



Item: SP: A-1

Friday, December 6, 2019

**SUBJECT: APPROVAL OF THE UNIVERSITY'S BOCA RATON CAMPUS
INTERIM CAMPUS DEVELOPMENT AGREEMENT**

PROPOSED BOARD ACTION

Approval of the University's Boca Raton Campus-Interim Campus Development Agreement (CDA) with the City of Boca Raton (City).

BACKGROUND INFORMATION

In accordance with section 1013.30, Florida Statutes, state universities are to address the impacts of campus development on their host cities. After a university adopts a campus master plan, it addresses those impact through a CDA prepared in conjunction with the host city. The City and FAU entered into an amended and restated CDA in 2009 (2009 CDA). The 2009 CDA was extended to November 24, 2019 while FAU worked to develop an update to our Boca Raton Campus master plan. While FAU has now updated the master plan, the work necessary to finalize a fully updated CDA is still in process.

The Interim CDA addresses the continuing impact of FAU's campus development as approved under the 2009 CDA until such time as a new CDA may be finalized. The Interim CDA is identical to the 2009 CDA except for minor adjustments to planned facilities, none of which create an additional impact on the City, and acknowledgement of payments and actions completed.

The Interim CDA has been prepared with a 5-year window and will expire in 2024. The FAU administration fully expects to be back before this Board with an updated CDA before the five year expiration date.

IMPLEMENTATION PLAN/DATE

Upon Board and City Council approval.

FISCAL IMPLICATIONS

N/A

**Supporting Documentation: Interim Campus Development Agreement between FAU and City of
Boca Raton**

Presented by: Stacy Volnick, VP Administrative Affairs and Chief Administrative Officer

Phone: 561-297-6319

**INTERIM
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 _____, 2019__ (“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").

WITNESSETH:

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 on November 18, 2009 (the “2009 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, on November 24, 2009, the City entered into an Amended and Restated Campus Development Agreement (the “2009 CDA”) with the University for the purpose of implementation of the concurrency requirements of Florida Statutes and mitigation of the impacts of proposed FAU campus development during the period ending December 21, 2015, based on the Campus Master Plan; and

WHEREAS, Section 5.0 of the 2009 CDA provides that the term of the Agreement may be extended by mutual consent of the Board of Trustees and the City; and

WHEREAS, the 2009 CDA was amended by a First Amendment dated November 2, 2012, by a Second Amendment dated December 4, 2015, and by a Third Amendment dated December 8, 2017, which Third Amendment extended the term of the Agreement to November 24, 2019; and

WHEREAS, FAU is in the process of updating its campus master plan in compliance with the requirements set forth in Subsections 1013.30 (3)-(6), Florida Statutes, and undertaking the work necessary to propose a new campus development agreement to mitigate the impacts of campus development beyond that contemplated in the 2009 CDA, such work will not be completed in time to adopt a new campus development agreement prior to the expiration of the extended term of the 2009 CDA; and

WHEREAS, the City and FAU desire to enter into an Interim Campus Development Agreement in compliance with Section 1013.30, Florida Statutes, to mitigate the impacts of FAU’s proposed current campus development (as approved under the 2009 CDA) until such time as an updated campus master plan and new campus development agreement may be finalized; and

WHEREAS, the 2009 Campus Master Plan remains in effect except as modified in the attached “EXHIBIT A.1” (the “Modifications to Campus Master Plan”), 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 “fair share” costs for the existing facilities on the Boca Raton campus have been addressed in previous campus development agreements between the Board of Education and Florida Atlantic University dated August 29, 2002 (“2002 CDA”) and November 24, 2009 (“2009 CDA”), and

WHEREAS, the BOT agrees that any future development contemplated in an 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, and

