FAU
BOARD OF TRUSTEES
Florida Atlantic University

Item: A-2

Wednesday, September 10, 2008

SUBJECT: TREASURE COAST CAMPUS DEVELOPMENT AGREEMENT

PROPOSED COMMITTEE ACTION

Strategic Planning Committee to review and recommend BOT approval of the Treasure Coast Campus Development Agreement (CDA) between Florida Atlantic University Board of Trustees and the City of Port St. Lucie.

BACKGROUND INFORMATION

In January 18, 2006, the Board adopted the Master Plan for the Treasure Coast Campus. Pursuant to Subsection 1013.30(15), Florida Statutes, following the adoption of the Master Plan, the university entered into a Campus Development Agreement with the City of Port St. Lucie to address the impacts created by the proposed development on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreations, and public transportation. The attached Campus Development Agreement, executed by the Mayor of Port St. Lucie, provides for development on the Treasure Coast Campus to be vested from concurrency as identified in the FAU Treasure Coast Campus Master Plan Update dated January 18, 2006.

IMPLEMENTATION PLAN/DATE

The Treasure Coast Campus Development Agreement will be effective for a term of ten years upon approval and execution by the Board of Trustees.

FISCAL IMPLICATIONS

No concurrency cost is associated with the execution of this CDA.

Supporting Documentation: **Campus Development Agreement between Florida Atlantic University Board of Trustees and the City of Port St. Lucie**

Presented by: Mr. Tom Donaudy, University Architect & VP **Phone: 561-297-2663**

CAMPUS DEVELOPMENT AGREEMENT
BETWEEN FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES AND
THE CITY OF PORT ST. LUCIE

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between the **CITY OF PORT ST. LUCIE** (herein referred to as the "City"), a municipal corporation of the State of Florida, and Florida Atlantic University Board of Trustees (hereinafter referred to as the "BOT"), a public corporation of the State of Florida, acting for the benefit of **FLORIDA ATLANTIC UNIVERSITY** (hereinafter referred to as "FAU").

W I T N E S S E T H:

WHEREAS, the Treasure Coast Campus of FAU is considered to be a vital public facility which provides research and educational benefits of local, regional, statewide and national importance, and which further provides substantial educational, economic, and cultural benefits to the City, and

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

WHEREAS, the BOT/FAU has prepared and adopted a Campus Master Plan for FAU in compliance with the requirements set forth in Subsections 1013.30 (3)-(6), Florida Statutes, and

WHEREAS, following the adoption of the Campus Master Plan by the BOT, FAU and City are required pursuant to Subsection 1013.30 (15), Florida Statutes, to enter into a campus development agreement, and

WHEREAS, the campus development agreement shall determine the impacts created by the proposed campus development which are reasonably expected over the term of the campus development 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 development agreement shall identify any deficiencies in public facilities and services which are attributable to the development identified in the adopted Campus Master Plan, and

WHEREAS, the campus development agreement shall identify all improvements to capital facilities or services located within the City which are necessary to eliminate these deficiencies, and

WHEREAS, the campus development agreement shall identify the BOT's "fair share" of the cost of all improvements to capital facilities or services located within the City which may be necessary to eliminate these identified deficiencies, and

WHEREAS, the BOT and FAU agree that no improvements contemplated in the Campus Master Plan shall be made unless and until the total "fair share" cost to mitigate the impacts associated with those improvements has been paid.,

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

1.0 RECITATIONS

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

2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT

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

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

2.3 The term "aggrieved or adversely affected person" means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large, but shall exceed in degree the general interest in community good shared by all persons.

2.4 The term "Campus Master Plan" means the Florida Atlantic University Treasure Coast Campus Master Plan dated January 18, 2006, adopted by the Florida Atlantic University Board of Trustees on January 18, 2006, excluding any geographic area not specifically identified in Exhibit "_A_" of this Agreement, which was prepared and adopted consistent with the requirements of Subsections 1013.30 (3)- (6), Florida Statutes.

