1959	3,535		Infrastructure	42	148,129	1,777,548	482,109	1,131,158
39	3065	HNS	Rolland V. Heiser Nat. Sci. Complex	1989	35,214		Offices / Classrooms	0.15	8,437	101,244	28,250	32,056
40	3066	MBR	Pritzker Marine Bio. Lab	2000	8,920		Classrooms	0.15	1,338	16,056	106,666	39,703
41	3067	SSE	Sarasota Sailing Equipment Shed	2000	126		Storage	0.15	18	216		
43	3073	CWC	Counseling and Wellness Center	1996	3,556		Office	0.15	534	6,408		
44	3074		Dort Arch		0		Infrastructure	N/A	0	0		
42	3068	HGN	Heiser Greenhouse North	2001	320		Classrooms	0.15	48	576		
45	3075	KNR	Knight Residence - 5901 Bay Shore Rd	1955	2,869		Residence	250	316	3,792	5,125	50
46	3076	RER	Reichert House - 572 58th St	1954	2,574		Residence	250	350	4,200	608	875
47	3077	SAR	Salvator Residence-540 58th St	1958	2,039		Residential/Ink Use	750	160	1,920	3,075	3,791
56	3085	NAC	New Academic Center				Classrooms	0.15	1,543	18,516		
57	3086	PAL	Public Archeology Lab	2010	1,771		Classrooms	0.15	236	2,832		
58	3087	HGW	Heiser Greenhouse West	2009	900		Classrooms	0.15	120	1,440	10,741	7,625
			Palmer "A" and "E"								30,556	31,533
			Palmer "B", "C", and "D"								3,300	3,260
			Keating Center								139,725	0
			Entrance Wall								0	9,675
			Entrance Wall (?)								842,322	1,284,273
			Total Square Footage		229,749	32			191,260	2,313,136		
									Per Day	Per Month		

\* Water Meter Usage (Average Daily), West Campus: 28,076 42,805

\* Water meter usage is assumed to be a monthly metered demand and divided by 30 days to derive usage per day

**New College of Florida**

*2016 Level of Service Analyses in Support of an Updated Campus Development Agreement*

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New College of Florida  
Table No. IX

Wastewater Flow Generation Per Lift Station Collection System

**West Campus**

New College of Florida Buildings as of 6-24-10										Projections	
Row Num	Bldg Num	Bldg Prefix	Building Name	Year Constr.	Historic	Gross Square Footage		Building Use	Wastewater Flow Per Unit Type	Wastewater Demand (gpd)	
						Area	EDU				
1	3001	CHL	College Hall	1924	X	21,441		Office / Classrooms	0.12	2,573	
2	3002	COH	Cook Hall (Admin - South Hall)	1926	X	12,047		Office	0.12	1,446	
3	3003	ROB	Robertson Hall - Carriage House	1925	X	3,681		Office	0.12	442	
4	3004	SSC	Social Science	1925	X	1,794		Classrooms	0.12	215	
5	3005	BRN	The Barn (Four Winds Café)	1925	X	1,402		Retail	0.2	280	
6	3007	DEV	Trailer - Development	1963		939		Office - Storage	0.12	113	
7	3008	UTL	Utility - Pumps	1948		194		Infrastructure	N/A	0	
8	3012	CPD	Campus Police	1955		2,033		Office	0.12	244	
23	3038	BON	Bon Seigneur Residence	1948		4,188		Office/Classrooms	0.12	503	
26	3043	ANL	Sarasota Anthropology Lab	1986		652		Classrooms	0.12	78	
31	3059	CWW	Covered Walkway (COH to CHL)	1926		835		Infrastructure	N/A	0	
39	3065	HNS	Rolland V. Heiser Nat. Sci. Complex	1999		36,214		Offices / Classrooms	0.12	4,346	
40	3066	MBR	Prizker Marine Bio. Lab.	2000		8,920		Classrooms	0.12	1,070	
41	3067	SSE	Sarasota Sailing Equipment Shed	2000		120		Storage	0.12	14	
42	3068	HGN	Heiser Greenhouse North	2001		320		Classrooms	0.12	38	
43	3073	CWC	Counseling and Wellness Center	1996		3,559		Office	0.12	427	
44	3074		Dort Arch			0		Infrastructure	N/A	0	
56	3085	NAC	New Academic Center	2011		35,622		Classrooms	0.12	4,275	
57	3086	PAL	Public Archeology Lab	2010		1,771		Classrooms	0.12	213	
58	3087	HGW	Heiser Greenhouse West	2009		800		Classrooms	0.12	96	
						Total Square Footage	136,532	0	gpd	16,373 Wastewater	

Wastewater Flow, West Campus City Lift Station No. 56:	Projected Gallons Per Minute (gpm) Per Pump <sup>1</sup>	28
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<sup>1</sup> Calculated Peak Flow

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**New College of Florida**  
**Table No. X**  
**Wastewater Flow Generation Per Lift Station Collection System**

**West Campus**

New College of Florida Buildings as of 6-24-10							Projections		
Row Num	Bldg Num	Bldg Prefix	Building Name	Year Constr.	Historic	Gross Square Footage	Building Use	Wastewater Flow Per Unit Type	Wastewater Demand
9	3013	PMA	Palmer "A"	1969		9,411	Offices / Classrooms	0.12	1,129
10	3014	PMB	Palmer "B"	1969		8,230	Student Housing	100	3,200
11	3015	PMC	Palmer "C"	1969		8,534	Classrooms	0.12	1,024
12	3016	PMD	Palmer "D"	1969		8,534	Classrooms	0.12	1,024
13	3017	PME	Palmer "E"	1969		8,382	Classrooms	0.12	1,006
45	3075	KNR	Knight Residence - 5801 Bay Shore Rd.	1955		2,869	Residence/Mixed Use	200	200
46	3076	RER	Reichert House - 572 58th St.	1954		2,574	Residence/Mixed Use	200	200
47	3077	SAR	Salvatori Residence-540 58th St.	1958		2,039	Residence/Mixed Use	600	600
			Future Residence hook-ups on 58th St.			16,312	Residence/Mixed Use	200	4,800
					Total Square Footage	50,573	Housing	gpd	13,183
									Wastewater

2

Projected Gallons Per Minute  
(gpm) Per Pump<sup>1</sup>

Wastewater Flow, West Campus -  
58th Street Lift Station No. 1:

**West Campus**

New College of Florida Buildings as of 6-24-10							Projections		
Row Num	Bldg Num	Bldg Prefix	Building Name	Year Constr.	Historic	Gross Square Footage	Building Use	Wastewater Flow Per Unit Type	Wastewater Demand
25	3042	LBR	Jane Bancroft Cook Library	1985		74,731	Library / Classrooms	0.12	8,968
38	3064	CPS	Chiller Plant	1999		3,535	Infrastructure	0	0
					Total Square Footage	195,724	Housing	gpd	8,968
									Wastewater

