FAU
BOARD OF TRUSTEES
Florida Atlantic University

Item: d.

Wednesday, November 18, 2009

SUBJECT: BOCA RATON CAMPUS DEVELOPMENT AGREEMENT

PROPOSED BOARD ACTION

Recommend approval by the Board of Trustees of the Boca Raton Campus Master Plan Update ("Master Plan") and the concurrent approval of the Boca Raton Campus Development Agreement ("CDA") between Florida Atlantic University Board of Trustees and the City of Boca Raton.

BACKGROUND INFORMATION

Pursuant to Subsection 1013.30, Florida Statutes, each university Board of Trustees shall adopt a campus master plan for the university and the master Plan is to be updated every 5 years. An update to the Boca Master Plan was completed in February 2007. Following the update, FAU held the first public hearing on May 14, 2007 and subsequently distributed the draft Campus Master Plan to the host and affected local government and public agencies for review. Upon receiving the review comments, the draft Master Plan was revised to reflect and address all relevant comments. A second public hearing was held on February 19, 2009.

Pursuant to Subsection 1013.30(15), Florida Statutes, following the adoption (completion) of the Master Plan, the university is required to enter into a CDA with the host community 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. Once the agreement is executed, and the university pays its fair share for improvements as identified in the agreement, all development on campus may proceed without further review by the host local government as long as it is consistent with the adopted campus master plan and the CDA.

In recognition of the host communities desire to have a simultaneous processing of the Campus Master Plan and the Campus Development Agreement, the approval of the Master Plan Update has been scheduled to occur concurrently with the approval of the CDA.

The development identified in the Boca Campus Master Plan will cause or contribute to the degradation of the operating conditions on the level of service standards adopted by the City of Boca Raton. The proposed CDA constitutes an agreement for either the full payment or a portion of the university's fairs share cost of these improvements in accordance with terms set forth in the CDA.

This agreement has been reviewed with the City of Boca Raton staff and the City staff has set forth the process required under law for the appropriate host community approval of the CDA.

IMPLEMENTATION PLAN/DATE

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

FISCAL IMPLICATIONS

Upon adoption of the Boca Campus Master Plan and execution of the CDA by both FAU BOT and the City of Boca Raton, the university will request funding to be provided from the State University Trust Fund in the amount of $7,955,918, which shall constitute the BOT's fair share cost of these improvements in accordance with the terms as set forth in the campus development agreement. In the event the City receives some funds from the BOT but less than the agreed upon $7,955,918, then the future development may occur, in part and at the discretion of the BOT, as long as the "fair share" cost to mitigate the impacts associated with the future development projects selected by the BOT have been paid as set for in the CDA.

Supporting Documentation: Campus Development Agreement between Florida Atlantic University Board of Trustees and the City of Boca Raton

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

AMENDED AND RESTATED
CAMPUS DEVELOPMENT AGREEMENT
BETWEEN
THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES
AND
THE CITY OF BOCA RATON

THIS AGREEMENT is made and entered into this _____ day of _____, 200__ ("Effective Date"), by and between the **CITY OF BOCA RATON** (herein referred to as the "City"), a municipal corporation of the State of Florida, and the **FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES**, a public body corporate of the State of Florida, (hereinafter referred to as the "BOT" or "FAU").

W I T N E S S E T H:

WHEREAS, the Boca Raton 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 existing facilities on the Boca Raton campus have been developed prior to and in accordance with the campus master plan adopted in November 6, 2001 (the "2001 Campus Master Plan"), and

WHEREAS, the BOT has now prepared and adopted a new campus master plan on _____ in compliance with the requirements set forth in Subsections 1013.30 (3)-(6), Florida Statutes, as summarized in the attached "EXHIBIT A" (the "Updated Campus Master Plan" or "Campus Master Plan"), and

WHEREAS, following the adoption of a campus master plan, the BOT 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, Fire-Rescue Services 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 such 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 "fair share" cost for the existing facilities on the Boca Raton campus have been addressed in a previous campus development agreement between the Board of Education and Florida Atlantic University dated August 29, 2002, ("2002 CDA") and

WHEREAS, the BOT agrees that future development contemplated in the Updated Campus Master

Plan shall not be made unless and until the “fair share” cost to mitigate the impacts associated with those new 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" or “Updated Campus Master Plan” means the Florida Atlantic University Boca Raton Campus Master Plan dated February 14, 2007, adopted by the BOT on _____, as summarized in Exhibit “A,” which was prepared and adopted consistent with the requirements of Subsections 1013.30(3)- (6), Florida Statutes. Any geographic area not specifically identified in Exhibit “B” of this Agreement as “included” is excluded from the term “Campus Master Plan”.

2.5 The term "comprehensive plan" means the City of Boca Raton 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 “development order” means any order granting, denying, or granting with conditions an application for a development permit

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

2.11 The term “existing facilities” means the existing facilities on the Boca Raton Campus developed prior

to and in accordance with the 2001 Campus Master Plan, as more specifically identified on Exhibit "A".

2.12 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.

2.13 The term "future development" means the future development contemplated by the Updated Campus Master Plan, as more specifically identified on Exhibit "A". The BOT is vested for future development fair share cost previously addressed and paid in accordance with the 2001 Campus Master Plan and 2002 CDA.

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

2.15 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 and City to ensure that adequate potable water, sanitary sewer, solid waste, drainage/stormwater management, parks and recreation, Fire-Rescue services, roads, and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in the City's comprehensive plan.

3.2 This Agreement is intended to address concurrency implementation and the mitigation of proposed campus development 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.

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 and the City.

4.2 The BOT 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.

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 1013.30, 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 the existing facilities or future development identified in the

Updated Campus Master Plan and Exhibit "A" to this Agreement should be destroyed by a fire, storm, or other force majeure, the BOT, 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 and so long as the impacts of said project were previously mitigated pursuant to this Agreement. Any deadlines or other time periods for rebuilding or repair of such damaged or destroyed facilities 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 and payment by the BOT of the total fair share cost identified in this Agreement, all campus development identified as future development in Exhibit "A", which summarizes projects identified in the Updated 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 Updated 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 until December 31, 2015, unless extended by the mutual consent of the BOT and the City, or amended in accordance with Section 16.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

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

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
- L-46 Canal - Lake Worth Drainage District
- El Rio Canal – City of Boca Raton

7.2 Potable Water:

- City of Boca Raton

7.3 Sanitary Sewer:

- City of Boca Raton

7.4 Solid Waste Collection:

- Palm Beach County Solid Waste Authority

7.5 Recreation and Open Spaces:

- FAU
- Greater Boca Raton Beach & Park District
- City of Boca Raton

7.6 Transportation:

- The campus is located in South Palm Beach County within one mile of I-95, the original entrance to the campus from US 1 westward on NW 20th Street has been supplemented with additional entrances. Since the construction of I-95, the primary entrance to the campus is from Glades Road (SR 808), which runs east-west along the southern campus edge. The campus is also accessible from Spanish River Boulevard (NW 40th Street), which forms the northern boundary. El Rio Canal forms the eastern boundary and the Boca Raton Airport and Utilities Plant establish the western campus boundaries. Palm Tran, the Palm Beach County Transit Authority, provides transit service in the area of the campus. Through an arrangement with Palm Tran and with the cooperation and support of FAU and Palm Beach Community College, the City in 2008-2009 is providing a demonstration shuttle service between the South Florida Regional Transportation Authority (Tri-Rail) commuter rail Station on Yamato Road and the campus. The City intends but is under no obligation to continue this demonstration project with a City-operated shuttle service.

7.7 Reclaimed Water:

- City of Boca Raton

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

8.1 Stormwater Management:

The City of Boca Raton Comprehensive Plan establishes a level of service standard for drainage/stormwater management facilities as follows:

Stormwater Drainage Quantity LOS:

DEVELOPMENT FEATURE	LEVEL OF SERVICE
Lowest floor residential Nonresidential	100-year, 3 day zero discharge or FEMA Flood Insurance rate Maps. Requirements for 100-year Flood Elevation established by SFWMD whichever is more restrictive.
Local streets	3-year, 24 hour rainfall
Parking Lots	3-year, 24 hour rainfall

Stormwater Drainage System Quality LOS:

Water Quality Level of Service (LOS)

New or Redeveloped Development Drainage Systems:

Retainage and/or detention requirements for new or redeveloped projects shall, at a minimum, be the first one-inch of runoff from the developed project or the total of 2.5 inches times the percent of impervious area necessary to meet minimum water quality criteria or shall meet the minimum requirements of the South Florida Water Management District criteria.