2.5 The term "comprehensive plan" means the City of Port St. Lucie Comprehensive Plan, which was prepared and adopted consistent with the requirements of Subsections 163.3177 and 163.3178, Florida Statutes.

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

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

2.8 The term "development of regional impact" means any development which, because of its character, magnitude, or location, would have a substantial effect upon the health, safety, or welfare of citizens of more than one county.

2.9 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, compliance with any court order, ruling, or injunction.

2.10 The term "public facilities and services" means potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, roads, fire protection, and public transportation facilities.

2.11 The term "state land planning agency" means the Department of Community Affairs.

3.0 INTENT AND PURPOSE

3.1 This Agreement is intended to implement the requirements of concurrency contained in Subsections 1013.30 (11)-(15), Florida Statutes. It is the intent of the BOT/FAU and City to ensure that adequate potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, roads, and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in the City's comprehensive plan.

3.2 This Agreement is intended to address concurrency implementation and the mitigation of impacts reasonably expected over the term of this Agreement on capital facilities and services located within the City, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation, fire protection, and public transportation.

3.3 Negotiations on the CDA have been premised upon the City's appraisal that there are minimal impacts, attributable to the ten years of this Master Plan January 2000 thru January 2009.

4.0 GENERAL CONDITIONS

4.1 The conditions, terms, restrictions and other requirements of this Agreement shall be legally binding and strictly adhered to by the BOT/FAU and the City.

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

4.3 The City represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the City represents that this Agreement has been duly authorized and approved by the City Council and has been the subject of two 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 presently subject.

4.4 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 240.155, Florida Statutes.

4.5 Except as specifically referenced herein or as specifically agreed between the City and FAU, no development permits, development orders, or development approval shall be required from the City for construction projects subject to this Agreement.

4.6 In the event that all or a portion of a project listed in the Campus Master Plan and Exhibit "A" to this Agreement should be destroyed by a fire, storm, or other force majeure, the BOT/FAU, its grantees, successors and assigns, shall have the right to rebuild and/or repair the project, so long as the project is rebuilt to the same size and footprint as the destroyed project. The time periods for rebuilding or repair shall be automatically extended so long as there is strict compliance with this Agreement.

4.7 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.

4.8 Upon execution of this Agreement, all campus development identified in Exhibits " A ", which summarizes projects identified in the adopted FAU Treasure Coast Campus Master Plan, may proceed without further review by the City provided the development proposed is consistent with the terms of this Agreement and the FAU Treasure Coast Campus Master Plan.

4.9 If any part of this Agreement is found by a court of law to be contrary to, prohibited by, or deemed invalid under any applicable law or regulation, as referenced in Section 14.0 of this Agreement, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid. The remainder of this Agreement hereof shall not be invalidated thereby and shall be given full force and effect.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of 10 years, unless extended by the mutual consent of the BOT/FAU and the City, in accordance with Section 15.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this Agreement and included within is identified in Exhibits "B", attached hereto and incorporated herein by this reference.

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

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

7.1 Stormwater Management:

- South Florida Water Management District
- St. Lucie West Services District (SFWMD)

7.2 Potable Water:

- St. Lucie West Utilities

7.3 Sanitary Sewer:

- St. Lucie West Utilities

7.4 Solid Waste Collection:

- St. Lucie West Utilities/Waste Management

7.5 Recreation and Open Spaces:

- FAU
- St. Lucie County
- City of Port St. Lucie (within city limits only)

7.6 Transportation:

- The campus is located in St. Lucie County within 5 miles of I-95, the original entrance to the campus is on N.W. California Boulevard. The primary entrance to the campus is accessible from I-95, Exit #121, East on St. Lucie West Boulevard, approximately 1 mile, then north on N.W. California Boulevard. There is no public transit service in the area of the campus.

7.7 Reclaimed Water:

- St. Lucie West Utilities

8.0 LEVEL OF SERVICE (LOS) STANDARDS ESTABLISHED BY THE CITY

8.1 Stormwater Management:

The outfall structures (for the St. Lucie West Development) were designed and permitted by South Florida Water Management District (SFWMD) and constructed to provide a removal rate from the basin of 545 cfs during the 25-year design storm.