16

Projected Gallons Per Minute  
(gpm) Per Pump<sup>1</sup>

Wastewater Flow, West Campus -  
Library Lift Station No. 3:

<sup>1</sup> Calculated Peak Flow

## **New College of Florida**

### **2016 Level of Service Analyses in Support of an Updated Campus Development Agreement**

#### **3) Caples Campus:**

The Caples Campus comprises the Fine Arts Complex and faculty offices located between Bayshore Road and Sarasota Bay, immediately south of the John Ringling Museum. The new classrooms buildings and auditorium that compose the Fine Arts Complex are served by one master meter. The two historic Caples house and garage structures providing classroom and faculty offices are on a separate meter, connected to an internal 8-inch water distribution line with fire protection. This water line is connected to the 6-inch water line on Bayshore Road (see Table No. XI).

Wastewater service is provided by an internal gravity collection system to two New College-maintained lift stations including Lift Station No. 4, which discharges approximately 15 gpm into the City of Sarasota's 8-inch gravity system and wastewater system, and a second unnumbered lift station. Further evaluation of the lift stations may be required as additional facilities are anticipated (see Table No. XII).

#### **D. Conclusion**

Collectively, the wastewater flows generated by the seven privately and City-maintained lift stations on the New College Campus discharge approximately 210 gpm into the City of Sarasota wastewater system. Additionally, potable water reductions will be achieved through sustainability initiatives that will provide reclaimed water from cisterns and stormwater systems for nonpotable water uses.

The 8-inch force main on Bayshore Road flows southward into the gravity collection system of the City's Lift Station No. 21. Lift Station No. 21 discharges the wastewater from New College and the gravity collection system through a 10-inch force main by means of two 950-gpm pumps to the gravity collection system of Lift Station No. 9 that then discharges via two 850-gpm pumps and one 1700-gpm pump through a 14-inch force main southward to the City of Sarasota Master Pump Station No. 10.

Currently, on-site campus potable water and wastewater system capacity (see Table No. XIII) meets or exceeds the City Level-of-Service concurrency requirements as well as the long-range student enrollment increase projections for the New College of Florida campus. As additional facilities are anticipated, additional analysis will be provided to evaluate the localized impact to the affected portion of campus and to identify if specific improvements are necessary.

**New College of Florida**

*2016 Level of Service Analyses in Support of an Updated Campus Development Agreement*

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New College of Florida

Table No. XI

Potable Water Demand Projections

Caples Campus

New College of Florida 5-Year Water Usage Comparison													
Row Num	Bldg Num	Bldg Prefix	Building Name	Year Constr.	Gross Square Footage		Building Use	Water Use Per Unit Type	Projections		Actual Average Monthly Usage		
					Area	EDU			Water Demand (gpd)	Water Use Per Month Gallons	2010	2015	2020
14	3018	CAP	Caples House	1930	5,804		Offices - Dining Hall	250	150	22,500			
15	3019	CGR	Caples Garage (Carriage House)	1930	2,350		Offices / Classrooms	0.15	353	10,575			
32	3060	CFA	Caples Fine Arts Complex / Sainer Auditorium	1992	7,842		Assembly Hall Auditorium	0.15	1,176	35,268			
33	3060	CFA	Caples Fine Arts Complex / Iserman/Felsmann FA Bldg.	1992	10,612		Classrooms	0.15	1,592	47,754			
34	3060	CFA	Caples Fine Arts Complex / Lota Mundy Music Building	1992	3,865		Classrooms	0.15	560	17,243			
35	3060	CFA	Caples Fine Arts Complex / Sculpture Studio	1992	5,325		Classrooms	0.15	793	23,863			
			Old Caples/Boat House										
			Caples Fine Arts Complex										
					35,798	0			5,249 Per Day	157,473 Per Month	12,535	25,941	
											30,666	11,733	
											43,199	37,674	

\* Water Meter Usage (Average Daily), Caples Campus: 1,439 1,255 0

\* Water meter usage is assumed to be a monthly metered demand and divided by 30 days to derive usage per day.



**New College of Florida**

*2016 Level of Service Analyses in Support of an Updated Campus Development Agreement*

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New College of Florida  
Table No. XII

Wastewater Flow Generation Per Lift Station Collection System

**Caples Campus**

New College of Florida Buildings as of 6-24-10										
Row Num	Bldg Num	Bldg Prefix	Building Name	Year Constr.	Historic	Gross Square Footage		Building Use	Projections	
						Area	EDU		Wastewater Flow Per Unit Type	Wastewater Demand (gpd)
14	3018	CAP	Caples House	1930	X	5,804		Offices - Dining Hall	200	600
15	3019	GGR	Caples Garage (Carriage House)	1930	X	2,350		Offices / Classrooms	0.12	282
32	3060	CFA	Caples Fine Arts Complex / Sainer Auditorium	1992		7,842		Assembly Hall Auditorium	0.12	941
33	3060	CFA	Caples Fine Arts Complex / Iserman/Felsmann FA Bldg.	1992		10,612		Classrooms	0.12	1,273
34	3060	CFA	Caples Fine Arts Complex / Lota Mundy Music Building	1992		3,865		Classrooms	0.12	464
35	3060	CFA	Caples Fine Arts Complex / Sculpture Studio	1992		5,325		Classrooms	0.12	639
						<b>Total Square Footage</b>	<b>35,798</b>		<b>gpd</b>	<b>4,199 Wastewater</b>

Wastewater Flow, Caples Campus Lift Station No. 4:	12
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<sup>1</sup> Calculated Peak Flow

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New College of Florida  
 Table No. XIII  
Potable Water and Wastewater Flow Totals for all Campuses

Campus	Projection		
	Potable Water Use Per Day	Potable Water Use Per Month	Wastewater Demand Per Day
	Gallons	Gallons	Gallons
East Campus ✓	113,745	3,412,340 ✓	92,978
West Campus	191,260	5,613,136	16,373
Caples Campus	5,249	157,473	4,199
<b>Total</b>	<b>310,254</b>	<b>9,182,950</b>	<b>113,550</b>

**Actual Total\*\*      73,301                      2,199,068                      -**

\* Water meter usage is assumed to be a monthly metered demand and divided by 30 days to derive usage per day.

