RESOLUTION NO. R-2012-113

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING A CAMPUS DEVELOPMENT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES; AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE NEGOTIATIONS PERTAINING TO THE SALE AND CONVEYANCE OF THE CITY'S EXISTING ONSITE SEWER SYSTEM TO FLORIDA INTERNATIONAL UNIVERSITY AND ESTABLISH GUIDELINES FOR THE CONTINUED OWNERSHIP, INSTALLATION, OPERATION AND MAINTENANCE OF SAID SYSTEM; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, Section 1013.30, Florida Statutes, requires that each university in the State of Florida prepare and adopt a campus master plan that identifies general land uses and outlines the goals, objectives and policies of the university; and

WHEREAS, on September 24, 2010, the Florida International University Board of Trustees ("FIU Board") prepared and adopted a university campus master plan covering the period of 2005 through 2015, in compliance with the statutory requirements; and

WHEREAS, Section 1013.10(10), Florida Statutes, requires the FIU Board to draft and submit to the City a proposed campus development agreement within two hundred seventy (270) days after the adoption of the university's campus master plan ("Campus Development Agreement"); and

WHEREAS, the Campus Development Agreement is required to establish guidelines to ensure consistency between the university's campus master plan and the City's Comprehensive Plan; and

WHEREAS, the Campus Development Agreement shall determine the impacts of proposed campus development, on public facilities and services, including: roads, sanitary sewer lines, 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 the proposed campus development will create or to which it will contribute; and identify all improvements to facilities or services which are necessary to eliminate such deficiencies; and

WHEREAS, the Campus Development Agreement shall identify the university's "fair share" of the cost incurred by the City for all improvements to facilities or services which are necessary to eliminate deficiencies; and

WHEREAS, the FIU Board has submitted its Campus Development Agreement dated August 2, 2012, in compliance with State law and has agreed to assume ownership, maintenance and operation of the City's existing onsite sewer system servicing the university; and

WHEREAS, once the City and the FIU Board agree on the provisions of the Campus Development Agreement, the Campus Development Agreement is to be executed by the City and the FIU Board, in a manner consistent with the requirements of Section 163.3225, Florida Statutes; and

WHEREAS, on September 4, 2012, the Planning Commission reviewed the Campus Development Agreement and submitted its recommendation of approval to the Mayor and City Council for final review and approval; and

WHEREAS, in accordance with Article 2, Division 13 of the City of North Miami Land Development Regulations, the Mayor and City Council find that the proposed Campus Development Agreement, along with the associated documents and exhibits, satisfies the requirements of state law and furthers the enhancement of the health, safety, and general welfare of students and City residents.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Mayor and City Council Approval.** The Mayor and City Council of the City of North Miami, Florida, hereby approve a Campus Development Agreement, in substantially the attached form, between the City of North Miami and the Florida International University Board of Trustees.

Section 2. **Authority of City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager and City Attorney to finalize negotiations pertaining to the sale and conveyance of the City's existing onsite sewer system to Florida International University and establish guidelines for the continued ownership, installation, operation and maintenance of said system.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 4-1 vote of the Mayor and City Council of the City of North Miami, Florida, this 9 day of October, 2012.

ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Marcellus

Seconded by: Mayor Pierre

Vote:

Mayor Andre D. Pierre, Esq.	x (Yes)	(No)
Vice Mayor Marie Erlande Steril	x (Yes)	(No)
Councilperson Michael R. Blynn, Esq.	x (Yes)	(No)
Councilperson Scott Galvin	(Yes)	x (No)
Councilperson Jean R. Marcellus	x (Yes)	(No)

SETTLEMENT AGREEMENT

This Agreement (the "Settlement Agreement") is made and entered into this ___ day of _____, 2012, by and between The Florida International University Board of Trustees whose business address is University Park, 11200 S.W. 8th Street, Miami, Florida 33199 ("FIU") and The City of North Miami, a municipal corporation of the State of Florida whose business address is 776 N.E. 125 Street, North Miami, Florida 33161 ("City"). The City and FIU may be collectively referred to herein as the "Parties". Further, the City and FIU may each be individually referred to herein as "Party".