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 Boca Raton Campus Master Plan dated February 14, 2007, adopted by the BOT on November 18, 2009, as summarized in Exhibits “A” and “A.1”, 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 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".
- 2.11 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.
- 2.12 The term "future development" means the future development contemplated by the Campus Master Plan, as more specifically identified on Exhibit "A". The BOT is vested for future development fair share costs previously addressed and paid in accordance with the 2002 CDA and the 2009 CDA.
- 2.13 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.
- 2.14 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, 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 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. 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 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 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 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, 2024, unless extended by the mutual consent of the BOT and the City, or amended 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 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 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 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, as 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 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. It is anticipated that the City will receive 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 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 Campus Master Plan and in Exhibits "A" and "A.1" 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 and City agree that future development proposed in the Campus Master Plan and in Exhibits "A" and "A.1" is likely to generate an additional demand on the City's potable water system through the Year 2024. 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 Campus Master Plan and in Exhibits "A" and "A.1" is likely to generate an additional demand on the City's sanitary sewer system through the Year 2024. 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 Campus Master Plan and in Exhibits "A" and "A.1" 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 and City agree that future development proposed in the Campus Master Plan and in Exhibits "A" and "A.1" 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 and City agree that future development identified in the Campus Master Plan and in Exhibits "A" and "A.1" will 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 Campus Master Plan and in Exhibits "A" and "A.1" will generate an additional demand on the City's Fire/Rescue Services. 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. The BOT has provided 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 matter 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 Campus Master Plan and in Exhibit "A" and "A.1" 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 Campus Master Plan and in Exhibit "A" and "A.1" 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 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 to 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 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" and "A.1"

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," which portion has been paid. 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 fair 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", which portion has been paid. 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. This funding obligation has been satisfied. 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 was vested for two (2) years of shuttle service and that payment for future service, which began in 2012, will continue in accordance with Exhibit "C-Table 2b".

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. This funding obligation has been satisfied.

12.8 Payment in the amount of \$7,955,918.00, constituting 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" has previously been made.

13.0 CONCURRENCY VESTING FOR DEVELOPMENT

13.1 The future development being vested from concurrency is identified in Exhibits "A" and "A.1" 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 area identified in Exhibit "C" shall be those established in the Future Land Use Element of the Campus Master Plan.

13.3 The City agrees to vest from its concurrency requirements the development identified in the 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 Exhibits "A" and "A.1" 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, 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 except as provided herein. 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 provisions to address 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 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 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 Campus Master Plan, development postponed, and any other changes in the schedule of development or specific building plans included in the 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 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. 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 shall not exceed 10 percent of the total visible façade of the building or structure upon which the sign is located. The parties agree that the stadium scoreboards are excluded from the above 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.
- 14.7 The BOT and City agree that the design and construction of the Stadium consists 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 twenty-six (26) scheduled events per year (July 1-June 30), including: (i) a maximum of six FAU football games on campus, of which only one will be a weekday (Monday – Thursday) game, (ii) other

events which may be scheduled: (a) between Friday at noon and Sunday at 11:00 PM; (b) on weekdays when FAU classes are not in session due to holidays or breaks, or (c) on weekdays when FAU classes are in session but only with prior written consent of the City, and (iii) one special event per year which is not restricted with regard to day and time.

Notwithstanding the foregoing, nothing herein shall limit or impact the number of events held in the Stadium that are: (i) 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 ("FAU-Internal Events"), or (ii) events for which the number of tickets sold or provided or the number of patrons reasonably anticipated to attend is 5,000 or less ("Small-scale Events").

The BOT and City have entered into an Interlocal Agreement to address traffic management, law enforcement, and Fire-Rescue operational impacts associated with events scheduled in the Stadium.

- 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, (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 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 Interlocal Agreement between the City and FAU Research and Development Authority, a body politic created pursuant to Chapter 159, Florida Statute, dated March 26, 1991.
- 14.10 The City and the BOT agree that if the Henderson High School is constructed to the total buildout of 85,000 gross square feet, BOT shall construct two campus entry points from NW 5th Avenue and shall provide bicycle and pedestrian connections to the El Rio Trail. The two entries from NW 5th Avenue shall be located in areas mutually agreed to by FAU and the City and specifically approved by the City. Each entry point shall be located in a manner to minimize any conflict with the El Rio Trail. BOT shall provide improvements for the El Rio Trail crossings that shall include, at a minimum, pedestrian activated signals, striping and protective barriers. Prior to constructing either of these campus entry points, the City must approve the proposed improvements for the El Rio Trail crossings as well as the connections to NW 5th Avenue. BOT shall mitigate the costs of required intersection improvements, including traffic signalization and right and left turn lanes for each entry point, and El Rio Trail crossing improvements as noted above.
- 14.11 BOT 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.

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 22.0 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 18.0 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 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.