## **Section IV. – Stormwater Analysis Review**

This analysis accounts for stormwater permitting activity that has occurred since the prior Amendment to the Campus Development Agreement on 2013. The City's Stormwater Level of Service (LOS) requires that the stormwater system shall provide adequate capacity to maintain a minimum LOS C (Street and Yard Flooding only) using a 25-year/24-hour design storm. Stormwater concurrency is generally determined at the completion of construction and release to the operation and maintenance phase, in accordance with permits from the Southwest Florida Water Management District (SWFWMD). It is expected that the anticipated growth for the next 20 years will be accommodated by the available vacant land on campus to provide an overall net benefit to stormwater treatment and attenuation at the current standards and LOS requirements. The stormwater system characteristics are detailed in the accompanying diagram, with each campus described below.

The SWFWMD permits for the New College Campus are summarized in the Table 1. Additionally, Map 1 identifies existing stormwater facilities and future improvements. There are three permits which have not transferred to the Operation and Maintenance Phase. The permits are considered on-going and have not reached their expiration date yet. New College of Florida will pursue the transfer to Maintenance and Operations phase at the completion of the projects. The existing NCF campus can be considered concurrent based upon the established permitting process parameters currently being followed.

In addition, the Campus Master Plan outlines future actions that will provide integration of sustainability goals into the stormwater system. The measures to integrate the stormwater goals for the three campuses of New College are described:

### **A. Bayfront Campus**

The concept for this portion of the system must be well coordinated with ecologically-oriented regenerative landscapes. Currently, existing drainage from the Bayfront Campus area outfalls to Sarasota Bay, and consists of open surface water ponds, swales and closed underground storm drains. The existing stormwater system also includes open drainage features/watercourses along the north and south side of the campus. Enhancement of the existing, open drainage basins along the north and south side of the system would allow it to function more sustainably with minimal modification. Among the enhancements may be open water sumps and oil and grease skimmers to separate contaminants or floatables.

In addition, a stormwater pond and saltwater marsh area have been constructed in the northwest portion of this campus. The two existing outfalls from the Bayfront Campus could both be redirected to the stormwater pond area which could then outfall to the salt water marsh area. There may also be opportunities to "daylight" a portion or all of one or both of these primary stormwater pipes. It is also recommended that Low Impact Development (LID) strategies including bioretention, Florida friendly landscaping, permeable pavers, green walls, green roofs, tree-box filters, rain gardens, curbsless parking islands and cisterns be considered to address stormwater runoff close to its source in the built areas of the campus. More information on LID is available in the Appendix.

### **B. Pei Campus**

Currently, drainage from the central campus area outfalls to the U.S. 41 storm sewer system. The existing drainage infrastructure consists of open surface water ponds, drainage ditches and closed underground storm drains. The plan for the central campus proposes both on-site

bioretention and a regional stormwater management facility located north of College Drive. This entire system could be inter-connected to the FDOT drainage system possibly provide for additional regional benefits which could be credited to the College. Such improvements may help address any shortfall in on-site stormwater for the Pei Campus. Low Impact Development strategies similar to those shown for Bayfront Campus are proposed.

Under existing conditions, drainage from the Pei Campus area outfalls to a large stormwater pond north of the campus within the Sarasota-Bradenton Airport. The existing drainage infrastructure consists of open drainage ditches and closed underground storm drains. The stormwater infrastructure in the Pei Campus area has not been surveyed, which is recommended. The eastern portion of the campus historically contained an elongated wetland slough system that ran from south to north and has been altered.

It is recommended that to improve the system in this area, a water level and overflow structure be constructed to enhance the wetland area, and provide a more direct outfall to the north during major storm events. The plan anticipates that the east-west ditch located along the north side of the Pei Campus will be enclosed or removed and relocated due to maintenance and aesthetic problems. It is also recommended that the College work with the Sarasota Bradenton Airport Authority to create a stormwater environmental area to address joint issues in this area. Low Impact Development strategies similar to those shown for west and central campus are proposed.