WITNESSETH

WHEREAS, the City currently owns, operates and maintains water and sewer facilities located within and on the Florida International University Biscayne Bay Campus under the control of FIU ("FIU BBC Water and Sewer Facilities"); and,

WHEREAS, the City has submitted a request to FIU for payment of all costs and expenses which the City has stated it has incurred and paid as of the Settlement Agreement Final Approval Date (defined below) in connection with the City's installation, operation and maintenance of FIU BBC Water and Sewer Facilities. The City has enumerated its claim on Attachment 2-a which is further supported by the City's Affidavit shown in Attachment 2-b. Attachments 2-a and 2-b are attached hereto and incorporated herein by reference (collectively referred to hereinafter as the "Claim"); and,

WHEREAS, FIU and the City desire to settle the City's Claim and other matters related to the FIU BBC Water and Sewer Facilities on the terms outlined below; and,

WHEREAS, as part of this Settlement Agreement, FIU has agreed to take over responsibility for and ownership, maintenance and operation of sewer facilities located on and within FIU Biscayne Bay Campus ("FIU BBC Sewer Facilities") on the terms outlined below;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals: The Parties acknowledge and agree that the above recitals are true and correct and are incorporated herein by reference.

2. Settlement of Claim: Subject to the contingencies outlined in this Settlement Agreement, within sixty (60) days after the Final Approval (defined below) of the Settlement Agreement (defined below) FIU shall pay the City the total sum of Two Hundred Ninety Nine Thousand Three Hundred Eighty Nine Dollars and 74/100 ($299,389.74) ("Settlement Funds") in full and final payment of the City's Claim.

Upon the City's receipt of the Settlement Funds from FIU, the City acknowledges and expressly waives any and all present and future claims for payment related to the City's Claim.

3. FIU BBC Sewer Facilities: The Parties acknowledge and agree that the City shall convey all existing FIU BBC Sewer Facilities to FIU pursuant to a Bill of Sale attached hereto and incorporated herein by reference as **Attachment 3.** Prior to such conveyance, the City will arrange for FIU to conduct an inspection of the FIU BBC Sewer Facilities. The City shall also provide FIU with any and all information, material, and documents applicable to FIU BBC Sewer Facilities and FIU's access to same. Upon such conveyance, FIU agrees to assume ownership and responsibility for the FIU BBC Sewer Facilities. After the City conveys ownership of the FIU BBC Sewer Facilities to FIU, the City shall continue to work with FIU in a cooperative matter to provide information, documentation and guidance, as needed. The City shall then discontinue any and all billing to FIU for non-standard fees/costs for FIU BBC Sewer Facilities (hereinafter referred to as "Non-Standard Fees and Costs"). For purposes of this provision Non-Standard Fees and Costs shall mean any and all fees costs not included within the City Standard Monthly Utility Billing for sewer. A sample of the City's standard Utility Billing Information Form is attached hereto as Attachment 4 which is incorporated herein by reference.

4. FIU BBC Water Facilities: The Parties acknowledge and agree that the City shall continue ownership and maintenance of the existing City owned water facilities within FIU's BBC property boundaries because: (i) the City's water facilities connect to other property owners and (ii) FIU may not have the capability of executing emergency repairs on critical water facilities in a timely fashion. FIU, in turn, has agreed to be responsible for payment of its "fair share" of future Non-Standard Fees and Costs for water facilities. Non-Standard Fees and Costs are defined in the Non-Exclusive License Agreement between the City and FIU attached hereto and incorporated herein by reference.

5. Settlement Contingency: This Settlement shall be contingent upon the Parties Final Approval (defined herein), execution and completion of each and every one of the items set forth within sixty (60) days after the Final Approval or any extension thereof mutually agreed to in writing by the Parties ("Settlement Contingency"). For purposes of this provision, Final Approval shall mean that all of the following have been completed and/or occurred by or on behalf of both Parties: (a) approval of the Settlement Agreement and any and all documents/attachments thereto (collectively referred to herein as the "Settlement Package") by all required authorities of each Party ; (b) no objections or appeals filed with respect to the Settlement Package; and (c) all periods for appeal and/or objections to the Settlement Package have expired in connection with each Party's required processes, to the extent applicable, which shall occur no later than thirty (30) days after the City of North Miami's Council's approval of the Settlement Package.