Water Quality LOS

Existing Development Drainage Systems:

The City has completed Parts I and 2 of the MS4 permit applications for the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) which included a Water Quality Study of existing development stormwater discharge to primary and secondary drainage facilities located in and operated by the City. The City has received a NPDES permit from the EPA. The permit conditions require annual monitoring for water quality, implementation of Best Management Practices, development and implementation of Best Management Practices, development and implementation of stormwater pollution prevention and management programs.

Retention and/or detention requirements for new or redeveloped projects shall, at a minimum, be the first one-inch or runoff from the developed project or the total of 2.5 inches times the percent of impervious necessary area to meet minimum water quality criteria or shall meet the minimum requirements of the South Florida Water Management District criteria.

8.2 Potable water:

The City of Boca Raton Comprehensive Plan establishes the following level of service standards for raw water demand.

Residential Accounts --- 325 gallons per capita per day
Commercial Accounts --- 325 gallons per day per 1000 square feet

8.3 Sanitary Sewer:

The City of Boca Raton Comprehensive Plan establishes a level of service standard for sanitary sewer facilities of 147 gallons per capita per day.

8.4 Solid waste:

The City of Boca Raton Comprehensive Plan establishes a level of service standard for solid waste of 7.14 lbs./capita/day.

8.5 Parks and recreation:

The City of Boca Raton Comprehensive Plan dated 1989 (Amended June 10, 1997) establishes the following level of service standards for park acreage:

	2000	**2010**
District Parks	2.12 ac/1000	2.12 ac/1000
Community Parks	1/94 ac/1000	2.40 ac/1000
Neighborhood Parks	1.14 ac/1000	1.34 ac/1000
Nature Parks	3.19 ac/1000	3.37 ac/1000

8.6 Transportation:

The City of Boca Raton Comprehensive Plan establishes the following level of service standards for State and local roads:

Facility Type	**LOS Standard**
Limited access state principal arterial	D
State principal arterial	D
County minor arterial	D
County collector	D
State minor arterial	E
City collector	E

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE BOT AND SERVICE PROVIDERS

The BOT has entered into the following financial arrangements for the provision of public facilities and services necessary to support the continued growth and development of the FAU Boca Raton Campus:

9.1 Stormwater Management:

The BOT agrees to continue to mitigate all stormwater concurrency on a monthly basis as has been done to date, per Exhibit "C".

9.2 Potable water:

In addition to applicable monthly charges, the BOT agrees to pay its fair share cost for water service impact fees as set forth in Section 12.2.

9.3 Sanitary Sewer

In addition to applicable monthly charges, the BOT agrees to pay its fair share cost for sanitary sewer impact fees as set forth in Section 12.3.

9.4 Solid waste:

There are no financial arrangements between the BOT 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. Notwithstanding the foregoing, FAU and/or its solid waste collection contractors will pay franchise fees imposed by the City for all solid waste collection services provided to the campus by commercial solid waste haulers.

9.5 Parks and recreation:

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

9.6 Transportation:

The BOT agrees to provide shuttle service to accommodate FAU ridership demand from the Boca Raton Tri-Rail station to the FAU campus in accordance with Tri-Rail schedule for weekdays and weekends, or to enter into an agreement with the City to pay FAU's fair share of the cost of the City's operation of its transit program to provide such shuttle service from the Tri-Rail station to the campus on an annual basis. The BOT and City agree to the provisions for adaptive traffic control costs as outlined in Exhibit "C".

9.7 Fire/Rescue Services

The BOT agrees with the City to the provisions of fire/rescue services to the campus as outlined in Exhibit "C".

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON PUBLIC FACILITIES AND SERVICES

10.1 Stormwater management:

The BOT and City agree that future development proposed in the Updated Campus Master Plan and in Exhibit "A" will not degrade the operating conditions for stormwater management facilities below the level of service standards adopted by the City through the Year 2015 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 and City agree that future development proposed in the Updated Campus Master Plan and in Exhibit "A" is likely to generate an additional demand on the City's potable water system through the Year 2015. Without compensating improvements to the City's water

supply facilities, the reliable level of service currently provided by the City will be jeopardized.

10.3 Sanitary sewer:

The BOT and City agree that future development proposed in the Updated Campus Master Plan and in Exhibit "A" is likely to generate an additional demand on the City's sanitary sewer system through the Year 2015. Without compensating improvements to the City's sanitary sewer facilities, the reliable level of service currently provided by the City will be jeopardized.

10.4 Solid waste:

The BOT and City agree that future development proposed in the Updated 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 through the Year 2015.

10.5 Parks and recreation:

The BOT and City agree that future development proposed in the Updated 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 through the Year 2015.

10.6 Transportation:

The BOT and City agree that future development identified in the Updated Campus Master Plan and in Exhibit "A" will through the Year 2015 contribute to existing or projected deficiencies on the following intersections and roadway segments identified in Exhibit "C – Table 2".

10.7 Fire/Rescue Service:

The BOT and City agree that future development identified in the Updated Campus Master Plan and in Exhibit "A" will generate an additional demand on the City's Fire/Rescue Services through the Year 2015. Without compensating improvements to the City's Fire/Rescue System, the reliable level of service currently provided by the City will be jeopardized.

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 agrees to continue to mitigate all stormwater concurrency on a monthly basis as has been done to date per Exhibit "C". In addition to payment of the applicable monthly charges, the BOT agrees to the following:

A. Within 120 days of the Effective Date of this Campus Development Agreement, the BOT shall provide to the City a tabulation of the total impervious area of the campus for the purpose of providing an accurate stormwater utility fee (SWU) billing. Any and all subsequent additions or deletions to the campus affecting the net impervious areas shall be reported to the City's Stormwater Manager within 30 days of completion of the associated project, and the City shall make the appropriate adjustment to the SWU fee.
B. The BOT shall provide to the City's Stormwater Manager copies of all stormwater operating permits and required maintenance and monitoring reports for review for compliance with required conditions of operation.
C. The BOT shall provide to the City a copy of the NPDES permit obtained from the Florida Department of Environmental Protection in accordance with Rule 62-621-300(5), Florida Administrative Code and/or other applicable regulations pertaining to stormwater discharge for industrial activities. Copies of permits and permit program results shall be transmitted to the City's Stormwater Manager for review.

D. The BOT shall take any and all action necessary to prohibit unauthorized non-stormwater discharges from the stormwater management system maintained by FAU. Authorized exceptions are noted in Section 17-255(3), City Code of Ordinances.

E. The BOT shall maintain the campus stormwater management system in a manner that will reduce the discharge of pollutants to the receiving waters or other stormwater management system. Such maintenance shall include regular inspection and maintenance of system components such as catch basins, pipes, exfiltration trenches, detention and retention areas, ponds, swales, and control structures.

F. The BOT shall adhere to Federal, State, and City regulations concerning the control of pollutant discharges from construction activity. Copies of the Stormwater Pollution Prevention Plan for any construction activity requiring an NPDES Construction Activity Permit shall be submitted to the City's Stormwater Manager. FAU shall employ the services of an inspector, certified by the Florida Department of Environmental Protection, to perform the inspections required by the permit. Copies of all inspection reports, notices, of violation, notices of intent, and terminations shall be provided to the City's Stormwater Manager on not less than a monthly basis.

G. The BOT shall participate in any future efforts to develop a Basin Management Action Plan (BMAP) to comply with Total Maximum Daily Load requirements that may be established for the watershed in which the campus is located and shall comply with BMAP pollutant load reduction requirements.

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 and the City agree that the future development proposed in the Updated Campus Master Plan and in Exhibit "A" will have an added impact on the City's established level of service standards for potable water. The City's cost of recovery is based upon the measurable fair share portion of the water systems treatment plant and master transmission line system capacity for new consumers.

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 and the City agree that the future development proposed in the Updated Campus Master Plan and in Exhibit "A" will have an added impact on the City's established level of service standards for sanitary sewer. The City's cost of recovery is based upon the measurable fair share portion of the water systems treatment plant and master transmission line system capacity for new consumers.