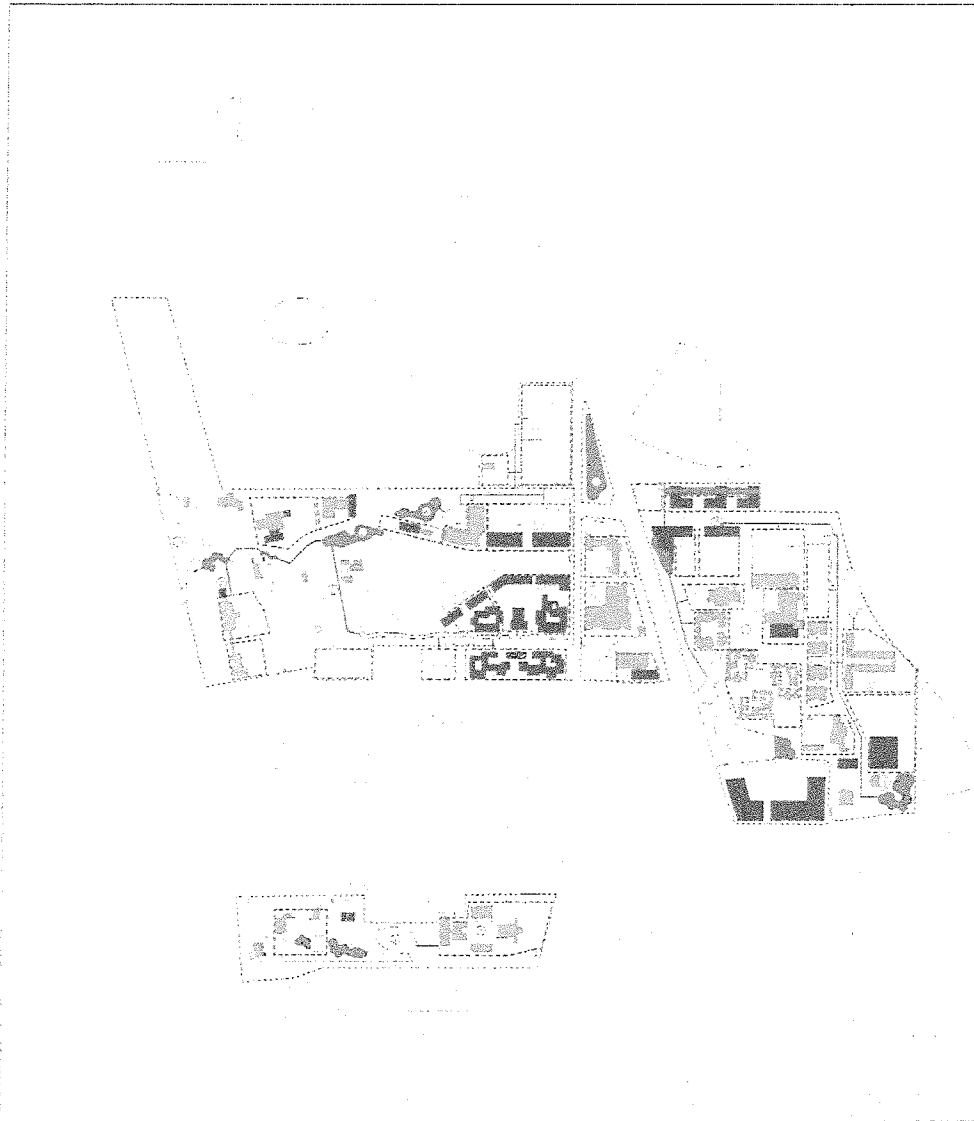
**C. Caples Campus**

Currently, drainage from the Caples campus area outfalls to Sarasota Bay. The existing drainage infrastructure consists of a surface water ponds and underground storm drains. Stormwater from the Caples Campus is presently served by a small but unsightly pond. The plan for this area is to reshape the banks with more gradual side slopes and create a series of shallow stormwater basins areas that will appear more natural, as landscape features. This enhancement would also increase the amount of stormwater area available.

**Table 1**

<b>Permit No.</b>	<b>Project Name</b>	<b>Issued Date</b>	<b>O&amp;M Date</b>	<b>Expiration Date</b>
4408662.16	NCF - Lagoon and Pedestrian Improvements	9/30/2011	10/01/2012	9/30/2016
4408662.17	NCF - Robertson Hall Expansion	1/4/2012	<i>Pending</i>	1/4/2017
4408662.18	NCF - Bell Tower	5/24/2012	<i>Pending</i>	5/24/2017
4408662.19	NCF - Library Plaza	6/21/2012	<i>Pending</i>	6/21/2017

# Map 1



## Campus Plan - 2030

### Proposed Stormwater System

#### Stormwater Improvements

##### All campus areas

1. Low impact development measures (bioretention, permeability, etc.)

##### Dayfront Campus

2. Ground drainage/watercourse features
3. Stormwater pond/saltwater marsh
4. Open water sumps
5. Potential daylighted stormwater route

##### Pel Campus

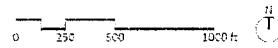
6. Relocate or enclose existing ditch







##### Capes Campus

7. Improve existing stormwater pond

#### SWFWMD Permits

- A: Lagoon and Pedestrian Improvements (No. 4403862.16)
- B: Roberson Hall Expansion (No. 4402662.17)
- C: Bell Tower (No. 4402662.18)
- D: Library Plaza (No. 4402662.19)



-  Existing Stormwater Corridor
-  Future Stormwater Corridor
-  Existing Retention Area
-  Future Retention Area
-  Stormwater Improvements
-  SWFWMD Permits

## **Section V. – Mass Transit Level of Service Review**

The City of Sarasota has a straightforward level-of-service standard for transit. It is simply to be consistent with Sarasota County's adopted level of service for Sarasota County Area Transit system (SCAT) which is to improve transit service, as measured by vehicle revenue hours, from levels in effect in January 2010. Provided the campus location straddling the Manatee and Sarasota County line, the campus is serviced by both SCAT and Manatee County Area Transit (MCAT). The Sarasota/Manatee 2040 Strategic Mobility Plan identified the US 41 corridor, which bisects the New College campuses as a corridor for Multimodal Emphasis and therefore an increase of funds will be allocated to enhance transit and other non-motorized uses along the corridor which will in return make it easier for students and staff to reach non campus destinations without automobile use.

Traffic strategies related to sustainability is a key component of the vision provided in the Campus Master Plan. The transportation plan for the campus is based on a series of adjustments to the existing infrastructure of roads, parking lots, and on modifications to current transportation policies.

As discussed in the Transportation Level of Service Analysis, the campus is organized in a unique way relative to usual practices for colleges and universities. First, the campus provides on-campus housing for the majority of New College students, and would like to continue this tradition over the long term. This allows many students to forego owning an automobile. Typically about 50% to 70% of students at residential colleges own automobiles. Second, for students who own automobiles, many remain parked and are driven infrequently. Third, a significant opportunity exists for faculty and staff to live adjacent to campus. These three characteristics tend to make immediate access to automobiles a less critical concern on a day-to-day basis. Since the Sarasota area remains a very automobile-oriented environment, however, it will be important for students, faculty and staff to have access to convenient transportation.

A theme for the campus is that transportation should be provided through a variety of diverse methods. Low traffic parking and transportation policies are provided within the Campus Master Plan to encourage the reduction of automobile trips, encourage use of transportation alternatives, and implement related policies, as follows:

- Promote a more pedestrian and public transportation friendly link between the campus and adjacent neighborhoods to help reduce emissions associated with automobiles;
- Provide bicycle racks and locks, well-designed routes, and establish a shower/changing areas in a variety of locations on campus to facilitate internal New College campus bicycle usage;
- Create 5 to 15 minute loading/drop-off zones in key locations, especially near the west end of General Spaatz Blvd, Cook Library and the Hamilton lawn drop-off area; and
- Establish a free transit pass and parking "cash-out" program to financially reward carpoolers, transit riders, bicycle and pedestrian commuters.

### **Conclusion:**

The implementation of these policies and New College's commitment to sustainability mesh perfectly with Sarasota County's desire to improve transit service. The Level of Service requirement is met and enhanced by New College's efforts.



**Existing Bus Routes Serving New College Campuses (SCAT)**

Route No.	From	To	Routes
99	Downtown Sarasota	Downtown Bradenton	Via US 41 Corridor
15	New College/ Sarasota- Bradenton Airport	Sarasota Pavilion/ Gulf Gate	Via Desoto Rd/University Blvd to the Mall at University Town Center, Cattlemen Station via Honor Ave/Cattlemen Rd, then to Sarasota Pavilion/Gulf Gate via Clark Rd
2	New College/ Sarasota- Bradenton Airport	Downtown Sarasota	Via Old Bradenton Rd/Cocoanut Ave Corridor
30	New College/ Sarasota- Bradenton Airport	Lakewood Ranch Medical Center	Via University Blvd
80x	New College/ Sarasota- Bradenton Airport	Downtown North Port	Via US 41 to Downtown Sarasota, then to North Port via Bahia Vista St/I-75/US 41/Sumter Blvd
90x	New College/ Sarasota- Bradenton Airport	Downtown North Port	Via US 41 to Downtown Sarasota, then to North Port via Bee Ridge Rd/I-75/Sumter Blvd
100x	New College/ Sarasota- Bradenton Airport	Downtown North Port	Via US 41 to Downtown Sarasota, then to North Port via Bee Ridge Rd/I-75/Sumter Blvd