8.2 Potable water:

- The City of Port St. Lucie Comprehensive Plan establishes the following level of service standards for raw water demand.

Residential Accounts	100	gallons per capita per day
Commercial Accounts	125	gallons per day per 1000 square feet
Office/School Accounts	120	gallons per day per 1000 square feet

- St. Lucie Utilities establishes the following level of service: 350 gallons per day per household unit or 100 gallons per capita per day.

8.3 Sanitary Sewer:

- The City of Port St. Lucie Comprehensive Plan establishes a level of service standard for sanitary sewer facilities of 85% of potable water level of service.
- St. Lucie West Utilities establishes a sanitary sewer level of service of 108 gallons per capita per day.

8.4 Solid waste:

- The City of Port St. Lucie Comprehensive Plan establishes a no level of service standards for solid waste of 3.25 lbs./capita/day.
- St. Lucie West Utilities – by agreement with collection contractor,

8.5 Parks and recreation:

The City of Post St. Lucie Comprehensive Plan dated February 9, 1998 establishes the following level of service standards for park acreage:

City-Wide: 5.0 acres/1000 population

8.6 Transportation:

The City of Port St. Lucie Comprehensive Plan establishes the following level of service standards for State and local roads:

Facility Type	LOS Standard
Collector Road	D
Minor urban arterial	E
Major urban arterial	E
Major rural arterial	D
Limited access urban facility	D
Constrained facility	maintain
Backlogged facility	maintain/improve

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE BOT/FAU AND SERVICE PROVIDERS

The BOT/FAU have entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the FAU Treasure Coast Campus:

9.1 Stormwater Management:

The BOT/FAU agree to continue to mitigate all stormwater concurrency on a project basis.

9.2 Potable water:

Except for the payment of applicable monthly charges, there are no financial arrangements between the BOT/FAU and the City for the continued provision of existing potable water facilities or service to the campus in relation to the development proposed in the adopted FAU Master Plan and in Exhibit "_A_" of this Agreement. The BOT/FAU agree with the City that full payment of the City's water service impact fees at the time that any additional or upsized connections to the City's potable water system may be required by FAU is the proper financial arrangement for the provision of potable water facilities and service necessary to support the growth and development of the campus.

9.3 Sanitary Sewer

Except for the payment of applicable monthly charges, there are no financial arrangements between the BOT/FAU and the City for the continued provision of sanitary sewer facilities or service to the campus in relation to the development proposed in the adopted FAU Master Plan and in Exhibit "_A_" of this Agreement. The BOT/FAU agree with the City that full payment of the City's sanitary sewer service impact fees at the time that any additional or upsized connections to the City's sanitary sewer system may be required by FAU is the proper financial arrangement for the provision of sanitary sewer facilities and service necessary to support the growth and development of the campus.

9.4 Solid waste:

There are no financial arrangements between the BOT/FAU and the City for the collection and disposal of solid waste facilities or service to the campus and the City has no obligation to provide such services.

9.5 Parks and recreation:

There are no financial arrangements between the BOT/FAU and the City for the provision of parks and recreation facilities or service to the campus.

9.6 Transportation:

There are no financial arrangements between the BOT/FAU and the City for the provision of transportation facilities, including public transit facilities and services to the campus.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

10.1 Stormwater management:

The BOT/FAU and City agree that development proposed in the adopted FAU Treasure Coast Campus Master Plan and in Exhibit "_A__" should not degrade the operating conditions for stormwater management facilities below the level of service standards adopted by the City as long as stormwater impacts continue to be mitigated pursuant to section 9.1 above. Without the compensating improvements to the City's stormwater management facilities funded in part by this mitigation, the reliable level of service currently provided by the City will be jeopardized.

10.2 Potable water:

The BOT/FAU and City agree that development proposed in the adopted FAU Treasure Coast Campus Master Plan and in Exhibit "_A__" is likely to generate an additional demand on the City's potable water system through the year _2009_ and that the compensating improvements to the City's water supply facilities to maintain the reliable level of service currently provided by the City are best mitigated by the full payment of water service impact fees at the time additional or upsized connections to the City's potable water service system are completed.

