



Item: A-2

Wednesday, September 10, 2008

SUBJECT: TREASURE COAST CAMPUS DEVELOPMENT AGREEMENT

PROPOSED COMMITTEE ACTION

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

BACKGROUND INFORMATION

In January 18, 2006, the Board adopted the Master Plan for the Treasure Coast Campus. Pursuant to Subsection 1013.30(15), Florida Statutes, following the adoption of the Master Plan, the university entered into a Campus Development Agreement (CDA) with the City of Port St. Lucie to address stormwater management, potable water, parks and recreations, and public facilities. The CDA is a legally binding agreement between the university and the City of Port St. Lucie, executed by the Mayor of Port St. Lucie.

WHEREAS, the City of Dallas is a party to the following:

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5. The City of Dallas is a party to the following:

6. The City of Dallas is a party to the following:

7. The City of Dallas is a party to the following:

8. The City of Dallas is a party to the following:

9. The City of Dallas is a party to the following:

WHEREAS, the campus development agreement shall identify the City'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;

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

2.10 "Public utility" means a person or entity that provides utility services, including electric, gas, water, sewer, telephone, cable television, and other utility services.

2.11 "Public works" means the physical infrastructure of a community, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.12 "Public works agency" means a person or entity that provides public works services, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.13 "Public works project" means a project that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.14 "Public works program" means a program that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.15 "Public works plan" means a plan that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.16 "Public works project plan" means a plan that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.17 "Public works program plan" means a plan that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.18 "Public works project plan" means a plan that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.19 "Public works program plan" means a plan that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.20 "Public works project plan" means a plan that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.21 "Public works program plan" means a plan that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.22 "Public works project plan" means a plan that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.23 "Public works program plan" means a plan that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.24 "Public works project plan" means a plan that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.25 "Public works program plan" means a plan that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.26 "Public works project plan" means a plan that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.27 "Public works program plan" means a plan that involves the construction, reconstruction, or maintenance of public works, including streets, bridges, water supply, sewerage, drainage, and other public works.

2.28 "Public utility" means a person or entity that provides utility services, including electric, gas, water, sewer, telephone, cable television, and other utility services.

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

4.0 GENERAL CONDITIONS

4.1 The conditions, terms, conditions and special conditions of this agreement shall be equally binding and strictly adhered to by the BOI, FAL, and the City.

4.2 The BOI shall have the right to cancel this agreement if the contractor fails to enter into and perform this Agreement in accordance with the terms and conditions of this Agreement.

4.6 In the event that all or a portion of a project listed in the Campus Master Plan and Exhibit "A" to this

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of 10 years, unless extended by the mutual consent of the ROT/FAA and the City, in accordance with Section 15.0.6 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

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

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

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

- 7.1 Stormwater Management:
 - ◆ South Florida Water Management District
 - ◆ St. Lucie West Services District (SFWMD)
- 7.2 Potable Water:
 - ◆ St. Lucie West Utilities
- 7.3 Sanitary Sewer:
 - ◆ St. Lucie West Utilities
- 7.4 Solid Waste Collection:
 - ◆ St. Lucie West Utilities/Waste Management

- St. Lucie West Utilities establishes a sanitary sewer level of service of 10% gallons per capita per day.

8.4 Solid waste

- The City of Port St. Lucie Comprehensive Plan establishes a level of service standard for solid waste of 3.25 lbs./capita/day.
- St. Lucie West Utilities – by agreement with collection contractor.

8.5 Parks and recreation:

The City of Port St. Lucie Comprehensive Plan (adopted February 19, 1996) establishes the following level of service standards for park acreage:

City- 10 Acres/1,000 population

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

The BOT/FAU and City agree that development proposed in the adopted FAU Treasure Coast Campus Master Plan and in Section 9.1 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/FAU and City agree that development proposed in the adopted FAU Treasure Coast Campus Master Plan and in Section 9.1 is likely to generate an additional demand on the City's potable water system through the year 2009 and that the compensating improvements to the City's water system funded in part by this mitigation will be necessary to maintain the reliable level of service currently provided by the City.

The BOT/FAU and City agree that development proposed in the adopted FAU Treasure Coast Campus Master Plan and in Section 9.1 is likely to generate an additional demand on the City's sanitary sewer system through the year 2009 and that the compensating improvements to the City's sanitary sewer system funded in part by this mitigation will be necessary to maintain the reliable level of service currently provided by the City.

construct sidewalks along with new development.

10.1.1 ~~CONCURRENCE REQUIREMENTS~~

~~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.~~

10.1.2 ~~CONCURRENCE REQUIREMENTS~~

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

10.1.3 ~~CONCURRENCE REQUIREMENTS~~

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

10.1.4 ~~CONCURRENCE REQUIREMENTS~~

10.1.5 ~~CONCURRENCE REQUIREMENTS~~

10.1.6 ~~CONCURRENCE REQUIREMENTS~~

~~Development which remains unbuilt shall remain vested from the City's concurrency requirements provided that the payment required in Section 12.8 shall have been made.~~

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



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

Mr. Tom Donahy, University Architect & Vice President for Facilities
Florida Atlantic University, CO#600 Room 101
777 Glades Road
Boca Raton, Florida 33431

UNIVERSITY OF FORT ST. LUCIE
 THE CITY OF FORT ST. LUCIE

EXHIBIT "A"
 DEVELOPMENT AUTHORIZED BY THE AGREEMENT

Building Number Shown on Exhibit A	Type/Use of Building	Gross Building Area
1	FAU Academic Support Building - Existing	12,000 GSF
2	FAU/IRCC Joint Use Library - Existing <small>(1/2 of Total 42,000 GSF - other 12 is IRCC space)</small>	41,000 GSF
3	Classroom Bldg. 3	30,000 GSF
4	Classroom Bldg. 3	10,700 GSF
5	Multi-Use Facility	16,128 GSF

Adopted January 18, 2006



FIGURE CP.1
 TREASURE COAST
 UNIVERSITY CAMPUS
 MASTER PLAN
 SCHEDULE

ADOPTED JANUARY 18, 2006
 0 100 300 600

SCHEDULE	IMPROVEMENT	SCHEDULE	
		PHASE	COMMENTS
1	CLASS ROOM BLDG 1	PHASE 1	EXISTING
2	ADMIN. JOINT-USE LIBRARY	PHASE 1	UNDER CONSTRUCTION
3	CLASS ROOM BLDG 2	PHASE 1	UNDER CONSTRUCTION
4	CLASS ROOM BLDG 3	PHASE 2	UNDER CONSTRUCTION
5	MEETING USE FACILITY	PHASE 2	10,700 SF
		PHASE 2	14,100 SF

SOURCE:
 SAU CP. SC
 SCHEDULE 2002

"EXHIBIT B"