**Existing Bus Routes Serving New College Campuses (MCAT)**

Route No.	From	To	Routes
16	New College	DeSoto Mall	Via 15 <sup>th</sup> St E./301 Blvd

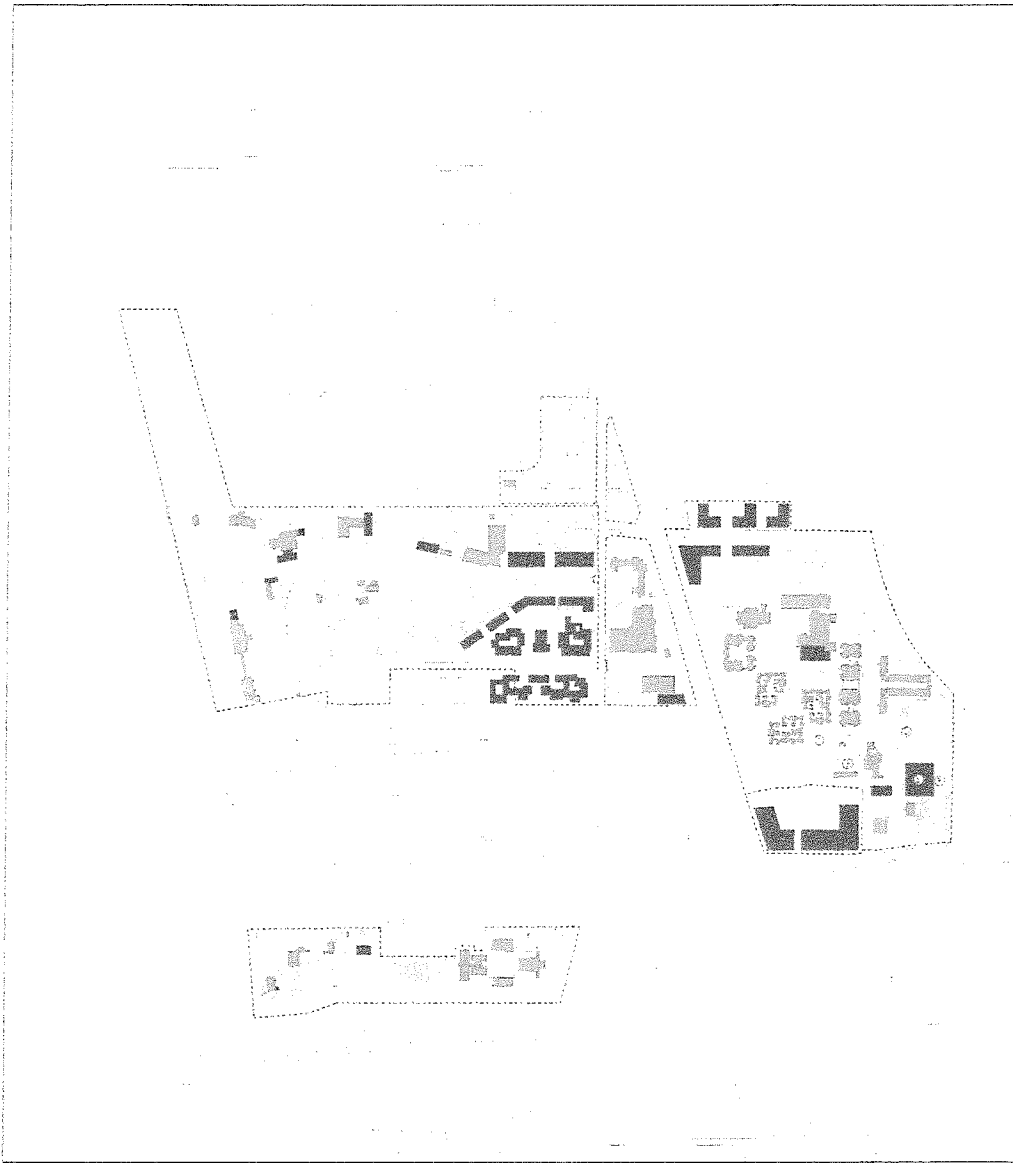
## **Section VII. - Recreation and Open Space Review**

The City of Sarasota has a level-of-service standard for open space and recreation facilities at a minimum of 10 acres per 1,000 resident population. The Parks + Connectivity Master Plan, which serves as the Support Document text for the Recreation and Open Space Chapter of the Comprehensive Plan identifies approximately 14 acres of parks for every 1,000 residents.

New College offers an extensive array of open space and both indoor and outdoor recreation facilities, including a fitness center, outdoor swimming pool, tennis courts, basketball/volleyball courts, extensive greens, pathways, urban open spaces, and boating facilities. Additionally, a new 30,000 square feet gymnasium is planned on the Pei Campus. Other public facilities close to the New College Campus include North Tower Park and Centennial Park. Public access to Sarasota Bay exists at Indian Beach at the south end of Bay Shore Road. In addition, Sunset Circle Park and a semi-public access to Sarasota Bay are located along North Shore Drive south of the Caples Campus.

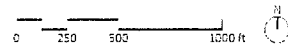
As discussed elsewhere in the analyses, there has been a significant reduction in the prior vested level-of-service impacts related to the reduction in the number of students with the physical separation of New College and USF. This reduction in impact will exceed the duration of the pending Campus Development Agreement and will even extend beyond the 50-year long-range scenario of the New College Campus Master Plan.

# Map 1



Campus Plan - 2030  
Open Space and Recreation Facilities

- Recreation Facilities**
- A: Tennis Courts
  - B: Outdoor Swimming Pool
  - C: Fitness Center
  - D: Baseball/Softball Field
  - E: Gymnasium
  - F: Basketball Court



- Greenspace
- Recreation Facility

## **Section VI. – Solid Waste Level of Service Review**

The City of Sarasota has a level-of-service standard for its solid waste collection system that shall provide collection and disposal of 6.9 pounds of waste per day per capita to ensure adequate and safe solid waste services. The City is required ensure safe and accessible locations of recycling and solid waste receptacles. The City of Sarasota also is required to continue to coordinate with Sarasota County to ensure adequate allocation of landfill space by the County for the City's projected needs, including investigation of alternative methods of disposal such as resource recovery and recycling.

New College has adopted aggressive waste reduction and management goals in its Campus Master Plan. Waste Reduction and Recovery Objectives include:

- Lessen environmental impacts from waste management practices;
- Reduce the amount and toxicity of wastes that are purchased and disposed;
- Reuse, recycle and compost the maximum amount of materials; and
- Become a leader, promoter and teacher of sustainability.