a. Execution of the CDA: FIU and the City must fully execute the Campus Development Agreement based upon the 2005-2015 FIU Campus Master Plan update (collectively referred to herein as the "CDA") simultaneously with the execution of this Settlement Agreement ("Settlement

Contingency"). A copy of the CDA is attached hereto as Attachment 1 and incorporated herein by reference; and,

b. Completion/Execution of Attachment 2a and 2b pertaining to the City's Claim against FIU, and,

c. Bill of Sale from City to FIU conveying FIU BBC Sewer Facilities: The City and FIU must fully execute the Bill of Sale attached hereto as Attachment 3 and incorporated herein by reference, simultaneous with the CDA and the Settlement Agreement whereby the City shall convey ownership of the FIU BBC Sewer Facilities to FIU. A copy of the Bill of Sale is attached hereto and incorporated herein by reference.

6. Acceptance of Settlement: The Parties accept the terms of this Settlement Agreement/Settlement Package and the Parties have agreed to the terms solely for their own convenience, without admitting liability.

7. Audit: The parties acknowledge and agree that neither party is waiving any audit rights of their respective institutions under the applicable laws, rules, and regulations of the State of Florida in connection with this Settlement Agreement.

8. Miscellaneous:

A. Exhibits. Any and all Exhibits and Attachments referenced in this Settlement Agreement are incorporated into this Settlement Agreement by such reference.

B. Third Party Beneficiaries. There are no third party beneficiaries to this Settlement Agreement.

C. Notices. Whenever any notice, demand or consent is required or permitted under this Settlement Agreement, such notice, demand or consent shall be deemed sufficiently given (i) on the day personally delivered, (ii) three (3) business days after deposit in the U.S. Mail if mailed by registered or certified U.S mail, return receipt requested, postage prepaid, or (iii) on the day of delivery if sent by recognized courier to the addresses set forth in the Introductory Paragraph of this Settlement Agreement.

D. Severability. If any term, provision, covenant or condition of this Settlement Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of the provisions of this Settlement Agreement will remain in full force and effect.

E. Entire Agreement. This Settlement Agreement, and all exhibits and attachments attached hereto, contains the entire and complete understanding and agreement between the Parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

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F. Amendments. This Settlement Agreement may be amended or modified by mutual consent of the Parties, provided any and all such amendments or modifications shall be in writing and signed by authorized representatives of both Parties.

G. Waiver. No waiver of any of the provisions of this Settlement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver of any provision of this Settlement Agreement shall be effective, unless in writing and signed by the party to be charged. No delay in acting with regard to any breach of any provision of this Settlement Agreement shall be construed to be a waiver of such breach.

H. Assignability. Neither party may assign any interest in this Settlement Agreement without the prior written consent of the other party. Any attempted assignment shall be void and of no effect if not in accordance with this Settlement Agreement.

I. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Settlement Agreement.

J. Binding Agreement. This Settlement Agreement shall be binding upon and shall inure to the benefit of, the Parties and their respective representatives, successors and permitted assigns.

K. Representation. The Parties hereto represent and warrant that they have the authority to enter into this Settlement Agreement.

IN WITNESS WHEREOF, the Parties by their duly authorized officials have executed this Settlement Agreement the day first above written.

City of North Miami, a Municipal Corporation of the State of Florida

_____
Witness

By: _____
Name: _____
Title: _____
Date: _____

_____
Witness

The Florida International University Board of Trustees, a public body corporate of the State of Florida

_____
Witness

By: _____
Name: _____
Title: _____

_____
Witness

DRAFT

Date: _____

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ATTACHMENT 1 TO SETTLEMENT AGREEMENT BETWEEN FIU AND THE CITY OF NORTH MIAMI

CAMPUS DEVELOPMENT AGREEMENT BETWEEN THE FIU BOARD OF TRUSTEES AND THE CITY OF NORTH MIAMI

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the **CITY OF NORTH MIAMI** ("City"), a municipal corporation of the State of Florida, and **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES,** the governing body of the Florida International University, a State of Florida University ("FIU BOT") (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Biscayne Bay Campus of Florida International University ("FIU BBC Campus") located in the City of North Miami is considered to be a vital public facility which provides research and educational benefits of 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 government 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; and

WHEREAS, the FIU BOT has prepared and adopted a campus master plan on September 24, 2010 covering the period 2005 - 2015 for FIU in compliance with the requirements set forth in Section 1013.30 (3) through Section 1013.30(9), Florida Statutes; and

WHEREAS, upon adoption of the campus master plan, the FIU BOT and the City are required to enter into a campus development agreement; and

WHEREAS, the campus development agreement shall determine the impacts of proposed campus development 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 the proposed campus development will create or to which it will contribute; and

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

WHEREAS, the campus development agreement shall identify FIU BOT's "fair share" of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies.