11.4 Solid waste:

The BOT and City agree that there is sufficient solid waste facility capacity provided by the Palm Beach County Solid Waste Authority to accommodate the impacts of future development proposed in the Updated Campus Master Plan and to meet the future needs of FAU for the duration of this Agreement. The BOT 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 and City agree that there is sufficient open space and recreation facility capacity to accommodate the impacts of future development proposed in the Updated Campus Master Plan and to meet the future needs of FAU for the duration of this Agreement. The BOT and City further agree that no off-campus open space and recreation improvements need be provided.

11.6 Transportation:

The BOT and City agree that the road improvements and/or adaptive traffic control costs that are necessary to correct deficiencies identified in Section 10.6 of this Agreement are listed in

Exhibit "C – Table 2a".

11.7 Fire/Rescue Services:

The BOT and City agree that the BOT will pay its fair share of the cost of improvements necessary to maintain the existing levels of service for fire/rescue services.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided by the BOT to guarantee the BOT's fair share of the costs of off-campus improvements to public facilities and services necessary to support future development identified in the Updated 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 Sections 9.1 and 11.1 above.

12.2 Potable water:

The BOT and City agree that the BOT's responsibility for paying its fair share cost for improvements identified in Section 9.2 may be met by providing funding to support improvement to the City's water production, treatment, storage, pumping and distribution facilities, of which the BOT's total fair share cost is $3,631,710. The BOT may pay a portion of these costs in the amount of $2,198,430 to vest development as identified in Exhibit "C – Table 1". The BOT and City agree that future development identified in Exhibit "A" but not vested from concurrency may be vested and or developed on a project by project basis when the BOT pays the fair share cost for the associated projects' potable water impact fees. The BOT and City agree that if these fees are not paid within 90 days after the date payment for the total fair share contribution is made as set forth in Section 12.8, the BOT shall be subject to additional reasonable costs associated with increases in rates, fees and charges applicable at the time of payment.

12.3 Sanitary sewer:

The BOT and City agree that the BOT's responsibility for paying its fairs share cost for improvements identified in Section 9.3 may be met by providing funding to support improvement so the City's water production, treatment, storage, pumping and distribution facilities, of which the BOT's total fair share cost is $2,914,400. The BOT may pay a portion of these costs in the amount of $1,764,078 to vest development as identified in Exhibit "C – Table 1". The BOT and City agree that future development identified in Exhibit "A" but not vested from concurrency may be vested and or developed on a project by project basis when the BOT pays the fair share cost for the associated projects' sanitary sewer impact fees. The BOT and City agree that if these fees are not paid within 90 days after the date payment for the total fair share contribution is made as set forth in Section 12.8, the BOT shall be subject to additional reasonable costs associated with increases in rates, fees and charges applicable at the time of payment.

12.4 Solid waste:

The BOT and the City agree that the BOT shall utilize only commercial solid waste haulers that are franchised by the City and shall pay franchise fees imposed by the City for solid waste collection services provided to the Campus by commercial haulers in the City.

12.5 Parks and recreation:

The BOT and the City agree that no parks and recreation improvements need be assured by the BOT. The BOT agrees to give the City first priority for use of the Henderson soccer fields, during the hours when the Henderson soccer fields are not scheduled for FAU activities.

12.6 Transportation:

The BOT and the City agree that the BOT's responsibility for paying its fair share of the cost

of improvements identified in Section 11.6 may be met by providing funding to support the improvements, the total cost of which does not exceed the BOT's total fair share cost of $1,713,000.00. BOT agrees that the City may apply this money to any improvement listed in Section 11.6 or other improvements that address impacts of FAU development in the City's sole discretion.

The BOT further agrees to fund shuttle service to accommodate FAU ridership demand from the Boca Raton Tri-Rail station to the FAU campus in accordance with Tri-Rail schedule for weekdays and weekends or to provide an annual contribution towards the City's transit program for FAU's fair share to provide the shuttle service from the Tri-Rail Station to the campus. The annual contribution shall be paid no later than July 15 of each year and shall be based on the actual cost to provide the shuttle service for weekdays and weekends and the percentage of service ridership attributable to the campus, as indicated in Exhibit "C- Table 2b". The BOT and City agree that FAU is vested for two (2) years of shuttle service and that payment for future service will begin in 2012.

12.7 Fire/Rescue Services:

The BOT and the City agree that the BOT's responsibility for paying its fair share of the cost of improvements identified in Section 11.7 may be met by providing funding to support the improvements, to the City's fire/rescue services, of which BOT's total fair share cost is $2,280,410.00.

12.8 Upon execution of this Agreement by all parties, the BOT shall request State University System Concurrency Trust Funds in the amount of $7,955,918, which shall constitute the total fair share contribution payable to the City for all services and a portion of the fair share contribution for potable water and sanitary sewer as more specifically set forth on Exhibit "C". The BOT will pay the City within 90 days after receipt of said funds from the State University System Concurrency Trust Funds.

13.0 CONCURRENCY VESTING FOR DEVELOPMENT

13.1 The future development being vested from concurrency is identified in Exhibit "A" to this Agreement for the specific geographic area identified in Exhibit "B" to this Agreement. Any amendment or extension to this Agreement or subsequent campus development agreement shall recognize future development identified in the Updated Campus Master Plan, as vested from concurrency by this Agreement, provided that the payment required in Section 12.8 shall have been made, and that future 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 " B" for the specific geographic are identified in Exhibit " C" shall be those established in the Future Land Use Element of the Updated Campus Master Plan.

13.3 The City agrees to vest from its concurrency requirements the development identified in the Updated Campus Master Plan, for the duration of this Agreement. The BOT 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. Any development that is not identified in Exhibit "A" and is not within the geographic area identified in Exhibit "B" is not vested from concurrency and shall not be in conflict with the City's comprehensive plan and concurrency requirements and shall be subject to all provisions of the Code of Ordinances of the City, unless this Agreement is amended to include additional development. Any development that has not been provided financial assurances as set forth in Section 12.0 of this Agreement is not vested from concurrency until the required financial assurances are provided through an amendment to this Agreement to mitigate the impacts of that development.

14.0 ADDITIONAL DEVELOPMENT PARAMETERS

14.1 The City has relied upon the data and analysis which form the basis of the CDA, and the calculation of

the impact dollars specified therein. Accordingly, no future development shall commence upon the FAU Boca Raton Campus unless and until the City receives $7,955,918 from the BOT as contemplated in the CDA to offset impacts of future development on the campus as identified in the Updated Campus Master Plan through year 2015. Provided, however, in the event the City receives some funds from the BOT but less than the agreed upon $7,955,918, then the future development may occur, in part and at the discretion of the BOT, as long as the "fair share" cost to mitigate the impacts associated with the future development projects selected by the BOT have been paid as set forth in this Agreement. Pursuant to Subsection 1013.30(9). Florida Statutes, no further amendment to the campus master plan beyond the ten (10%) percent threshold shall occur without an amendment to the CDA and the City's receipt of sufficient funding (as agreed upon by the City and BOT) to offset the impacts of such development.

14.2 Any and all monies received by the City pursuant to the CDA shall be utilized and applied in the City's sole and absolute discretion within the parameters of this CDA.

14.3 For each semester, FAU shall provide a report to the City which shall, at a minimum, certify the current student enrollment (including full-time, part-time, auditing, and all other students or individuals permitted to attend course sessions) and the status of construction and development on the campus. The report shall be due within 30 days after its submittal to the FAU Board of Trustees, but no later than the first day of the subsequent semester.

14.4 The BOT and the City agree that future development under the Updated Campus Master Plan will not be in conflict with the City's Comprehensive Plan and that all development on campus will be consistent with the approved campus master plans. In order to insure consistency with the City's Comprehensive Plan, the BOT agrees timely to submit an annual report to the City that indicates in detail all improvements planned for each coming year, including, at a minimum, general design parameters for all structures (building footprint, total square footage, and building height), an update on development completed per the Updated Campus Master Plan, development postponed, and any other changes in the schedule of development or specific building plans included in the Updated Campus Master Plan. In the event the City has concerns regarding the proposed development, the BOT agrees to schedule appropriate meetings to address City concerns and build consensus. The City agrees timely to advise the BOT regarding any proposed changes to the City's Comprehensive Plan that may have an effect on the University.