20.0 MONITORING AND OVERSIGHT

- 20.1 The City may, upon request, review all relevant information 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. 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 Campus Planner
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" --- Campus Master Plan – Existing and New Facilities Authorized by The Agreement
- Exhibit "A.1" --- Modifications to Campus Master Plan and 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

SIGNATURES FOLLOW

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

Susan Saxton, City Clerk

BY: _____
Scott Singer, Mayor

APPROVED AS TO FORM:

Diana P. Kuehler
for Diana Grub Frieser, City Attorney

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

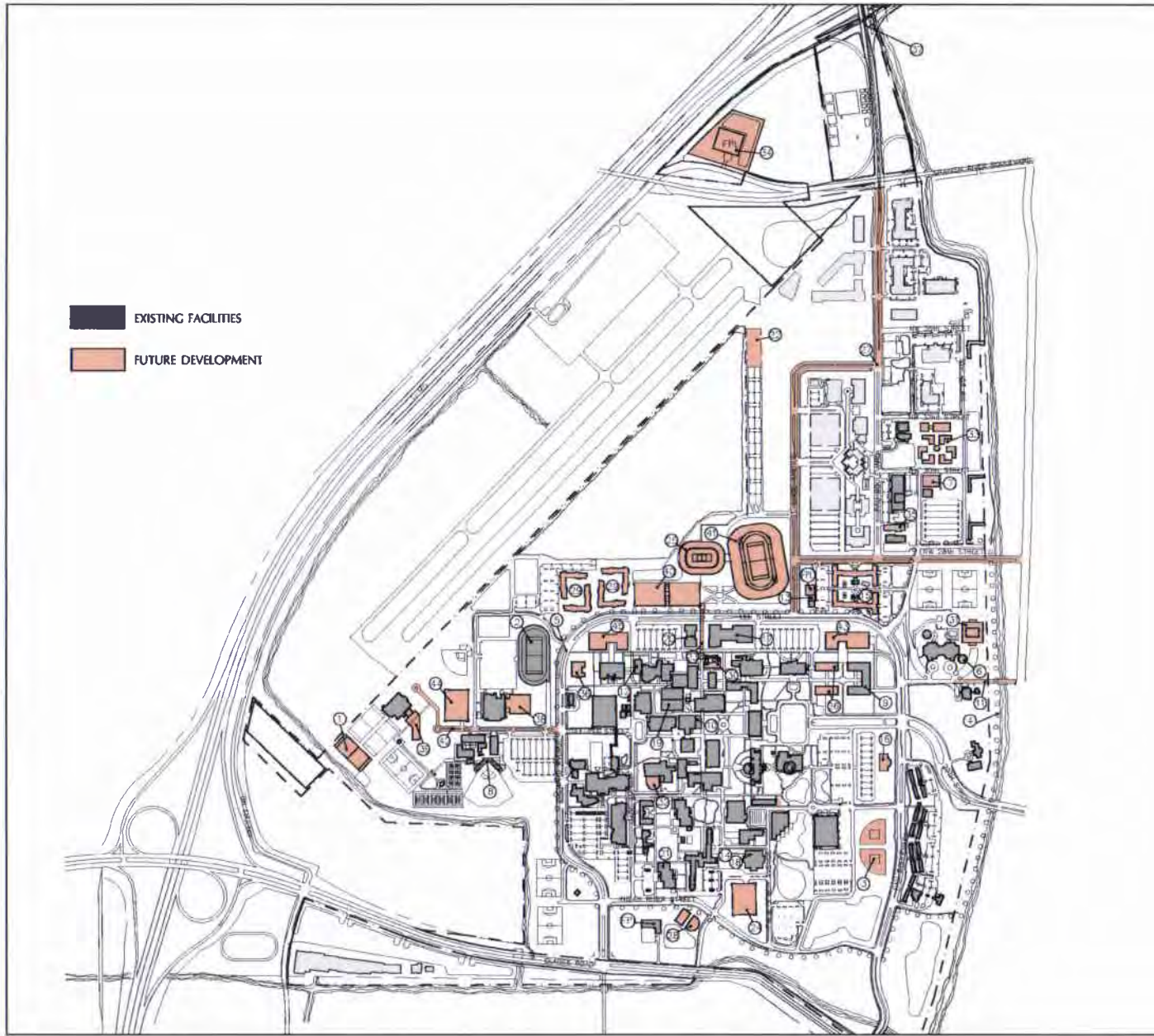


EXHIBIT A

**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	3 FIELDS	0-3 YEARS
4	JOCKEY SEAL	3 MILES	0-3 YEARS
5	USE TRACT		0-3 YEARS
6	RECEPTION WAREHOUSE	3,000 SF	0-3 YEARS
7	EMERGENCY OPERATIONS / SUPPORT USE	20,000 SF	0-3 YEARS
8	BASKETBALL STADIUM	SEATS	0-3 YEARS
9	INDOOR SWIMMING PHASE I & II	280,000 SF	0-3 YEARS
10	LIBRARY EXPANSION	15,000 SF	0-3 YEARS
11	NEW DR. AUST. CONDUCTORS		0-3 YEARS
12	RESEARCH CENTER EXPANSION WING	15,000 SF	0-3 YEARS
13	LABORATORY (UTILITY PLANT)		0-3 YEARS
14	GENERAL CLASSROOM BUILDING	80,000 SF	0-3 YEARS
15	HALLWAY	1,200 WGE	0-3 YEARS