The College has located several 96-gallon receptacles clearly labeled for either trash or recycling within the housing areas, accessible, yet hidden from public view. The lids will be interchangeable so that when recycling increases and trash collection decreases, only the receptacle lids will need to be replaced. These large receptacles will be transferred to compactors by custodians. It is anticipated that the amount of waste recycled will increase over time due to the ease of the single stream service. It is a goal of New College to reduce waste 90% by 2020 and to produce zero waste by 2025.

The City does not own nor operate any disposal facilities. The City has entered into an agreement with Waste Services, Inc. to maintain and operate a Transfer Station located within the City Limits for both Solid Waste collected by the Solid Waste Management Division and Recyclables collected from Residential households. Disposal of municipal solid waste is governed by an interlocal agreement between the City and Sarasota County that provides for the disposal at the County's Central Sarasota Landfill. In June 1998, The Central County Solid Waste Disposal Complex was opened. This facility consists of approximately 550 acres of landfill area. It is projected in Sarasota County's Comprehensive plan to serve the County's needs through 2038.

There has been a significant reduction in the prior vested LOS impacts related to the reduction in the number of students with the physical separation of New College and USF. This will effectively provide 50 years or more of solid waste capacity to New College.




In August 2014, New College initiated a new trash and recycling program. Trash service will continue to be handled by the City of Sarasota, and trash compactor service will continue to be provided by Republic Services. However, Waste Management will be the new single stream recycling vendor, so that all plastic, metal, paper and light cardboard can be collected together.

As discussed elsewhere in the analyses, there has been a significant reduction in the prior vested level-of-service impacts related to the reduction in the number of students with the physical separation of New College and USF. This reduction in impact will exceed the duration of the pending Campus Development Agreement and will even extend beyond the 50-year long-range scenario of the New College Campus Master Plan.



Context Area

Property Ownership and Jurisdiction

-  New College of Florida
-  City of Sarasota Boundary
-  County Boundary

CAMPUS DEVELOPMENT AGREEMENT

THIS CAMPUS DEVELOPMENT AGREEMENT, made this 18<sup>th</sup> day of January, 2013 by and between NEW COLLEGE OF FLORIDA, ("New College"); and the CITY OF SARASOTA, a municipal corporation of the State of Florida, (the "City").

WITNESSETH:

WHEREAS, New College 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 the City of Sarasota, and

WHEREAS, in recognition of this unique relationship between university campuses 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 City and the University of South Florida previously entered into a campus development agreement on June 23, 2000, which agreement approved 152,800 gross square feet of academic, support and housing development, and

WHEREAS, New College is now an independent University within the Florida State University System, and

WHEREAS, the City and New College as successor to the University of South Florida extended the term of the campus development agreement in 2005, and

WHEREAS, the University of South Florida no longer shares New College's campus and has now relocated away from the New College campus. This relocation resulted in a dramatic reduction in the number of students occupying the New College Campus equal to approximately 1,700 students (i.e., two-thirds of the total combined USF/New College student body for the 2005-2006 year), and

WHEREAS, New College has prepared and adopted a campus master plan for New College (the "Campus Master Plan") in compliance with the requirements set forth in Sections 1013.30(3)-(6), Florida Statutes, and

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

WHEREAS, this Campus Development Agreement (the "Agreement") shall determine the impacts of proposed campus development reasonably expected over the term of the Agreement on public facilities and services, including roads, sanitary sewer, solid waste,

drainage/stormwater management, potable water, parks and recreation, and public transportation, and

WHEREAS, the Campus Master Plan largely anticipates future growth on the campus to consist of absorbing and reusing existing development on the campus previously occupied by the University of South Florida, and

WHEREAS, Policy 15.1.5 of the Campus Master Plan requires new buildings be designed to conform to LEED Silver Standards, Florida Green Building and other standards; and

WHEREAS, this Agreement shall identify any deficiencies in public facilities and services which the proposed campus development will create, and

WHEREAS, this Agreement shall identify all improvements to facilities or services which are necessary to eliminate these deficiencies, and

WHEREAS, this Agreement shall identify New College'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 mutual terms, covenants and conditions contained herein, it is mutually agreed as follows:

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

B. **Purpose.** The purpose of this Agreement is to address concurrency implementation and the mitigation of impacts reasonably expected over the term of this Agreement and to meet the requirements of Section 1013.30(10), Florida Statutes. It is the intent of the parties to ensure that adequate potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, roads, and public transportation facilities and services are available for new development consistent with the LOS standards for these facilities as adopted in the Sarasota City Plan.

C. **Definitions of Terms.**

1. The term "Administration Commission" means that entity created pursuant to Section 14.202, Florida Statutes.

2. The term "affected person" means a host local government; an affected local government; any state, regional or federal agency; or a person who resides, owns property, or owns or operates a business within the boundaries of a host local government or affected local government.

3. The term "aggrieved or adversely affected person" means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities,

health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.

4. The term “Campus Master Plan” means the New College Campus Master Plan, which was prepared and adopted consistent with the requirements of Subsections 1013.30 (3)–(6), Florida Statutes, including existing and proposed development, and which is attached hereto as Exhibit “A”.

5. The term “comprehensive plan” means the Sarasota City Plan, which was prepared and adopted consistent with the requirements of Subsections 163.3177 and 163.3187, Florida Statutes.

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

7. The term “development” means the carrying out of any building activity, or the making of any material change in the use or appearance of any structure or land or the subdivision of land.

8. The term “development order” means any order granting, denying or granting with conditions an application for a development permit.

9. The term “development permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

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

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

12. The term “state land planning agency” means the Department of Economic Opportunity

**D. General Conditions.**

1. The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by New College and the City.

2. New College 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 New College.

3. The City represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the City represents that this Agreement has been duly authorized by the City and constitutes a valid, binding and enforceable contract of the City having been approved by the City and having been the subject of one or more duly noticed public hearings as required by law; and does not violate any other Agreement to which the City is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the City is subject.

4. Except as specifically referenced herein, no development permits, development orders, or development approval shall be required from the City for construction projects described in Tables III and IV of the Levels of Service Analyses (Revised) In Support Of An Updated Campus Development Agreement Dated September, 2012 attached hereto as Exhibit "B" ("Concurrency Analysis"). Upon execution of this Agreement, all campus development identified in Exhibit "B" may proceed without further review by the City if it is consistent with the terms of this Agreement. State and regional environmental program requirements shall remain applicable, except that all other sections of Part II of Chapter 163, Florida Statutes, and Section 380.06, Florida Statutes, are superseded as expressly provided in Section 1013.30, Florida Statutes. New College and the City's Utilities Department shall cooperate with regard to the provision of utilities. New College shall demonstrate to the City that any work or connection to any City's utility mains is consistent with generally accepted utilities connection and construction standards.