14.5 The BOT and the City agree that the BOT will design Campus signage which is visible from surrounding boundaries of the Campus in general compliance with the City Sign Codes. The BOT agrees to submit drawings and specifications for such signs to the City for review and comment prior to installation or construction of the proposed sign(s). In the event the City objects to FAU proposed signage designs, the BOT agrees to schedule appropriate meetings to address City comments in an effort to build consensus. The BOT agrees that any signage erected on the campus that is visible from off-premises, including from I-95, shall not emit a sound, odor, or visible matter; shall not involve motion or rotation of the sign structure or sign face, including flashing or intermittent lights, animation, or automatically changing copy or design; and shall not employ exposed neon tubing or other unshielded light source. Any signage that is erected on the stadium and visible from off-premises shall not exceed 10 percent of the total visible facade of the building or structure upon which the sign is located. The parties agree that the stadium scoreboards are excluded from the above design parameters when the scoreboards are in use during stadium events.

14.6 The BOT agrees that in the event the overall impacts from the development and use of the convocation center/arena exceed the impacts anticipated and provided for in the CDA, then FAU shall limit use of the convocation center/arena. Specifically, if the total number of people attending weekday, ticketed events at the convocation center/arena during any calendar year exceeds 205,000, then use of the convocation center/arena for any additional weekday, ticketed event for the remainder of the calendar year shall be strictly prohibited. In the event the maximum attendance is achieved, the BOT shall take all necessary and appropriate steps to prevent such further use of the convocation center/arena for ticketed, weekday events. To allow for the monitoring of this condition, FAU shall during each year

provide reports, certified as true and correct by an executive officer of FAU, indicating the convocation center/arena attendance during the prior reporting period and the aggregate attendance. Said reports shall be delivered to the City (without notice or demand) as follows: for the months of January through March, the attendance report shall be delivered no later than May 15th; for the months of April through June, the attendance report shall be delivered no later than August 15th; for the months of July through September, the attendance report shall be delivered no later than October 15th; for the month of October, the report shall be delivered no later than November 15th; for the month of November, the report shall be delivered no later than December 15th; and for the month of December, the report shall be delivered no later than February 15th of the following year. A "weekday" event shall mean any event taking place Monday after 7:00 a.m. through Friday 8:00 p.m. A "ticketed event" shall include any event for which individual tickets are sold or distributed in exchange for consideration, regardless of whether individuals acquire the tickets or the tickets (or right to occupy the arena) are acquired by one or more entities and either (i) distributed to attendees for no consideration or (ii) attendance at the event is limited to specific attendees and is not open to the public. All commencements held at the convocation center/arena (inclusive of high school commencements) shall be excluded for purposes of calculating the maximum permitted number of attendees. Prior to any use of the convocation center/arena, BOT and the City shall enter into an Interlocal Agreement to address traffic management, law enforcement, and Fire-Rescue operational impacts associated with events scheduled at the convocation center/arena. The Interlocal Agreement shall provide for measures to reduce traffic impacts associated with convocation center/arena events on residential areas surrounding the campus. Prior to approval of the Interlocal Agreement, the City shall conduct public hearings in accordance with the provisions of Section 163.3225, Florida Statutes, and shall provide written notice of the date, time, and location of the public hearings to property owners located within a 500-foot radius of the FAU campus. The BOT and the City shall make ongoing efforts to involve residents in the neighborhoods surrounding the campus in discussions regarding the terms and conditions of the Interlocal Agreement.

14.7 The BOT and City agree that the design and construction of the Stadium will consist of a maximum 30,000 seat stadium that may be built in two phases. It is agreed that the Stadium will hold no more than a total of fifteen (15) scheduled events per year, including: (i) a maximum of six FAU football games on campus, of which only one will be a weekday (Monday – Thursday) game, (ii) a maximum of eight (8) Friday night events, which may include but are not limited to high school football games, and (iii) one special event per year; provided, however that nothing herein shall limit or impact the number of events held in the Stadium that are not events for which tickets are sold or provided to the general public but are events primarily attended by and/or intended for FAU faculty, staff, students and family. The BOT and City agree that upon execution of the CDA and prior to any use of the Stadium, the City and BOT will enter into an Interlocal Agreement to address traffic management, law enforcement, and Fire-Rescue operational impacts associated with events scheduled in the Stadium. The Interlocal Agreement shall specifically provide for BOT rescheduling of academic classes and limitations on the use of the convocation center/arena and/or large scale on-campus events (any activities exceeding 2,500 participants) on the day of any weekday game at the Stadium in order to reduce traffic impacts during the peak hours prior to any weekday game. The Interlocal Agreement shall further provide for measures to reduce traffic impacts associated with Stadium events on residential areas surrounding the campus. Prior to approval of the Interlocal Agreement, the City shall conduct public hearings in accordance with the provisions of Section 163.3225, Florida Statutes, and shall provide written notice of the date, time, and location of the public hearings to property owners located within a 500-foot radius of the FAU campus. The BOT and the City shall make ongoing efforts to involve residents in the neighborhoods surrounding the campus in discussions regarding the terms and conditions of the Interlocal Agreement.

14.8 No additional real property shall be acquired or accepted by the BOT, or the FAU Foundation, for inclusion into the FAU Boca Raton Campus, and the FAU Master Plan shall not be amended to include all or any portion of said properties, unless and until the City (after a full opportunity for review and consideration by the City Council) approves the inclusion. In addition, no development on, or use of, such properties by FAU shall occur until: (i) any such development or use has been determined by the

City and Palm Beach County to fully comply with the City's and County's concurrency requirements for all affected infrastructure and all other provisions of the City Code of Ordinances, (ii) an amendment to the Master Plan is completed, as well as an amendment to the CDA, and (iii) the City has received sufficient funding (as agreed upon by the City and BOT) to offset the impacts of such development. If the BOT acquires or accepts additional property within the corporate limits of the City of Boca Raton not to be included in the FAU Boca Raton Campus and incorporated into the FAU Master Plan or enters into agreements with owners or developers of property outside the campus and within the corporate limits of the City of Boca Raton for the provision of University activities or services or student housing, such additional property and/or housing or other agreements shall be subject to the City's land development regulations, all other applicable provisions of the City Code of Ordinances, and all applicable concurrency requirements.

14.9 FAU shall continue to use good faith efforts to ensure that the tenants of the Research and Development Park are limited strictly to those tenants that meet the definition of a research and development park in Section 159.27(7), Florida Statutes, as further limited by the Amended and Restated Agreement between the City and FAU Research and Development Authority, a body politic created pursuant to Chapter 159, Florida Statute, dated May 11, 2005.

14.10 The City and the BOT agree that, prior to commencement of construction of the Henderson High School, BOT shall conduct a Site Specific Circulation and Access Traffic Study based upon the proposed Henderson High School use and existing traffic, in a manner and pursuant to a methodology agreed to by BOT and the City, to determine the performance of the campus roadway network and adjacent off-campus streets, traffic flows, parking, and campus entrance and exit points. If an additional campus entry point is determined to be necessary, BOT shall construct one campus entry point in a location approved by the City pursuant to an Interlocal Agreement. If the campus entry point is to be connected from NW 5th Avenue, it shall provide bicycle and pedestrian connections to the El Rio Trail. The entry from NW 5th Avenue shall be located in an area mutually agreed to by FAU and the City and specifically approved by the City pursuant to the Interlocal Agreement. Any entry point shall be located in a manner to minimize any conflict with the El Rio Trail. BOT shall provide at BOT's cost, improvements for the El Rio Trail crossings that shall include, at a minimum, pedestrian activated signals, striping and protective barriers. Prior to constructing any campus entry point, the City must approve the proposed improvements for the El Rio Trail crossings as well as any connections to NW 5th Avenue pursuant to the Interlocal Agreement. At the time of construction, BOT shall pay the costs of any required intersection improvements, including traffic signalization and right and left turn lanes, and El Rio Trail crossing improvements as noted above. BOT agrees that any campus entry point from NW 5th Avenue shall be used only for access to and from the Henderson Schools and that the entry point shall be closed when not in use specifically for the Henderson Schools through a barricade, gate or similar system designed to restrict access to the entry point. The access restriction system shall be constructed at the same time as the campus entry point and shall be specifically approved by the City pursuant to the Interlocal Agreement. The Interlocal Agreement shall further provide for measures to reduce traffic impacts associated with any additional campus entry point on residential areas surrounding the campus. Prior to approval of the Interlocal Agreement, the City shall conduct public hearings in accordance with the provisions of Section 163.3225, Florida Statutes, and shall provide written notice of the date, time, and location of the public hearings to property owners located within a 500-foot radius of the FAU campus. The BOT and the City shall make ongoing efforts to involve residents in the neighborhoods surrounding the campus in discussions regarding the terms and conditions of the Interlocal Agreement.