16	INTERNATIONAL CENTER	17,000 SF	0-3 YEARS
17	RESEARCH AND DESIGN CENTER	120,000 SF	0-3 YEARS
18	ARTS & HUMANITIES CENTER IN GENERAL CLASSROOM	2,500 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	VENTILATION TOWER PHASE I - NEW REPLACEMENT	400 WGE	0-3 YEARS
22	SCIENCE PAVILION AREA - OPEN SPACE		0-3 YEARS
23	RESEARCH CENTER		0-3 YEARS
24	PARKING GARAGE - EXISTING AREA	1,000 CARS	0-3 YEARS
25	CONVOCATION CENTER AREA	7,000 SEATS	0-3 YEARS
26	SCIENCE BUILDING CENTER PHASE I & II	150,000 SF	0-3 YEARS
27	EXPANDED FAU BASKETBALL / ICE HOCKEY ARENA		0-3 YEARS
28	RESEARCH CENTER AND LABORATORY	20,000 SF	0-3 YEARS
29	APARTMENT STYLE HOUSING	1,500 WGE	0-3 YEARS
30	WILSONIAN EXPANSION	25,000 SF	0-3 YEARS
31	RESEARCH HIGH SCHOOL - 500 STUDENTS	80,000 SF	0-3 YEARS
32	GLI ENGINEERING BLDG. W/ RENOVATION/CLASSROOM	80,000 SF	0-3 YEARS
33	WILSONIAN AND MELLORIS CENTER	80,000 SF	0-3 YEARS
34	12.5 SF PPA BUILDING	8 KATES	0-3 YEARS
35	CAMPUS DEPOSIT	10,000 SF	0-3 YEARS
36	WELDON HALL	400 SEATS	0-3 YEARS
37	PROPOSED 1.5% RENOVATION		0-3 YEARS
38	CONVOCATION CENTER	40,000 SF	0-3 YEARS
39	DRIFT CENTER ADDITION	25,000 SF	0-3 YEARS
40	PARKING GARAGE - STADIUM AREA (4 LEVELS)	2,000 CARS	0-3 YEARS
41	STADIUM	20,000 SEATS	0-3 YEARS
42	ROADWAY PROJECTS		0-3 YEARS
43	ACADEMIC BUILDING	200,000 SF	0-3 YEARS
44	PARKING GARAGE - ATHLETIC AREA	1,000 CARS	0-3 YEARS
45	ACADEMIC BUILDING	200,000 SF	0-3 YEARS

