



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:

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

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

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

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

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 services.

2.11 "State land planning agency" means the Department of Community Affairs.

2.12 "Statewide planning agency" means the Department of Community Affairs.

2.13 "Statewide transportation planning agency" means the Department of Transportation.

2.14 "Statewide water planning agency" means the Department of Environmental and Natural Resources.

2.15 "Statewide waste management planning agency" means the Department of Environmental and Natural Resources.

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4.0 GENERAL CONDITIONS

The City of Dallas hereby grants to the Board of Finance, the Board of Public Affairs, and the City of Dallas the right to use the information contained herein for the purpose of the City of Dallas' financial and public affairs. The Board of Finance, the Board of Public Affairs, and the City of Dallas shall be bound by the terms and conditions of this agreement and shall strictly adhere to by the Board of Finance, the Board of Public Affairs, and the City of Dallas.

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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:

Facility Type	LOS Standard
Collector Road	D
Minor urban arterial	E
Major urban arterial	E
Major rural arterial	D
Limited access urban facility	D

Limited access facility
 backlogged facility

maintain
 maintain improve

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE BOT/FAU AND SERVICE PROVIDERS

The BOT/FAU shall coordinate with the City and the providers to ensure that the financial arrangements between necessary to support the continued growth and development of the FAU campus. **9.0.1 Stormwater Management**

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

9.2 Potable water

Except for the portion of the adopted Master Plan that is located within the City's existing service area, the BOT/FAU shall coordinate with the City and the providers to ensure that the financial arrangements between necessary to support the continued growth and development of the FAU campus. **9.2.1** The BOT/FAU shall coordinate with the City and the providers to ensure that the financial arrangements between necessary to support the continued growth and development of the FAU campus. **9.2.2** The BOT/FAU shall coordinate with the City and the providers to ensure that the financial arrangements between necessary to support the continued growth and development of the FAU campus. **9.2.3** The BOT/FAU shall coordinate with the City and the providers to ensure that the financial arrangements between necessary to support the continued growth and development of the FAU campus.

between the BOT/FAU and the City for the continued provision of sanitary sewer facilities or service to the campus in relation to the development proposed in the adopted FAU Master Plan and in Exhibit "A" of this Agreement. The BOT/FAU shall coordinate with the City and the providers to ensure that the financial arrangements between necessary to support the continued growth and development of the FAU campus.

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 should be funded in part by this mitigation 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 should be funded in part by this mitigation to maintain the reliable level of service currently provided by the City.

construct sidewalks along with new development.

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10.1.1 ~~_____~~

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10.1.2 ~~_____~~

~~_____~~

10.1.3 ~~_____~~

~~_____~~

11.2.1 ~~_____~~

~~_____~~

~~_____~~
this Agreement, provided that the payment required in Section 12.8 shall have been made, and that development which remains unbuilt shall remain vested from the City's concurrency requirements provided that the payment required in Section 12.8 shall have been made.

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



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#69, Room 101
777 Glades Road
Boca Raton, Florida 33431

NOTARIAL PUBLIC STATE OF CALIFORNIA
My Commission Expires: _____

NOTARIAL PUBLIC STATE OF CALIFORNIA
My Commission Expires: _____

_____ and _____
do hereby certify that _____
is the true and correct copy of the _____
_____ and _____

_____ day of _____, 20____, _____ and _____ State Just aforesaid this _____
_____ 20____

(Notarial Seal)

Notary Public

My Commission Expires:

and noticed _____
of the _____
On, _____, 20____, the BOARD of Education, at a regularly scheduled
public meeting, approved and authorized the execution of this Agreement by the Chancellor

ATTEST:

CITY COUNCIL OF THE
CITY OF PORTLAND, OREGON


Katen A. Phillips, City Clerk

BY: 
Mayor Patricia Christensen

APPROVED AS TO FORM:


Roger G. Orr, City Attorney

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



TREASURE COAST UNIVERSITY CAMPUS MASTER PLAN SCHEDULE

FIGURE CP.1

ADOPTED JANUARY 18, 2006

0 100 300 600

SCHEDULE	IMPROVEMENT DESCRIPTION	SCHEDULE	
		EST. 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

"EXHIBIT B"