14.11 BOT agrees to extend the expiration date of that certain lease to the City for 16 acres of land known as Parcel "C", located north of Spanish River Boulevard, to May 28, 2015. BOT further agrees to extend the expiration date of that certain lease to the City for 7.9 acres of land known as Parcel "A", located at the City's water and wastewater treatment facility, to the expiration date of the lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the BOT for the FAU campus. The extended lease for Parcel "A" will provide for a utility easement for sanitary sewer and related purposes to be located as mutually agreed between the City and the BOT.

14.12 BOT and the City confirm their ongoing commitment to the construction of an I-95 interchange providing additional access to the Boca Raton campus of FAU as a high priority for both the City and the BOT. BOT and the City will jointly encourage the completion of the additional I-95 Interchange in a manner that serves the interests of both the BOT and the City.

15.0 APPLICABLE LAWS

15.1 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.

15.2 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.

16.0 AMENDMENT

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

16.2 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 23.0 of this Agreement.

16.3 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.

16.4 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 19.0 of this Agreement.

17.0 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.

18.0 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.

19.0 DISPUTE RESOLUTION

19.1 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.

19.2 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.

19.3 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.

19.4 If either the BOT 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. In deciding upon a proper resolution, the state land planning agency shall consider the nature of the issues in dispute, the compliance of the parties with Section 1013.30, Florida Statutes, the extent of the conflict, the comparative hardships, and the public interest involved. In resolving the matter, the state land planning agency may, pursuant to Subsection 1013.30 (16), Florida Statutes, prescribe, by order, the contents of the Campus Development Agreement.

20.0 MONITORING AND OVERSIGHT

20.1 The City may, upon request, review all relevant information, which information shall be provided or made available by FAU within 15 days of the City's request, concerning development on the FAU Boca Raton 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.

20.2 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.

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

21.0 SUCCESSORS AND ASSIGNS

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

22.0 FORWARDING OF THIS AGREEMENT

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

23.0 NOTICES

23.1 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

23.2 Notices by personal service or delivery shall be deemed effective at the time of personal delivery, provided a certificate of service and receipt is executed in writing. Notices by registered or certified mail shall be deemed effective three business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one business day after deposit with the express delivery service.

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

Office of the President
Florida Atlantic University
Administration Bldg, Room #339
777 Glades Road
Boca Raton, Florida 33431

With copies to:

University Architect & VP for Facilities
Florida Atlantic University
CO#69-Room 101
777 Glades Road
Boca Raton, Florida 33431

and

Office of the General Counsel
Florida Atlantic University
ADM 367
777 Glades Road
Boca Raton, Florida 33431

The address of the City shall be:

Mr. Leif J. Ahnell, C.P.A., C.G.F.O., City Manager
City of Boca Raton
201 West Palmetto Park Road
Boca Raton, Florida 33432

With a copy to:

Ms. Diana Grub Frieser, City Attorney
City of Boca Raton
201 West Palmetto Park Road
Boca Raton, Florida 33431

24.0 EXHIBITS AND TABLES

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

Exhibit "A" --- Updated Campus Master Plan – Existing and New Facilities Authorized by The Agreement
Exhibit "B" --- Geographic Area Covered By The Agreement
Exhibit "C" --- Detailed Calculation of Financial Assurances for Public Facilities Referenced in Article 12
Exhibit “C - Table 1” --- Potable Water and Sanitary Sewer Impact Fees
Exhibit “C - Table 2a”--- Transportation Impact Fee - Adaptive Traffic Signal Control
Exhibit “C - Table 2b”--- Transportation - Shuttle Cost Estimate
Exhibit “C - Table 3”--- Fire Rescue Impact Fees

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:

_____ _____

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES

Date: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

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 _____of the Florida Atlantic University Board of Trustees, 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 _____, 200__ .

_____
Notary Public

(Notarial Seal)

My Commission expires:

APPROVED by the City Council of the City of Boca Raton on _____, 200__ .

ATTEST:

CITY COUNCIL OF THE
CITY OF BOCA RATON, FLORIDA

_____ BY:_____
Susan S. Saxton, City Clerk Susan Whelchel, Mayor

APPROVED AS TO FORM:

_____
Diana Grub Frieser, City Attorney

EXHIBIT "A" - Updated Campus Master Plan
Existing and New Facilities Authorized by This Agreement



EXHIBIT A

UPDATE TO THE BOCA RATON CAMPUS MASTER PLAN

ADOPTED: _____ __, 2009

LEGEND:

LOCATION NUMBER	PROJECT TITLE	PROGRAM SIZE	ESTIMATED YEAR OF COMPLETION
1	PRACTICE FOOTBALL FIELD		0-3 YEARS
2	TRACK AND FIELD EVENTS		0-3 YEARS
3	SOFTBALL FIELDS	2 FIELDS	0-3 YEARS
4	JOGGING TRAIL	3 MILES	0-3 YEARS
5	LEE STREET		0-3 YEARS
6	HENDERSON MUSIC ROOM	5,000 SF	0-3 YEARS
7	EMERGENCY OPERATIONS / SUPPORT USE	30,000 SF	0-3 YEARS
8	BASEBALL STADIUM	SEATS	0-3 YEARS
9	ENGINEERING BUILDING PHASE I & II 90,000 SF UNDER CONSTRUCTION	240,000 SF	0-3 YEARS
10	LIBRARY EXPANSION	15,000 SF	0-3 YEARS
11	NW 5th AVE. CONNECTORS		0-3 YEARS
12	BUSINESS SCHOOL EXPANSION WING	13,000 SF	0-3 YEARS
13	SATELLITE UTILITY PLANT		0-3 YEARS
14	GENERAL CLASSROOM BLDG.	90,000 SF	0-3 YEARS
15	HOUSING	1,200 BEDS	0-3 YEARS
16	INTERDENOMINATIONAL CENTER	12,000 SF	0-3 YEARS
17	RECREATION/ WELLNESS CENTER	120,000 SF	0-3 YEARS
18	ARTS & HUMANITIES ADDITION IN GENERAL CLASSROOM	7,500 SF	0-3 YEARS
19	COMPUTER CENTER EXPANSION/ RENOVATION	27,000 SF	0-3 YEARS
20	ALUMNI HOUSE – PHASE I & II	30,000 SF	0-3 YEARS
21	HERITAGE PARK TOWERS PHASE II – BED REPLACEMENT	600 BEDS	0-3 YEARS
22	REMOVE PAVED AREA – OPEN SPACE		
23	BREEZEWAY EXPANSION		3-5 YEARS
24	PARKING GARAGE – HOUSING AREA	1,000 CARS	3-5 YEARS
25	CONVOCATION CENTER/ ARENA	7,500 SEATS	3-5 YEARS
26	SCHMIDT BIOMEDICAL CENTER PHASE II & III	150,000 SF	3-5 YEARS
27	EXPAND FAU BOULEVARD / ST. LUCIE AVENUE		3-5 YEARS
28	HELLENIC CENTER AND AMPHITHEATER	30,000 SF	3-5 YEARS
29	APARTMENT STYLE HOUSING	1,200 BEDS	3-5 YEARS
30	VIVARIUMN EXPANSION	20,000 SF	3-5 YEARS
31	HENDERSON HIGH SCHOOL – 500 STUDENTS	85,000 SF	3-5 YEARS
32	OLD ENGINEERING BLDG. 36 RENOVATION/CLASSROOM	58,000 SF	3-5 YEARS
33	MEMORY AND WELLNESS CENTER	98,000 SF	3-5 YEARS
34	FUTURE FPL SUBSTATION	6 ACRES	
35	CAMPUS SUPPORT	10,000 SF	3-5 YEARS
36	RECITAL HALL	400 SEATS	5-10 YEARS
37	PROPOSED I-95 INTERCHANGE		5-10 YEARS
38	GYMNASIUM ADDITION	40,000 SF	5-10 YEARS
39	OKLEY CENTER ADDITION	25,000 SF	5-10 YEARS
40	PARKING GARAGE – STADIUM AREA (4 LEVEL)	2,000 CARS	5-10 YEARS
41	STADIUM	30,000 SEATS	5-10 YEARS
42	ROADWAY PROJECTS		5-10 YEARS
43	ACADEMIC BUILDING	300,000 SF	5-10 YEARS
44	PARKING GARAGE – ATHLETIC AREA	1,000 CARS	5-10 YEARS
45	ACADEMIC BUILDING	300,000 SF	5-10 YEARS