SOURCE:
FAU UNIVERSITY ARCHITECT

2009 CAMPUS DEVELOPMENT AGREEMENT


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



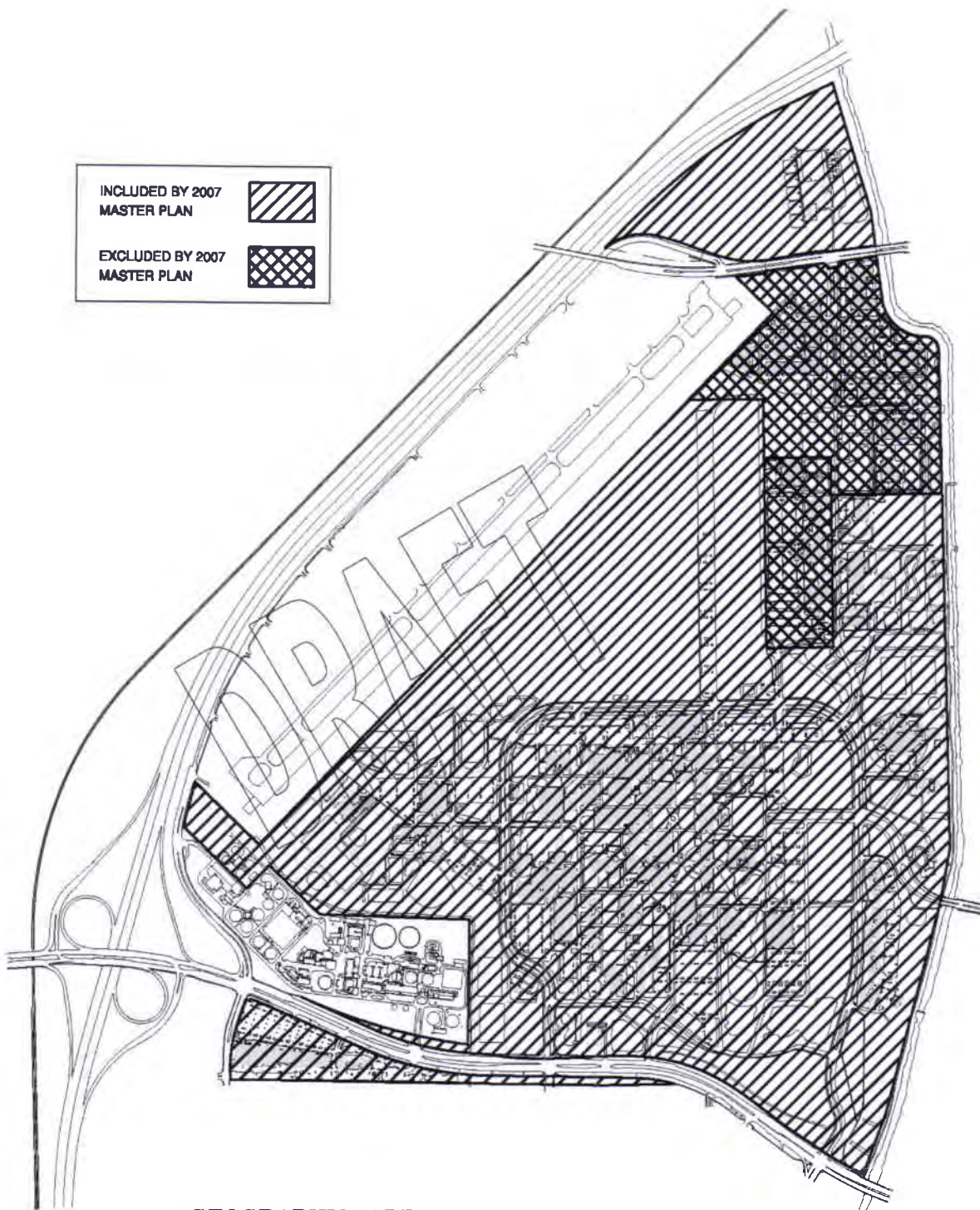
EXHIBIT A.1

Boca Raton Master Plan - Adopted: November 18, 2009					
Location Number	Project Title	Program Size Vested as of Nov. 18, 2009 CDA	Constructed	Balance Remaining	New Projects GSF Outside of 2009 MP
1	Practice Football Field		complete	-	
2	Track & Field Events		complete	-	
3	softball Fields	2 Fields		Yes	
4	Jogging Trail			Yes	
5	Lee Street		complete	-	
6	Henderson Music Room	5,000		5,000	
7	Emergency Operations/Support Use	30,000	complete	-	
8	Baseball Stadium	2,000 Seats		Yes	
9	Engineering Building Phase I & II	240,000	90,000	150,000	
10	Library Expansion	15,000	complete	-	
11	NW 5th Ave. Connection			Yes	
12	Business School Expansion - Office Depot	15,000	complete	-	
13	Satellite Utility Plant		complete	-	
14	General Classroom Bldg	90000	complete	-	
15	Housing 1200 Beds (Innovation Village I)	1200 Beds	complete	-	
16	Interdenominational Center	12,000		12,000	
17	Recreation /Wellness Center	120,000	63,214	56,786	
18	Arts & Humanities Addition (in General Classroom Phs I)	7,500	complete	-	
19	Computer Center Expansion & Renovation	27,000	complete	-	
20	Alumni House Phase I & II	20,000	complete	-	
21	Heritage Park Towers Phase II Bed Replacement	600 Beds	complete	-	
22	Remove Paved Area Open Space			Yes	
23	Breezeway Expansion			Yes	
24	Parking Garage Housing Area	1000 Cars		Yes	
25	Convocation Center Arena*	7500 Seats		Yes	
26	Schmidt Biomedical Center Phase II & III	150,000		150,000	
27	Expanded FAU Blvd. / St. Lucie Ave.		Complete	-	
28	Hellenic Center & Amphitheater	20,000		20,000	
29	Apartment Style Housing - Innovation Village Phase II	1200 Beds	600 Beds	600 Beds**	
30	Vivarium Expansion	20,000		20,000	
31	Henderson High School	85,000	15,000	70,000	
32	Old Engineering Bldg. Renovation & Addition	58,000		58,000	
33	Memory & Wellness Center	98,000	8,000	90,000	
34	Future FPL Substation			Yes	
35	Campus Support	10,000		10,000	
36	Recital Hall	400 Seats		Yes	
37	Proposed I-95 Interchange		complete	-	
38	Gymnasium Expansion	40,000		40,000	
39	Oxley Center Addition	25,000		25,000	
40	parking Garage Stadium Area	2000 Cars		Yes	
41	FAU Stadium	30000 Seats	complete	-	
40/41	PGIII and Stadium - to include 60,000 GSF Retail Space	60,000		60,000	
42	Roadway Project Athletics Area			Yes	