10.3 Sanitary sewer:

The BOT/FAU and City agree that development proposed in the adopted FAU Treasure Coast Campus Master Plan and in Exhibit "_A_" is likely to generate an additional demand on the City's sanitary sewer system through the year 2009 and that the compensating improvements to the City's sanitary sewer facilities to maintain the reliable level of service currently provided by the City are best mitigated by the full payment of sanitary sewer service impact fees at the time additional or upsized connections to the City's sanitary sewer service system are completed.

10.4 Solid waste:

The BOT/FAU and City agree that development proposed in the adopted FAU Treasure Coast Campus Master Plan and in Exhibit "_A_" should not degrade the operating conditions for solid waste facilities below the level of service standards adopted by the City.

10.5 Parks and recreation:

The BOT/FAU and City agree that development proposed in the adopted FAU Treasure Coast Campus Master Plan and in Exhibit "_A_" should not degrade the operating conditions for open space and recreational facilities below the level of service standards adopted by the City.

10.6 Transportation:

The BOT/FAU and City agree that development identified in the adopted FAU Treasure Coast Campus Master Plan and in Exhibit "_A_" will not contribute to existing or projected deficiencies on existing roadway segments identified. The City reserves the right to a full review of traffic impacts when plans are submitted in the future. Further, City regulations required developers to construct sidewalks along with new development.

11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVELS OF SERVICE

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

11.1 Stormwater management:

The BOT/FAU agree to continue to mitigate all stormwater concurrency on a project basis.

11.2 Potable water:

To construct improvements required by proposed developments, the City requires certain fees to be paid to recover its costs in maintaining established level of service standards for potable water. The BOT/FAU and the City agree that the BOT/FAU's fair share of the cost of improvements necessary to maintain established level of service standards for potable water is the full payment of water service impact fees at the time additional or upsized connections to the City's potable water system are completed.

11.3 Sanitary sewer:

To construct improvements required by proposed developments, the City requires certain fees to be paid to recover its costs in maintaining established level of service standards for sanitary sewer. The BOT/FAU and the City agree that the BOT/FAU's fair share of the cost of improvements necessary to maintain established level of service standards for sanitary sewer is the full payment of sanitary sewer service impact fees at the time additional or upsized connections to the City's sanitary sewer system are completed.

11.4 Solid waste:

The BOT/FAU and City agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted FAU Treasure Coast Campus Master Plan and to meet the future needs of FAU for the duration of this Agreement. The BOT/FAU and City further agree that no off-campus solid waste improvements need be provided and no City services need to be provided.

11.5 Parks and recreation:

The BOT/FAU and City agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of development proposed in the adopted FAU Treasure Coast Campus Master Plan and to meet the future needs of FAU for the duration of this Agreement. The BOT/FAU and City further agree that no off-campus open space and recreation improvements need be provided.

11.6 Transportation:

The BOT/FAU and City agree that road improvements are not necessary to support the development included in Exhibit "A."

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided by the BOT/FAU to guarantee the BOT/FAU's fair share of the costs of off-campus improvements to public facilities and services necessary to support development identified in the FAU Treasure Coast Campus Master Plan and Exhibit "A":

12.1 Stormwater management:

No stormwater management improvements need be assured as long as stormwater impacts continue to be mitigated pursuant to Section 9.1 above.

12.2 Potable water:

The BOT/FAU and City agree that BOT/FAU's responsibility for paying its fair share of the costs of improvements identified in Section 11.2 may be met by providing full payment of applicable water service impact fees at the time additional or upsized connections to the City's potable water system are completed.

12.3 Sanitary sewer:

The BOT/FAU and City agree that BOT/FAU's responsibility for paying its fair share of the costs of improvements identified in Section 11.3 may be met by providing full payment of plicable sanitary sewer service impact fees at the time additional or upsized connections to the City's sanitary sewer service system are completed.