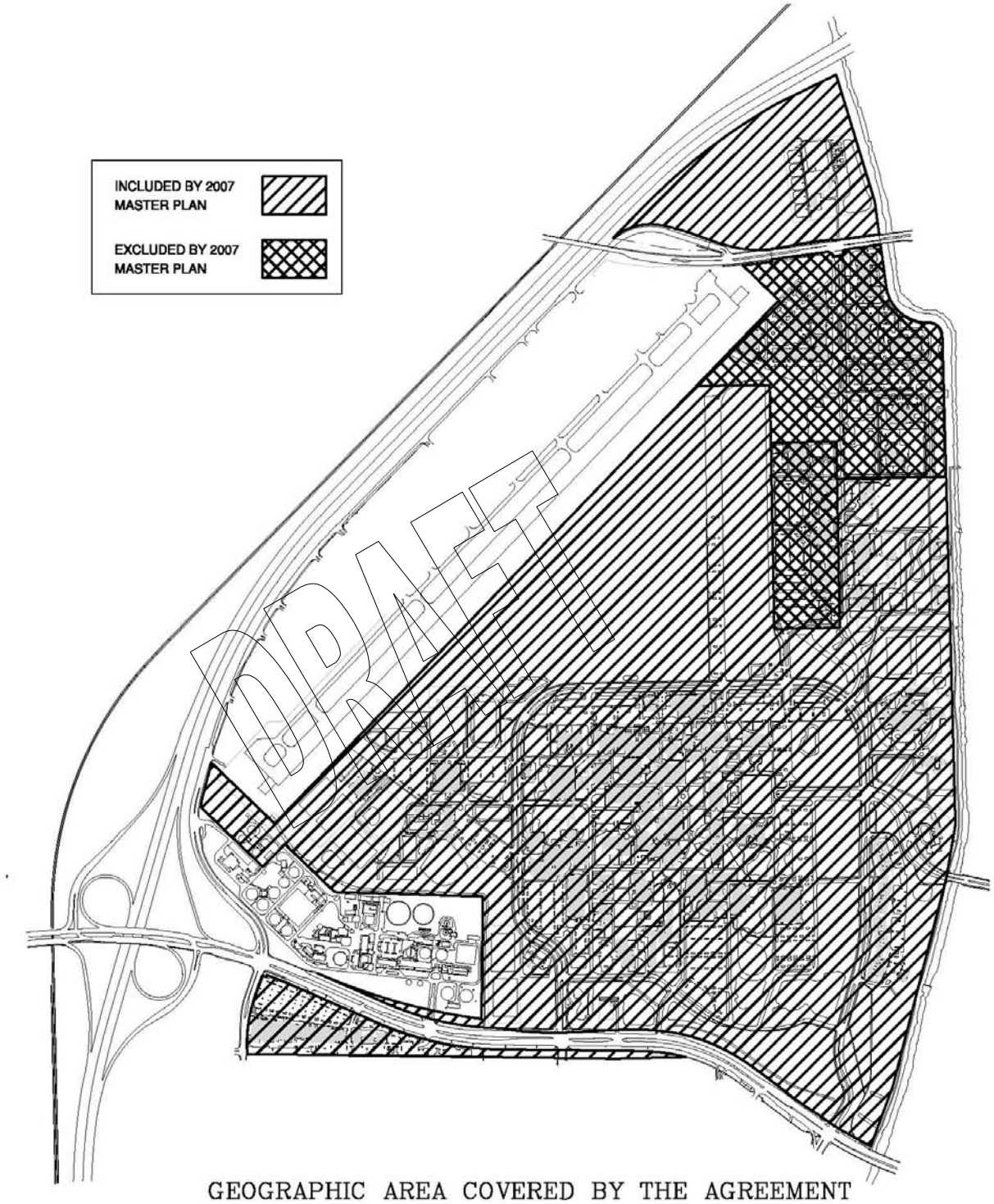
SOURCE:
FAU UNIVERSITY ARCHITECT

2009 CAMPUS DEVELOPMENT AGREMENT

FAU
FLORIDA ATLANTIC UNIVERSITY
BOCA RATON CAMPUS
PALM BEACH COUNTY, FLORIDA

N 0 500 1,000 1,500

EXHIBIT “B”
Geographic Area Covered by This Agreement



GEOGRAPHIC AREA COVERED BY THE AGREEMENT

EXHIBIT "C"
Campus Development Agreement
BOT's fair share cost for all improvements listed in Exhibit "A"

Public Facilities and Services	**BOT Fair Share Cost**	
Stormwater Management	FAU will continue to pay monthly fee	
Potable Water	$ 3,631,710.00	See Table 1
Sanitary Sewer	$ 2,914,400.00	See Table 1
Solid Waste	BOT will pay franchise fee for commercial haulers	
Park & Recreation	No Impact	
Transportation		
Adaptive Traffic Control Cost	$ 1,713,000.00	See Table 2a
Shuttle Service Cost	BOT will annually pay its fair share cost for shuttle service annually starting in 2012	See Table 2b
Fire/Rescue Services	$ 2,280,410.00	See Table 3
	$ 10,539,520.00	Total Fair Share Cost for all Future Development included in Exhibit A
	$ 2,583,602.00	Deferred payment for potable water and sanitary sewer to be paid on a per project basis
	$ 7,955,918.00	**Total**

EXHIBIT "C- Table 1"
Potable Water and Sanitary Sewer Impact Fees

Residential

	Cost/Unit	# Units	Amount Vested	# Units Deferred*	Amount Deferred
Water	$ 5,195	376	$ 1,953,320	224	$1,163,680
Sewer	4,168	376	1,567,168	224	933,632
Total Residential Impact			$ 3,520,488		$2,097,312

Non-Residential/Offices

Water

Size	Cost per	# Bldgs.	Amount Vested	# Bldgs. Deferred**	Amount Deferred
1"	$ 5,195	13	$ 67,535		
1-1/2"	11,663	1	$ 11,663		
2"	20,732	0	$ -	1	$ 20,732
4"	82,956	2	$ 165,912	3	$ 248,868
Subtotal			**$ 245,110**		**$ 269,600**

Sewer

Size	Cost per	# Bldgs.	Amount Vested	# Bldgs. Deferred**	Amount Deferred
1"	$ 4,168	13	$ 54,184		
1-1/2"	9,376	1	$ 9,376		
2"	16,665	0	$ -	1	$ 16,665
4"	66,675	2	$ 133,350	3	$ 200,025
Subtotal			$ 196,910		$ 216,690
Total Non-Residential Water & Sewer			**$ 442,020**		**$ 486,290**

	Total Vested	Total Deferred	Total Vested & Deferred
Potable Water - Residential / Non Residential	$ 2,198,430	$1,433,280	$3,631,710
Sanitary Sewer - Residential / Non Residential	1,764,078	$1,150,322	$2,914,400
Total Residential/Non-Residential	**$ 3,962,508**	**$2,583,602**	**$6,546,410**

* Housing is vested for 376 units (1,218 Beds). Development of additional units will be addressed on per project basis pursuant to the provisions of Sections 12.2 and 12.3 of the Campus Development Agreement..

**The following table identifies the projects which have not been included in concurrency payments for water and sanitary sewer. Development of these projects is subject to the provisions of Sections 12.2 and 12.3 of the Campus Development Agreement.