WHEREAS, it is the intent of the Parties that FIU's "fair share" costs of improvements is to be funded by the University in accordance with and subject to the terms of Florida Statutes Section 1013.30, as may be amended from time to time.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties 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 "Administrator Commission" means the Governor and the Cabinet.

2.2 The term "affected person" means a host local government; an affected local government; any state, regional or deferral agency; or 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 a plan that meets the requirements of Sections 1013.30 (3) - (9), Florida Statutes.

2.5 The term "comprehensive plan" means a plan that meets the requirements of Sections 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, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

2.8 The term "development order" means any order granting, denying, or granting with conditions an application for a development permit.

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

2.10 The term "force majeure" means acts of God, earthquakes, blizzards, tornados, hurricanes, fire, flood, sinkhole, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, landslides, explosions epidemics, and compliance with any court order, ruling, or injunction.

2.11 The term "public facilities and services" means potable water, sanitary sewer, solid waste, stormwater management, parks and recreations, roads, and public transportation facilities.

2.12 The term "state land planning agency" means the Florida Department of Economic Opportunity Bureau of Community Planning.

2.13 The term "LOS" means the standard level of service for various public facilities.

3.0 INTENT AND PURPOSE

3.1 This Agreement is intended to implement the requirements of concurrency contained in Section 1013.30 (10)-(23), Florida Statutes. It is the intent of the Parties to ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads and public

transportation facilities are available and consistent with the LOS for these facilities, as adopted in the City's comprehensive plan.

3.2 This Agreement is intended to address concurrency implementation and the mitigation of impacts reasonably expected over the term of 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.

3.3 This Agreement is not intended to alter or limit the land uses, densities, intensities or site development or environmental management standards applicable to campus development.

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 Parties.

4.2 FIU 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 between the City and FIU 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 by the City Council and constitutes a valid, binding and enforceable contract of the City having been previously approved by a resolution adopted by the City Council and has been the subject of two or more duly noticed public hearings as required by law, complies with all requirements of law applicable to the City, 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 subject to.

4.4 All applicable state and regional environmental program requirements shall remain in effect.

4.5 In the event that all or a portion of a development reserving capacity pursuant to this Agreement should be destroyed by a fire, storm, or other force majeure, the FIU BOT, its grantees, successors and assigns, shall have the right to rebuild and/or repair the damaged portion of the development at no cost to the City and no increase in impact fees to the FIU BOT and the Parties hereby agree that the time periods for

performance under the terms of this Agreement shall be extended to a time period mutually agreed to by the Parties to facilitate completion of the development in compliance with this Agreement.

4.6 Upon execution of this Agreement, all campus development identified in Exhibit "A" may proceed without further review by the City if said development is consistent with the terms of this Agreement and FIU's adopted campus master plan.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both Parties and shall remain in effect for ten years, unless extended by the Parties' mutual consent, in accordance with Section 17.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The real property subject to this Agreement is identified in Exhibit "B".

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

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

7.1 The stormwater management system for FIU is a combination of percolation, overland flow, exfiltration systems, and positive drainage systems with outfalls to on-campus lakes. There are no off-campus discharge connections as all stormwater is contained on-campus. The stormwater management facilities are owned, operated and exclusively used by FIU BOT, and are not shared with the City.

7.2 The potable water and fire protection needs for FIU are provided by a network of water mains consisting of the water supply source, primary distribution system, secondary distribution system, and services. Large water mains along N.E. 151 Street and N.E. 135 Street supply the campus with water. These mains are owned and maintained by the City of North Miami Public Works Department, Utilities Division, and distribute water from the Winson Water Plant at Sunkist Grove and from the Miami-Dade Water and Sewer Department (WASD). All of the main distribution lines (8 inches diameter and larger) are also owned and maintained by the City.