5. In the event that all or a portion of the development depicted within the Campus Master Plan that is vested from the City's concurrency requirements shall be destroyed by fire, storm or other force majeure, New College, its grantees, successors and assigns shall have the right to rebuild or repair.

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. Notwithstanding this paragraph, the parties acknowledge that the adopted New College Campus Master Plan, as amended, and various interlocal agreements, none of which is incorporated into this Agreement, may be related to the same topics that are the subject matter of this Agreement. This Agreement is supplemental to those documents, and is not intended to replace them in any manner.

E. **Geographic Area Covered By this Agreement.** The real property subject to this Agreement and included within it is identified in Exhibit "C," the New College Campus, attached hereto and incorporated herein by this reference.

F. Description of Public Facilities and Services.

1. New College is primarily served by three roads: Bay Shore Road, U.S. 41 (Tamiami Trail) and University Parkway. U.S. 41 is a 4-lane Major Arterial and University Parkway is a 4-lane Interstate Connector. These two roadways are on the City Thoroughfare Plan. Other on-campus roadways have not been functionally classified.

2. Sanitary sewer or wastewater service is provided by New College through its private sanitary systems and the City's existing public sanitary systems. New College and the City agree that there exists sufficient sanitary sewer/wastewater capacity to serve the presently-served portions of the New College campus.

3. The City currently provides solid waste collection and disposal services to the New College Campus. New College and the City agree that there exists sufficient solid waste capacity to serve the presently-served portions of the New College campus.

4. The New College campus is located adjacent to the Whitaker Bayou Sarasota County Drainage Basin. West campus drainage and drainage from the Caples campus area currently outfalls to Sarasota Bay. The current stormwater infrastructure in these two areas consists of surface water ponds, swales, and underground storm drains. Central campus drainage outfalls to the U.S. 41 storm sewer system. The current Central campus stormwater infrastructure consists of surface water ponds, drainage ditches, and underground storm drains. East campus drainage outfalls to a stormwater pond within the Sarasota-Bradenton Airport. The current East campus stormwater infrastructure consists of drainage ditches and underground storm drains.

5. Potable water is provided by the City through the existing distribution system. New College and the City agree that there exists sufficient potable water capacity to serve the presently-served portions of the New College campus.

6. New College currently provides an Athletic Area, extensive lawns, multi-use paths, trails, and other high-quality open space areas to serve on-campus recreation needs, including the Uplands Shoreline Area, the West campus Regenerative Area, and the West campus Waterfront Area. New College and the City agree that there exists sufficient park and recreation area on the New College campus to serve the on-campus residents' needs.

7. Both U.S. 41 and University Parkway are transit corridors with Sarasota County Area Transit ("SCAT") bus routes. SCAT Route 99 travels along U.S. 41, turns down Ringling Plaza to Bay Shore Road and runs along Bayshore Road to General Spaatz Boulevard with a scheduled stop on Bayshore Road adjacent to the main crosswalk between New College's Central and West Campuses. SCAT Routes 2 and 15 run along University Parkway to the Sarasota-Bradenton Airport. SCAT Route 99 has a stop at the Ringling Museum with a bus stopping each direction approximately every half an hour between 5 a.m. and 7 p.m. Monday through Saturday. New College acknowledges that the City is engaging in a Bus Rapid Transit

("BRT") augmentation planning process and will encourage the New College community to participate in that planning process.

G. **Level of Service Standards.**

1. The City lists U.S. 41 as a Major Arterial with an adopted Level-of-Service ("LOS") D. U.S. 41 is currently operating at LOS F from University Parkway to Myrtle Street and at LOS C from University Parkway north to the City line. The City lists University Parkway as an Interstate Connector with an adopted LOS C. University Parkway is currently operating at LOS C from U.S. 41 east to the City line. University Parkway is projected to operate at LOS F by 2020. To meet concurrency in the City, new development on roads meeting their LOS standards must demonstrate it will not degrade the roads' LOS below the adopted LOS standard. New development on deficient roads must demonstrate it will not degrade the deficient roads' LOS below the current LOS condition at the time of development. The City may use multimodal improvements, Transportation Systems Management, or Transportation Demand Management measures to remedy existing and projected LOS deficiencies. Multimodal improvements may include, but are not limited to, crosswalks, wider sidewalks, on-street parking, bus turnouts, bicycle lanes, multi-use trails, traffic calming, raised medians, intersection bulb-outs, and secure bicycle parking.

2. The City has a sanitary sewer LOS of 200 gallons per day of treatment capacity per equivalent residential unit (ERU). The City is pursuing eliminating septic systems in the City, taking into consideration the benefit of doing so on a case-by-case basis.

3. The City has a solid waste LOS of 6.9 pounds of waste per day per capita. The City also continues to investigate alternative methods of disposal such as recycling.

4. The City has a minimum drainage design LOS C (street and yard flooding only) during the 25 year/24 hour design storm event.

5. The City has a potable water LOS of 200 gallons per day of treatment capacity per ERU.

6. The City has a parks and recreation LOS of 10 acres per 1,000 resident population.

7. Both U.S. 41 and University Parkway are mapped as transit corridors. The City has established improvement of transit service, as measured by vehicle revenue hours, as the transit LOS. Additionally, the City requires development on transit corridors to dedicate an easement to SCAT for public transit use. The easement must be of a sufficient size to provide, at a minimum, a concrete pad.

H. Existing Financial Arrangements.

1. The City provides New College with potable water, sanitary sewer/wastewater and solid waste disposal services according to general customer rates established by the City.

I. Impacts, Improvements, and Financial Assurances.

1. As demonstrated in the Concurrency Analysis Report attached hereto as Exhibit "B", new development on the New College campus consistent with the Campus Master Plan will not degrade the existing LOS on adjacent or impacted roadways because, due to the relocation of the University of South Florida, New College's projected build out over the term of this Agreement remains under the number of previously vested trips. New College and the City therefore agree that no off-campus road improvements are necessary to maintain the City's adopted LOS for transportation.

2. As demonstrated in the Concurrency Analysis, new development on the New College campus consistent with the Campus Master Plan will not degrade the existing sanitary sewer/wastewater LOS. There is sufficient capacity in the existing collection system to continue service to New College for the 50-year long range scenario of the Campus Master Plan. New College and the City therefore agree that no off campus sanitary sewer/wastewater improvements are necessary to maintain the City's adopted LOS for sanitary sewer/wastewater. The City and New College shall review sanitary sewer/wastewater infrastructure in connection with new building design and construction.