43	Academic Bldg. I	300,000		300,000	
44	Parking Garage Athletic Area	1,000 Cars		Yes	
45	Academic Bldg. II	300,000		300,000	
New	Office Building 1				27,527
New	Schmidt Complex for Academic & Athletic Excellence (includes buildout in PKGIII)				166,000
TOTAL OF APPLICABLE SQ. FT. NUMBERS (NOT BEDS, ROADS OR CARS)		1,747,500		1,366,786	

* Reduced seating from 15,000 to 7,500

** Remaining 600 included as new Housing Project to replace Algonqui - Net Gain 522 bed:
 Highlighted projects have not been vested for potable and sanitary sewer connections
 Projects not noted on 2009 Adopted MP

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
	<hr/>	
	\$ 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
	<hr/>	
	\$ 7,955,918.00	Total

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

Residential

	<u>Cost/Unit</u>	<u># Units</u>	<u>Amount Vested</u>	<u># Units Deferred*</u>	<u>Amount Deferred</u>
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

<u>Size</u>	<u>Cost per</u>	<u># Bldgs.</u>	<u>Amount Vested</u>	<u># Bldgs. Deferred**</u>	<u>Amount Deferred</u>
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

<u>Size</u>	<u>Cost per</u>	<u># Bldgs.</u>	<u>Amount Vested</u>	<u># Bldgs. Deferred**</u>	<u>Amount Deferred</u>
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

	<u>Total Vested</u>	<u>Total Deferred</u>	<u>Total Vested & Deferred</u>
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 TIVER 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
<u>Part III</u>	<u>Midlock Link Detectors for Volume and Speed (Furnish and Install Cost Estimates)</u>					
	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
<u>Part IV</u>	<u>Central Software and Integration</u>					
	Central Software and Integration Services				Subtotal	\$ 250,000.00
<u>Part V</u>	<u>Construction, Engineering, Inspection and Contract Administration</u>					
	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) <i>Per Current Palm Tran 94 Route operated by City provider</i>													
YEAR	Number of Stops	Number of Vehicles	Days and Hours of Operation ²	Annual Operating & Maintenance (O/M) Cost ¹									FAU Proportionate Share Amount
				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.

¹Operating 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.

²Hours 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"
Fire Rescue Impact Fee

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.