7.3 The sanitary sewer system currently used by FIU was designed and constructed by the City and consists of multiple gravity sewer and pump station subsystems. Sewage generated by FIU is pumped into a force main owned and operated by the City. The City contracts with WASD to provide sewage treatment and disposal services.

7.4 Solid waste (trash) is collected by approved and licensed private haulers under contract with the University in dumpsters located throughout the campus and transported to the North Dade Landfill for disposal. Paper and aluminum products are collected by FIU staff and recycled. Hazardous wastes are collected and stored on-campus until they are collected by a waste disposal company. Biohazardous wastes are routinely collected from the point of generation by a waste disposal company. All of these solid waste collection services are paid for by FIU.

7.5 Recreation and open space facilities are provided by FIU. Accordingly, FIU is responsible for the operation and maintenance of all recreation and open space facilities on campus.

7.6 Bay Vista Boulevard, which leads to FIU, functions as the main collector road. All other roads provide access to the campus function as local streets. Off-campus, Biscayne Boulevard functions as state principal arterials. The Miami-Dade Transit Authority (MDTA) has covered bus shelters located on campus and two bus routes run daily. One of the two routes begins at the Hialeah Metrorail Station, and the other begins in the Miami Lakes City Center. Both bus routes end at the FIU BBC Campus. Additionally, the City of North Miami's Nomi Shuttle Service offers free public transportation to the FIU BBC Campus.

7.7 Miami-Dade County and FIU, together, provide emergency response, homeland security, disaster management, and critical incident management to the FIU BBC Campus. The FIU Police Department provides full-time law enforcement services. Miami-Dade County provides complete fire and rescue services.

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

8.1 The City of North Miami Comprehensive Plan establishes the following level of service standards for stormwater management facilities:

> City collector streets and all other city streets - provide protection to dispose of a two-year design storm return frequency, with a 24-hour duration, as provided in the City's comprehensive plan.
>
> Areas other than streets – impervious areas shall be drained to a collection system or to previous areas that have sufficient percolation, and on a minimum ratio of one square foot of effective pervious area for each 10 feet of impervious area. Disposal of rainwater during any five-minute period for each square foot of impervious area. In areas regulated by the State, additional or more stringent requirements may apply.

8.2 The City of North Miami Comprehensive Plan establishes the following level of service for potable water facilities:

Domestic water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi). The system shall maintain the capacity to produce and deliver 125 gallons per capita per day.

Fire flow improvement projects shall be designed to meet the following standards:

Use	Gallons Per Minute (Minimum)*
Single family	500
Duplex	750
Townhouse	1,500
Multi-family, offices, hospitals, schools	2,000
Commercial	3,000
Industrial	3,000

* Lesser fire flows may be approved on an interim basis by the Miami-Dade County Fire Department.

8.3 The City of North Miami Comprehensive Plan establishes the following level of service standards for sanitary sewer facilities:

The system shall maintain the capacity to collect and dispose of 100 gallons of sewage per capita per day. Pressure sewers 12" in diameter and under shall be designed to allow for a flow velocity of not more than 5 feet per second. Capacity shall be computed as noted below for the gravity sewers.

The sewage collection shall have the capacity to meet the following standards:

Use	Gallons Per Day (Minimum)
Single family	350 (2 bedrooms)
Townhouse	150 per bedroom
Apartments/condominiums	150 per bedroom
General office buildings	10 per 100 square feet
Other uses	Developers shall be required

to upgrade capacity of existing systems, or build new systems, to maintain the existing level of service.

8.4 The City of North Miami Comprehensive Plan establishes a level of service standard for solid waste which requires collection systems to have the capacity for a generation rate of 0.8 tons per capita per year.

8.5 The City of North Miami Comprehensive Plan currently establishes a level of service standard for parks, open space, and recreational facilities of a minimum of 2.75 acres per 1,000 people.

8.6 The City of North Miami Comprehensive Plan applicable as of the Agreement Effective Date establishes a minimum acceptable Level of Service E for all City Streets. Per Objective 1.1, all roadways within the City shall operate at or above the roadway level of service standards contained in the Transportation Element.