12.4 Solid waste:

The BOT/FAU and the City agree that no solid waste improvements need be assured by the BOT/FAU.

12.5 Parks and recreation:

The BOT/FAU and the City agree that no parks and recreation improvements need be assured by the BOT/FAU.

12.6 Transportation:

No transportation improvements need to assured by BOT/FAU at this time. Any additional development not identified in Exhibit "A" or within the thresholds established in Florida Statute 1013.30on the Treasure Coast Campus, the City reserves the right to ask BOT/FAU to provide a traffic impact analysis. The result of which could cause the City to seek an impact fee for BOT/FAU fair share of improvements. BOT/FAU agrees to provide a sidewalk along California Boulevard and University Drive.

13.0 CONCURRENCY VESTING FOR DEVELOPMENT

13.1 The development being vested from concurrency is identified in the FAU Treasure Coast Campus Master Plan Update dated January 18, 2006, as adopted by the FAU Board of Trustees on January 18, 2006, is delineated in Exhibit "_A__" to this Agreement for the specific geographic area identified in Exhibit "_B___" to this Agreement, and is incorporated herein by this reference. Any amendment or extension to this Agreement or subsequent campus development agreement shall recognize development identified in the FAU Treasure Coast Campus Master Plan Update dated January 18, 2006, adopted by the FAU Board of Trustees on January 18, 2006, and Exhibits "_A__" and "_B_" hereto, as vested from concurrency by this Agreement, provided that the payment required in Section 12.8 shall have been made, and that development which remains unbuilt shall remain vested from the City's concurrency requirements provided that the payment required in Section 12.8 shall have been made.

13.2 The uses, maximum densities, intensities and building heights for development identified in Exhibit "_A_" for the specific geographic are identified in Exhibit "_B_" shall be those established in the Future Land Use Element of the FAU Treasure Coast Campus Master Plan Update dated January 18, 2006, adopted by the FAU Board of Trustees on January 18, 2006.

13.3 The City agrees to vest from its concurrency requirements the development identified in the FAU Treasure Coast Campus Master Plan Update dated January 18, 2006, adopted by the FAU Board of Trustees on January 18, 2006, as is attached hereto as Exhibit "_A_" to this Agreement, for the duration of this Agreement. The BOT/FAU shall comply with all the terms and conditions of this Agreement and provide financial assurances as set forth in Section 12.0 of this Agreement.

14.0 APPLICABLE LAWS

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

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

15.0 AMENDMENT

15.1 Amendments of this Agreement shall be made in accordance with the provisions set forth in Subsection 1013.30 (19), Florida Statutes.

15.2 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

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

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

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

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

17.0 ENFORCEMENT

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

18.0 DISPUTE RESOLUTION

18.1 In the event of a dispute arising from the implementation of this Agreement, the provisions of Subsection 1013.30 (17), Florida Statutes, shall govern the resolution of the dispute. Each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within _15__ days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.

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

18.3 Within _10_ days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute. Within _60_ days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute.

18.4 If either the BOT/FAU or City rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30 (16), Florida Statutes, has _60_ days to hold informal hearings and, if necessary, identify remaining issues in dispute, prepare a record of the proceedings, and submit the matter to the Administration Commission for final action. The report to the Administration Commission shall list each issue in dispute, describe the nature and basis for each dispute, identify alternative resolutions of each dispute, and make recommendations. The Administration Commission shall then take action to resolve the issues in dispute. In resolving the matter, the Administration Commission may, pursuant to Subsection 1013.30 (16), Florida Statutes, prescribe, by order, the contents of this Agreement.

19.0 MONITORING AND OVERSIGHT

19.1 The City may, upon request, review all relevant information concerning development on the FAU Treasure Coast Campus to verify that the terms of this Agreement are satisfied. The City may review said activity to determine if there has been demonstrated good faith compliance with the terms of this Agreement.

19.2 If either party finds that there has been a failure to comply with the terms of this Agreement, the aggrieved party shall serve notice on the other that such failure to comply has occurred in accordance with the notification requirements set forth in Section 23.0 of this Agreement.