3. As demonstrated in the Concurrency Analysis, new development on the New College campus consistent with the Campus Master Plan will not degrade the existing solid waste LOS. New College shall pursue additional agreements or memoranda of understanding with the City as necessary to ensure there is adequate solid waste collection and disposal to serve the campus and meet the 6.9 pounds of waste per day per capita LOS. New College and the City therefore agree that no off-campus solid waste improvements are necessary to maintain the City's adopted LOS for solid waste.

4. As demonstrated in the Concurrency Analysis, new development on the New College campus consistent with the Campus Master Plan will not degrade the existing stormwater LOS. The anticipated growth for the next twenty (20) years should be accommodated by the available vacant land on campus to provide an overall net benefit to stormwater treatment and attenuation at the current standards and LOS requirements provided that any impacts of stormwater drainage to off-campus public stormwater management facilities are mitigated in accordance with the City's Engineering Design Manual and Southwest Florida Water Management District permitting requirements. New College and the City therefore agree that no off-campus improvements are necessary to maintain the City's adopted LOS for stormwater.

5. As demonstrated in the Concurrency Analysis, new development on the New College campus consistent with the Campus Master Plan will not degrade the existing

potable water LOS. There is sufficient capacity in the current distribution system to continue service to New College for the 50-year long range scenario of the Campus Master Plan. New College and the City therefore agree that no off-campus potable water improvements are necessary to maintain the City's adopted LOS for potable water. The City and New College shall review potable water infrastructure in connection with new building design and construction.

6. As demonstrated in the Concurrency Analysis, new development on the New College campus consistent with the Campus Master Plan will not degrade the existing parks and recreation LOS. New College will continue to provide on-campus active and passive recreation support to meet the needs of the campus. New College and the City therefore agree that no off campus parks or recreation are necessary to maintain the City's adopted LOS for parks and recreation.

7. As demonstrated in the Concurrency Analysis, new development on the New College campus consistent with the Campus Master Plan will not degrade the existing transit LOS. New College and the City therefore agree that no transit improvements are necessary to maintain the City's adopted LOS for public transportation.

**J. Concurrency Vesting for Development.**

1. The development being vested from concurrency is identified in the Campus Master Plan and the Concurrency Analysis attached hereto. Any extension to this Agreement shall recognize that any development identified in the Campus Master Plan and Exhibit "B" which has not been built shall remain vested from the City's concurrency requirements.

2. The City agrees to vest from its concurrency requirements the development identified in the Concurrency Analysis for the duration of this Agreement. New College shall comply with all the terms and conditions of this Agreement.

**K. Comprehensive Plans.** The Sarasota City Plan has been found to be "in compliance" by the Florida Department of Community Affairs. The City has determined that the Campus Master Plan as depicted in Exhibit "A" is consistent with the Sarasota City Plan.

**L. Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

**M. Applicable Law; Jurisdiction; Venue.** This Agreement, and the rights and obligations of the City and New College hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Section 1013.30, Florida Statutes. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Sarasota County, Florida. If any part or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

N. **Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and consist of the following, all of which are incorporated herein by reference and form a part of this Agreement:

Exhibit "A"— New College Master Plan Adopted June 14, 2008

Exhibit "B"— Levels of Service (Revised) Analyses In Support Of An Updated Campus Development Agreement Dated September, 2012 ("Concurrency Analysis")

Exhibit "C"— Campus Geographic Area Covered By This Agreement

O. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision hereof.

P. **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and same Agreement.

Q. **Effective Date and Duration.** This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of five (5) years thereafter, unless otherwise extended or terminated by mutual consent of New College and the City of Sarasota, in accordance with Section R of this Agreement. This Agreement supercedes all prior agreements; provided, however, that all campus development previously contemplated under such agreements shall remain vested for concurrency purposes.

R. **Amendment.** This Campus Development Agreement may be amended upon the adoption of an amendment to the Campus Master Plan in accordance with the requirements of Section 1013.30, Florida Statutes, subject to the City's rights thereunder, or by mutual consent of the parties

S. **Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Campus Development Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement. To the extent of any conflict with the zoning conditions or other rules and regulations which may otherwise govern development consistent with the Campus Master Plan, the terms and conditions of this Agreement shall prevail.

T. **Notices.** Any notices or reports required by this Campus Development Agreement shall be sent to the following:

For the City: Mayor

City of Sarasota  
1565 1st Street, Room 101  
Sarasota, Florida 34236

With a Copies to:

City Manager  
City of Sarasota  
1565 1<sup>st</sup> Street  
Sarasota, Florida 34236

Robert Fournier  
City Attorney  
1 So. School Avenue, Suite 700  
Sarasota, Florida 34237

For New College:

Dr. Donal B. O'Shea,  
President  
New College of Florida  
5800 Bay Shore Road  
Sarasota, Florida 34243

With a Copy to:

David Smolker, Esquire  
Bricklemyer Smolker & Bolves, P.A.  
500 E. Kennedy Boulevard, Suite 200  
Tampa, FL 33602

U. Force Majeure. All time periods or deadlines provided in this Agreement shall be automatically extended for delays caused by Acts of God, strikes, riots, hurricanes or other causes beyond the reasonable control of the affected party.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

**SIGNATURE PAGES TO FOLLOW**

NEW COLLEGE OF FLORIDA

By: *Donal B. O'Shea*  
Dr. Donal B. O'Shea, President

STATE OF FLORIDA  
COUNTY OF *Alachua*

The foregoing instrument is hereby acknowledged before me this *4<sup>th</sup>* day of *January*, 201~~2~~<sup>*3*</sup>, by Dr. Donal B. O'Shea, as President of New College of Florida. He is personally known to me or      has produced      as identification.



*M. L. Wilbur*  
NOTARY PUBLIC  
My Commission Expires: *1-28-14*

On *January 4*, ~~2012~~<sup>*2013*</sup>, The New College of Florida Board of Trustees, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement by Dr. Donal B. O'Shea, President, New College of Florida.

APPROVED AS TO LEGAL FORM AND CONTENT:

*David Smolker*  
David Smolker, General Counsel



(SEAL)

CITY OF SARASOTA

ATTEST:  
Clerk

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

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

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

CLERK

APPROVED AS TO LEGAL FORM AND CONTENT:

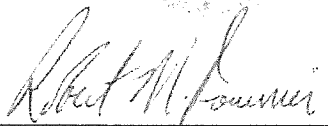



  
\_\_\_\_\_  
Robert Fournier, City Attorney

EXHIBIT C  
(Campus Geographic Area Covered By This Agreement)



Context Area  
Property Ownership and Jurisdiction

-  New College of Florida
-  City of Sarasota Boundary
-  County Boundary