9.0 FINANCIAL ARRANGEMENT BETWEEN FIU BOARD OF TRUSTEES AND SERVICE PROVIDERS

FIU 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 FIU BBC Campus:

9.1 FIU BOT agrees to pay the City monthly fees based on rates referenced in attached Exhibit D "City of North Miami Utility Billing Information" for the services applicable to the FIU BBC Campus, and required to be paid by the FIU BOT under Florida Law as may be adjusted from time to time by the City in accordance with applicable laws.

9.2 FIU BOT agrees to pay the City its fair share of the cost to maintain, improve, repair, and upgrade those off-site water and sewer facilities owned by the City which also service the FIU BBC Campus.

9.3 FIU BOT has entered into a contract with Waste Management for trash collection and removal services to the FIU BBC Campus. FIU BOT provides an annual payment of $48,768 to Waste Management of Florida, Inc.

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

9.5 FIU BOT has entered into a contract with American Coach Lines of Miami for the provision of shuttle bus services for faculty, students and staff between the Modesto Maidique campus and the FIU BBC Campus. FIU BOT provides an annual payment of $875,000 to American Coach Lines of Miami for this service.

10.0 IMPACTS OF CAMPUS DEVELOPMENT ON OFF-CAMPUS PUBLIC FACILITIES AND SERVICES

10.1 FIU BOT and the City concur with the data, analysis, and conclusions contained in the March 2007 document entitled Florida International University 2005 Inventory & Analysis Amendment, with regard to the impacts of development proposed in the FIU Campus Master Plan on public stormwater management facilities. The 2005 Inventory & Analysis Amendment was prepared by the FIU Metropolitan Center in support of the adopted FIU Campus Master Plan. FIU BOT and the City agree that since all FIU stormwater management facilities are designed and constructed to retain on-site all volume of runoff generated by on-campus construction, development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions for off-campus public stormwater management facilities below the level of service standards adopted by the City.

10.2 FIU BOT and the City concur with the data, analysis, and conclusions contained in the Florida International University 2005 Inventory & Analysis Amendment, with regard to the impacts of development proposed in the FIU Campus Master Plan on public potable water facilities. FIU BOT and the City agree that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions for off-campus public potable water facilities below the level of service standards adopted by the City. This is subject to the City's ability to maintain its current agreement for potable water with the Metro-Dade Water and Sewer Department (WASD).

10.3 FIU BOT and the City concur with the data, analysis, and conclusions contained in the Florida International University 2005 Inventory & Analysis Amendment, with regard to the impacts of development proposed in the FIU Campus Master Plan on sanitary sewer facilities. FIU BOT and the City agree that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions for off-campus public sanitary sewer facilities below the level of service standards adopted by the City.

10.4 FIU BOT and the City concur with the data, analysis, and conclusions contained in the Florida International University 2005 Inventory & Analysis Amendment, with regard to the impacts of development proposed in the

FIU Campus Master Plan on solid waste collection and disposal facilities. FIU BOT and the City agree that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions for off-campus public solid waste facilities below the level of service standards adopted by the City.

10.5 FIU BOT and the City concur with the data, analysis, and conclusions contained in the Florida International University 2005 Inventory & Analysis Amendment, with regard to the impacts of development proposed in the FIU Campus Master Plan on public parks and recreation facilities. FIU BOT and the City agree that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the State of Florida, Miami-Dade County and the City.

10.6 FIU BOT has provided the City with the data, analysis, and conclusions contained in the March 2007 document entitled "Florida International University 2005 Inventory and Analysis" shown on FIU Facilities Management Website at: http://facilities.fiu.edu/planning/landA_Outlines/landA_0515_TOC.htm, with regard to the impacts of development proposed in the FIU Campus Master Plan on transportation facilities. The Traffic Impact/Assignment Documentation was prepared by the FIU Lehman Center for Transportation Research in support of the adopted FIU Campus Master Plan. Henceforth, FIU BOT agrees to update its traffic analysis to determine the future impacts that are anticipated based on FIU's projected growth. Table 11.27 of the Florida International University 2005 Inventory and Analysis summarizes the projected impacts of the development proposed in the FIU Campus Master Plan on surrounding roadways as follows:

(a) West Dixie Highway, to 200 feet North of NE 151 Street (Station #531)--two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan and in Table 11.27 of the Florida International University 2005 Inventory and Analysis is projected to generate an additional 2 peak hour trips on this roadway segment. These additional trips represent approximately 0.1% of roadway capacity, and are not projected to degrade the level of service on this segment. FIU BOT agrees that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by the Florida Department of Transportation (FDOT).