19.3 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 19.0 above.

20.0 SUCCESSORS AND ASSIGNS

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

21.0 FORWARDING OF THIS AGREEMENT

A copy of this Agreement shall be forwarded to the state land planning agency by the BOT/FAU within _14__ days after execution.

22.0 NOTICES

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

By personal service or delivery;
By registered or certified mail;
By deposit with an overnight express delivery service.
By fax with follow-up written confirmation of receipt

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

the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service.

For the purpose of notice, the address of the BOT/FAU shall be:

Ms. Nancy Blosser, Chair
Florida Atlantic University Board of Trustees
777 Glades Road
Boca Raton, Florida 33431

With a copy to:

Mr. Tom Donaudy, University Architect & Vice President for Facilities
Florida Atlantic University, CO#69-Room 101
777 Glades Road
Boca Raton, Florida 33431

The address of the City shall be:

Mr. Donald Cooper, City Manager
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With copies to:

Office of the City Attorney
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Office of the General Counsel
Florida Atlantic University
777 Glades Road – Room 370
Boca Raton, Florida 33431

23.0 EXHIBITS AND SCHEDULES

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

Exhibit "A" --- Development Authorized by the Agreement
Exhibit "B" --- Treasure Coast Campus Master Plan

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

Signed, sealed and delivered in the presence of:

_____

_____
BOARD OF TRUSTEE CHAIR/FLORIDA ATLANTIC UNIVERSITY

Date: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH COUNTY

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

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

_____
Notary Public

(Notarial Seal)

My Commission expires:

On _____, 20____, the Board of Education, at a regularly scheduled and noticed public meeting, approved and authorized the execution of this Agreement by the Chancellor of the State University System, or his designee.

APPROVED by the City Council of the City of Fort St Lucie on June 9, 20 08.

ATTEST:

Karen A. Phillips

Karen A. Phillips, City Clerk

CITY COUNCIL OF THE
CITY OF PORT ST. LUCIE, FLORIDA

BY: _____
Mayor Patricia A. Christensen

APPROVED AS TO FORM:

_____
Roger G. Orr, City Attorney

CAMPUS DEVELOPMENT AGREEMENT
BETWEEN FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES AND
THE CITY OF PORT ST. LUCIE

EXHIBIT "A"
DEVELOPMENT AUTHORIZED BY THE AGREEMENT

Building Number Shown on Exhibit A	Type/Use of Building	Gross Building Area
1	FAU Academic Support Building - Existing	12,000 GSF
2	FAU/IRCC Joint Use Library - Existing (1/2 of Total 82,000 GSF - other 1/2 is IRCC Space)	41,000 GSF
3	Classroom Bldg. 2	30,000 GSF
4	Classroom Bldg. 3	10,700 GSF
5	Multi-Use Facility	16,128 GSF



FIGURE CP.1

TREASURE COAST CAMPUS MASTER PLAN CIP SCHEDULE

10-YR CAPITAL IMPROVEMENT SCHEDULE

ITEM NO.	BUILDING DESCRIPTION	PROJECT PHASE	COMMENTS
1	CLASSROOM BLDG 1		EXISTING
2	FAU/IRCC JOINT-USE ADMIN/LIBRARY	PHASE 1 2001-02	UNDER CONSTRUCTION
3	CLASSROOM BLDG 2	PHASE 1 2001-02	UNDER CONSTRUCTION
4	CLASSROOM BLDG 3	PHASE 2 2006-07	10,700 SF
5	MULTI-USE FACILITY	PHASE 2 2008-09	16,128 SF

"EXHIBIT B"

SOURCE:
FAU CIP SCHEDULE 2002

COMPREHENSIVE MASTERPLAN
GOALS, OBJECTIVES&POLICIES

FLORIDA ATLANTIC UNIVERSITY
TREASURE COAST CAMPUS
ST. LUCIE COUNTY, FLORIDA

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ADOPTED JANUARY 18, 2006

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