MP Bldg. No.	Project Name	Proposed Meter Size
26	Schmidt Biomedical Center Phase II & III	2"
43	Academic Building	3"
45	Academic Building	3"
46	Academic Building	3"

EXHIBIT "C- Table 2a"
Transportation Impact Fee - Adaptive Traffic Signal Control

COST ESTIMATE - Adaptive Traffic Control for FAU

Part 1 **Consultant and Professional Engineering Services**

Preparation of RFP, Response to RFI, Vendor Selection, and other professional services **Subtotal** **$ 50,000**

Part II **Intersection hardware Cost Estimates (Furnish and Install Cost Estimate)**

Sys.No.	Intersection Name	VD-Status	Fiber Status	TS2-Status	Adaptive System	Cost Estimate
30	GLADES RD & NW 13 ST.	EXISTING	ONLINE	EXISTING	Option C	$ 15,000.00
49	GLADES RD. & FAU ENTRANCE		ONLINE		Option C	$ 70,000.00
52	MILITARY TRAIL & SPANISH RIVER BLVD.		ONLINE		Option C	$ 70,000.00
55	MILITARY TRAIL & BUTTS RD.		ONLINE		Option C	$ 70,000.00
56	MILITARY TRAIL & POTOMAC RTD		ONLINE		Option C	$ 70,000.00
63	MILITARY TRAIL & BANYAN TRAIL		ONLINE		Option C	$ 70,000.00
88	SPANISH RIVER BLVD & NW 8 AVE.		ONLINE		Option C	$ 70,000.00
94	SPANISH RIVER BLVD & AIRPORT RD.	EXISTING	ONLINE		Option C	$ 40,000.00
113	GLADES RD. & AIRPORT RD	EXISTING	ONLINE	EXISTING	Option C	$ 15,000.00
114	GLADES RD & NB I-95 OFF RAMP		ONLINE		Option C	$ 70,000.00
115	GLADES RD & SB I-95 OFF RAMP		ONLINE		Option C	$ 70,000.00
116	GLADES RD. & NW 22 AVE (RENAISSANCE WAY)	EXISTING		EXISTING	Option C	$ 15,000.00
117	GLADES RD & BUTTS RD	EXISTING			Option C	$ 40,000.00
119	GLADES RD & TOWN CENTER MALL		PLANNED		Option C	$ 70,000.00
120	GLADES RD & ST. ANDREWS BLVD.	PLANNED	PLANNED		Option C	$ 40,000.00
121	YAMATO RD & NB I-95 ON RAMP	EXISTING			Option C	$ 40,000.00
122	YAMATO RD & SB I-95 OFF RAMP	EXISTING			Option C	$ 40,000.00
131	SPANISH RIVER BLVD & BROKEN SOUND BLVD	EXISTING		EXISTING	Option C	$ 15,000.00
132	SPANISH RIVER BLVD & WEST LIBRARY	EXISTING		EXISTING	Option C	$ 15,000.00
					Subtotal	**$ 905,000.00**

Part III	**Midblock Link Detectors for Volume and Speed (Furnish and Install Cost Estimates)**	
	Glades Road West of I-95	$ 30,000.00
	Glades Road East of I-95	$ 30,000.00
	Spanish River Blvd	$ 30,000.00
	Military Trail	$ 30,000.00
	Subtotal	**$ 120,000.00**
Part IV	**Central Software and Integration**	
	Central Software and Integration Services **Subtotal**	**$ 250,000.00**
Part V	Construction, Engineering, Inspection and Contract Administration	
	Assumed as 10% of Part II and III **Subtotal**	**$ 102,500.00**
	TOTAL	**$ 1,427,500.00**
	20% Contingency	$ 285,500.00
	GRAND TOTAL	**$ 1,713,000.00**

EXHIBIT "C- Table 2b"
Transportation – Shuttle Cost Estimate

SHUTTLE COST ESTIMATE	Includes the continuation of the current Palm Tran 94 shuttle route operated by a City provider. Service consists of 2 buses with 5 days a week operation + 6 days a year Saturday "game day" operation. The cost estimate utilized a $78 per hour operational rate based on the current SFRTA cost for a large bus in their shuttle provider contract.

SHUTTLE ROUTE: FAU -Tri-Rail (Per current 94 Route alignment)
Per Current Palm Tran 94 Route operated by City provider

YEAR	Annual Operating & Maintenance (O/M) Cost[1]												
	Number of Stops	Number of Vehicles	Days and Hours of Operation[2]	Annual Operating Hours			System O/M Cost ($78/hr)			FAU Proportionate Share Amount			
				Mon.-Fri.	Sat.	Total	Mon.Fri.*	Sat.*	Total*	Mon.Fri. (80%)	Sat. (100%)	Total	
2010	22	2	Mon.-Fri.: 6:45 am-9:00 pm Sat.: 9:00 am-9:00 pm (6 Saturday "game days" a year)	6,630	168	6,798	$517,140	$13,104	**$530,244**	$413,712	$13,104	**$426,816**	2010/2011 payments are vested under this CDA Agreement from funds paid in 2002 CDA for vesting 15,000 seat Arena
2011	22	2	Mon.-Fri.: 6:45 am-9:00 pm Sat.: 9:00 am-9:00 pm (6 Saturday "game days" a year)	6,630	168	6,798	$517,140	$13,104	**$530,244**	$413,712	$13,104	**$426,816**	
2012	22	2	Mon.-Fri.: 6:45 am-9:00 pm Sat.: 9:00 am-9:00 pm (6 Saturday "game days" a year)	6,630	168	6,798	$517,140	$13,104	**$530,244**	$413,712	$13,104	**$426,816**	Pay fair share cost annually by July 15
2013	22	2	Mon.-Fri.: 6:45 am-9:00 pm Sat.: 9:00 am-9:00 pm (6 Saturday "game days" a year)	6,630	168	6,798	$548,168	$13,890	**$562,059**	$438,535	$13,890	**$452,425**	Pay fair share cost annually by July 15
2014	22	2	Mon.-Fri.: 6:45 am-9:00 pm Sat.: 9:00 am-9:00 pm (6 Saturday "game days" a year)	6,630	168	6,798	$548,168	$13,890	**$562,059**	$438,535	$13,890	**$452,425**	Pay fair share cost annually by July 15
2015	22	2	Mon.-Fri.: 6:45 am-9:00 pm Sat.: 9:00 am-9:00 pm (6 Saturday "game days" a year)	6,630	168	6,798	$548,168	$13,890	**$562,059**	$438,535	$13,890	**$452,425**	Pay fair share cost annually by July 15
2016	22	2	Mon.-Fri.: 6:45 am-9:00 pm Sat.: 9:00 am-9:00 pm (6 Saturday "game days" a year)	6,630	168	6,798	$581,059	$14,724	**$595,782**	$464,847	$14,724	**$479,570**	Pay fair share cost annually by July 15
						TOTAL COST:	**$3,776,984**	**$95,706**	**$3,872,690**	**$3,021,587**	**$95,706**	**$3,117,293**	

** A 6% inflation factor was applied every three years.*
[1]Operating Cost includes maintenance and operation of service provider, salaries / benefits, repairs and maintenance of machinery and equipment, tools, trolley depot rental, general liability insurance, motor fuel & lubricants, uniform rental, employee training, office supplies, taxes and license fees and other operating costs.
[2]Hours of operation are Mon-Fri 6:55 am - 9:00 pm (northbound route) and 6:45 am - 8:35 pm (southbound route) for a total of 25.5 operating hours per day. Hours of operation were added to provide service for 6 Saturday "game days" a year 9:00 am - 9:00 pm for a total of 28 operating hours per day.

PROPORTIONATE SHARE CALCULATIONS

Agency	Mon.-Fri.		Sat.	
	Ridership**	Amount	Ridership	Amount
City of Boca Raton	10.0%	**$377,698**	0.0%	**N/A**
Palm Beach County Community College (PBCC)	10.0%	**$377,698**	0.0%	**N/A**
Florida Atlantic University (FAU)	80.0%	**$3,021,587**	100.0%	**$95,706**

	TOTAL:	**$3,776,984**	**TOTAL:**	**$95,706**

*** Based on Palm Tran May 2008 ridership estimates and analysis.*

EXHIBIT "C- Table 3"
Fee for Fire Rescue Impacts

Year	Budget	Incidents Citywide	Cost/Inc	FAU Incidents	Cost
	1.05	1.073			
*2010	$ 27,750,736	15,500	1790.3701	230	$ 204,095
2011	$ 29,138,273	16,402	1776.5615	230	$ 408,609
2012	$ 30,595,186	17,369	1761.5016	230	$ 405,145
2013	$ 32,124,946	18,397	1746.2311	240	$ 419,095
2014	$ 33,731,193	19,500	1729.8	240	$ 415,160
2015	$ 35,417,753	20,673	1713.223	250	$ 428,306
				Total	$ 2,280,410

*Year 2010 has been reduced by $207,690 covered under the previous CDA.