(b) Biscayne Boulevard, to 300 feet South of NE 163 Street (Station #5219)--two-way analysis indicated that the development identified in the adopted FIU Campus Master Plan and in Table 11.27 of the Florida International University 2005 Inventory and Analysis is projected to generate an additional 357 peak hour trips on this roadway segment. These additional trips represent approximately 3.7% of roadway capacity, and are not projected to degrade the level of service on this segment. FIU BOT agrees that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by FDOT.

(c) Biscayne Boulevard, to 200 feet South of NE 123 Street (Station #524)--two-way analysis indicated that the development identified in the adopted FIU Campus Master Plan and in Exhibit "B" is projected to generate an additional 103 peak hour trips on this roadway segment. These additional trips represent approximately 1.8% of roadway capacity, and are not projected to degrade the level of service on this segment. FIU BOT agrees that the development proposed in the adopted FIU Campus Master Pan should not degrade the operating conditions of this roadway segment below the level of service standards adopted by FDOT.

(d) NE 135th Street, to 200 feet West of Biscayne Boulevard (station #1026)--two-way analysis indicates that development identified in the adopted FIU Campus Master Plan an in Exhibit "B" is projected to generate an additional 255 peak hour trips on this roadway segment. These additional trips represent approximately 8.1% of roadway capacity, and are not projected to degrade the level of service on this segment. FIU BOT agrees that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standards adopted by FDOT.

(e) Bay Vista Boulevard, from U.S. 1 to the North campus entrance (station #NA) two-way analysis indicated that the development identified in the adopted FIU Campus Master Plan and in Exhibit "B" is projected to generate an additional 1164 peak hour trips on this roadway segment. These additional trips represent approximately 34.0% of roadway capacity, and are not projected to degrade the level of service on this segment. FIU BOT and the City agree that the development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions on this roadway segment below the level of service standard adopted by the City.

11.0 IMPROVEMENTS REQUIRED TO MAINTAIN LEVEL OF SERVICE

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

11.1 FIU BOT and the City agree that there is sufficient stormwater management facility capacity to accommodate the impacts of development proposed in the adopted FIU Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU BOT and the City further agree that no off-campus stormwater management improvements are necessary in connection with the reserved capacity.

11.2 FIU BOT and the City agree that there is sufficient potable water facility capacity to accommodate the impacts of development proposed in the adopted FIU Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU BOT and the City further agree that no off-campus potable water improvements are necessary in connection with the reserved capacity. This is subject to the City's ability to maintain its current agreement for potable water with the Miami-Dade Water and Sewer Department (WASD).

11.3 FIU BOT and the City agree that there is sufficient sanitary sewer facility capacity to accommodate the impacts of development proposed in the adopted FIU Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU BOT and the City further agree that no off-campus sanitary sewer improvements are necessary in connection with the reserved capacity.

11.4 FIU BOT and the City agree that there is sufficient solid waste facility capacity to accommodate the impacts of development proposed in the adopted FIU Campus Master Plan and to meet the future needs of FIU for the duration of this Agreement. FIU BOT and the City further agree that no off-campus solid waste improvements are necessary in connection with the reserved capacity.

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

11.6 FIU BOT agrees to pay its proportionate "fair share" of costs for transportation improvement(s) and/or mitigating strategies identified by and mutually agreed to by the Parties in writing. Such improvement(s) and /or strategies shall be specifically designed to mitigate degradation if

and when such degradation falls below the required minimum level of service (LOS) and when such degradation is due solely to impacts of FIU BBC Campus. Notwithstanding this provision, in no event shall FIU be required to pay more than its "fair share" necessary to meet the minimum LOS standards for transportation.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

The following financial assurances are provided by FIU BOT to guarantee FIU BOT's pro rata share of the costs of improvements to public facilities and services necessary to support development identified in Exhibit "A."