Florida Atlantic University
Boca Raton Campus Master Plan Update & Campus Development Agreement

Strategic Planning Committee

Tom Donaudy, University Architect & Vice President for Facilities

Azita Dashtaki, Assistant Vice President for Facilities

October 21, 2009

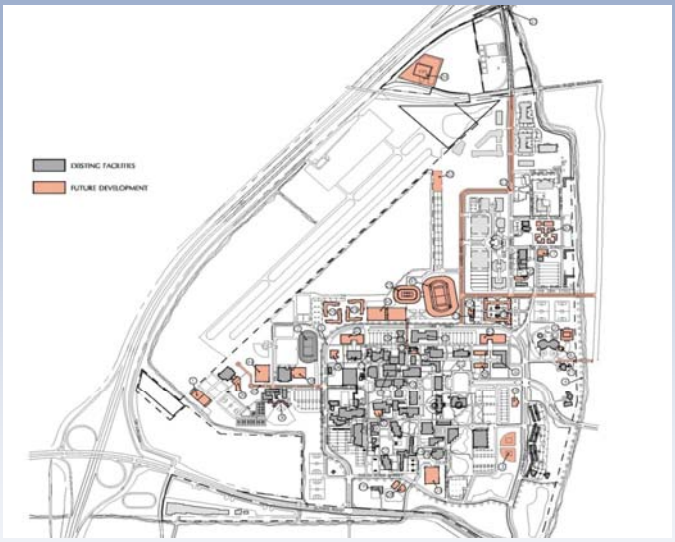
FLORIDA ATLANTIC UNIVERSITY

Update to the Boca Raton Campus Master Plan – Timeline

1. Initial Master Plan Adopted – November 6, 2001
2. Initial Campus Development Agreement (CDA) Executed on – August 29, 2002
3. Update Completed on February 14, 2007
4. First Public Hearing – May 14, 2007
5. Documents transmitted for Agency Review
6. Second Public Hearing – February 19, 2009
7. Updated Master Plan to be adopted in conjunction with Boca CDA on November 18, 2009

Boca Raton Campus Master Plan Update

FLORIDA ATLANTIC UNIVERSITY



LOCATION NUMBER	PROJECT TITLE	PROGRAM SIZE	ESTIMATED YEAR OF COMPLETION
1	PRACTICE FOOTBALL FIELD		0–3 YEARS
2	TRACK AND FIELD EVENTS		0–3 YEARS
3	SOFTBALL FIELDS	2 FIELDS	0–3 YEARS
4	JOGGING TRAIL	3 MILES	0–3 YEARS
5	LEE STREET		0–3 YEARS
6	HENDERSON MUSIC ROOM	5,000 SF	0–3 YEARS
7	EMERGENCY OPERATIONS / SUPPORT USE	30,000 SF	0–3 YEARS
8	BASEBALL STADIUM	SEATS	0–3 YEARS
9	ENGINEERING BUILDING PHASE I & II 90,000 SF UNDER CONSTRUCTION	240,000 SF	0–3 YEARS
10	LIBRARY EXPANSION	15,000 SF	0–3 YEARS
11	NW 5th AVE. CONNECTORS		0–3 YEARS
12	BUSINESS SCHOOL EXPANSION WING	15,000 SF	0–3 YEARS
13	SATELLITE UTILITY PLANT		0–3 YEARS
14	GENERAL CLASSROOM BLDG.	60,000 SF	0–3 YEARS
15	HOUSING	1,200 BEDS	0–3 YEARS
16	INTERDENOMINATIONAL CENTER	12,000 SF	0–3 YEARS
17	RECREATION/ WELLNESS CENTER	120,000 SF	0–3 YEARS
18	ARTS & HUMANITIES ADDITION IN GENERAL CLASSROOM	7,500 SF	0–3 YEARS
19	COMPUTER CENTER EXPANSION/ RENOVATION	27,000 SF	0–3 YEARS
20	ALUMNI HOUSE – PHASE I & II	20,000 SF	0–3 YEARS
21	HERITAGE PARK TOWERS PHASE II – BED REPLACEMENT	600 BEDS	0–3 YEARS
22	REMOVE PAVED AREA – OPEN SPACE		
23	BREEZEWAY EXPANSION		3–5 YEARS
24	PARKING GARAGE – HOUSING AREA	1,000 CARS	0–3 YEARS
25	CONVOCATION CENTER/ ARENA	7,500 SEATS	3–5 YEARS
26	SCHMIDT BIOMEDICAL CENTER PHASE II & III	150,000 SF	3–5 YEARS
27	EXPAND FAU BOULEVARD / ST. LUCIE AVENUE		0–3 YEARS
28	HELLENIC CENTER AND AMPHITHEATER	20,000 SF	3–5 YEARS
29	APARTMENT STYLE HOUSING	1,200 BEDS	3–5 YEARS
30	VIVARIUMN EXPANSION	20,000 SF	3–5 YEARS
31	HENDERSON HIGH SCHOOL – 500 STUDENTS	85,000 SF	3–5 YEARS
32	OLD ENGINEERING BLDG. 36 RENOVATION/CLASSROOM	58,000 SF	3–5 YEARS
33	MEMORY AND WELLNESS CENTER	98,000 SF	3–5 YEARS
34	FUTURE FPL SUBSTATION	6 ACRES	
35	CAMPUS SUPPORT	10,000 SF	3–5 YEARS
36	RECITAL HALL	400 SEATS	5–10 YEARS
37	PROPOSED I–95 INTERCHANGE		5–10 YEARS
38	GYMNASIUM ADDITION	40,000 SF	5–10 YEARS
39	DAILEY CENTER ADDITION	25,000 SF	5–10 YEARS
40	PARKING GARAGE – STADIUM AREA (4 LEVEL)	2,000 CARS	0–3 YEARS
41	STADIUM	30,000 SEATS	0–3 YEARS
42	ROADWAY PROJECTS		5–10 YEARS
43	ACADEMIC BUILDING	300,000 SF	5–10 YEARS
44	PARKING GARAGE – ATHLETIC AREA	1,000 CARS	5–10 YEARS
45	ACADEMIC BUILDING	200,000 SF	5–10 YEARS

Boca Raton Campus Master Plan Update

FLORIDA ATLANTIC UNIVERSITY

Campus Master Plan Update - Highlights

1. Addresses development out to year 2016
2. Development Includes:
   - 1.4 million gross square feet of new E&G facilities
   - 30,000 Seat Stadium
   - 7,500 Seat Convocation Center/Arena
   - 2,400 bed residential units
   - New parking structures - 4,000 spaces

Boca Raton Campus Master Plan Update

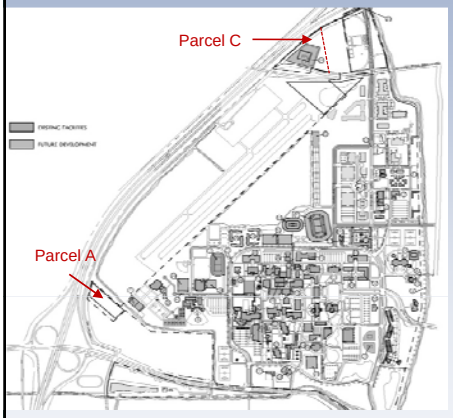
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	Current	2016 Master Plan*
Full Time Equivalent (FTE) (1.732 FTE to HC ratio)	11,295 FTE (2008-09 Actual)	13,771 FTE
Gross Square Footage - (w/o housing)	2,722,700 GSF	3,826,776 GSF
Residential Units – Number . of Beds	2,450 Beds	4,880 Beds
Parking Spaces	9,648 Spaces	12,426 Spaces

* Development of additional beds and square footage will be in accordance with the Amended Campus Development Agreement.

Boca Raton Campus Master Plan Update

FLORIDA ATLANTIC UNIVERSITY



Campus Development Agreement

1. Fair Share Payment to Mitigate Impact
   - Potable Water/Sanitary Sewer $3,962,508
   - Transportation $1,713,000
     (Annual shuttle payment starting in FY 2012)
   - Fire/Rescue: $2,280,410
2. Development Parameters
   - Interlocal Agreement for Stadium Event Management
   - Visible Signage in general compliance with City Code
   - Stadium signage maximum 10 percent of façade
   - Parcels A & C – Lease Terms Extended
3. Total Payment of $7,955,918 from SUS Concurrency Trust Fund

Boca Raton Campus Master Plan Update

FLORIDA ATLANTIC UNIVERSITY

City of Boca Review & Approval of CDA

1. FAU Presentation at City Council Workshop – October 13, 2009
2. City to hold two Public Hearings
   - October 27, 2009
   - November 10, 2009 – Adoption of Resolution
3. Approval of CDA Effective November 20, 2009