12.1 FIU BOT and the City agree that no off-campus stormwater management improvements need be assured by FIU BOT.

12.2 FIU BOT and the City agree that no off-campus potable water improvements need be assured by FIU BOT.

12.3 FIU BOT and City agree that no off-campus sanitary sewer improvements need be assured by FIU BOT.

12.4 FIU BOT and the City agree that no off-campus solid waste improvements need be assured by FIU BOT.

12.5 FIU BOT and the City agree that no off-campus parks and recreation improvement need be assured by FIU BOT.

12.6 FIU BOT and the City agree that no off-campus transportation improvements need to be assured by FIU BOT.

13.0 CAPACITY RESERVATION FOR DEVELOPMENT

13.1 FIU BOT is reserving capacity pursuant to this Agreement. The development for which capacity is reserved is identified in the Capital Improvements Element of the FIU Campus Master Plan, adopted on September 24, 2010, and is attached hereto as Exhibit "A."

13.2 The uses, maximum densities, intensities and building heights for development reserving capacity shall be those established in the Future Land Use Element of the FIU Campus Master Plan, adopted on September 24, 2010 and have been determined to be consistent with the City's Comprehensive Plan applicable on the Agreement Effective Date pursuant to Florida Statutes Section 1013.30.

13.3 The City agrees to reserve present and planned capacity of the public facilities and services necessary to support the development identified in

Exhibit "A" for the duration of this Agreement. FIU BOT shall comply with all the terms and conditions of this Agreement and to provide financial assurances as set forth in Section 12.0 of this Agreement.

13.4 The City acknowledges that subsequent development projects may reserve capacity of public facilities in the same geographic area identified in Exhibit "B". The City also acknowledges that this shall in no way: (1) necessitate the construction of additional capital facility improvements by FIU BOT to meet concurrency requirements, which are directly attributable to subsequent development projects; or (2) prevent development identified in FIU's adopted Campus Master Plan from going forward in accordance with its timetable of development.

14.0 APPLICABLE LAWS

14.1 This Agreement shall be construed and enforced according to the laws of the State of Florida. The State government law and policies regarding concurrency and concurrency implementation governing this Agreement shall be those laws and policies in effect at the time of approval of this Agreement.

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

15.0 SEVERABILITY

If any part of this Agreement is contrary to, prohibited by, or deemed invalid or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provisions, paragraph, sentence, word or phrase shall be inapplicable and deemed modified in order to conform with Florida law. If not modifiable to conform with such law, then it shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

16.0 VENUE

Venue shall be either in the Southern District of Florida or in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

17.0 AMENDMENT

17.1 This Agreement may be amended by mutual consent of the Parties in conjunction with any amendment to the adopted FIU Campus Master Plan

which, alone or in conjunction with other amendments: increases density or intensity of use of land on the campus by more than 10 percent; decreases the amount of natural areas, open spaces, or buffers on the campus by more than 10 percent; or rearranges and uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on another public facility, a road, or on service provided or maintained by the state, the City, or any affected local government. FIU BOT must provide all data, technical analysis, studies and reports to justify and clarify the impacts of such increases to any portion of the public facilities, as may be required by federal, state, county or local codes, policies or regulations.

17.2 This Agreement may be amended if either Party delays by more than 12 months the construction of a capital improvement identified in this Agreement.

17.3 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in section 25.0 of this Agreement.

17.4 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.

17.5 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 20.0 of this Agreement.

18.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

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

19.0 ENFORCEMENT

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 this Agreement with Section 1013.30, Florida Statutes. This action shall be the sole and exclusive remedy of an aggrieved or adversely affected person other than a Party to the agreement to enforce any rights or obligations arising from this Agreement.

20.0 DISPUTE RESOLUTION

20.1 In the event of a dispute arising from the implementation of this Agreement, each Party may 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.

20.2 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.

20.3 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.

20.4 If either FIU BOT or the 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 (8)(b), Florida Statutes, has 60 days to hold informal hearings 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 this matter, the Administration Commission may, pursuant to Subsection 1013.30 (8)(c), Florida Statutes, prescribe by order the contents of this Agreement.

21.0 MONITORING AND OVERSIGHT

21.1 The City may inspect related activity on the FIU BBC Campus to verify that the terms of this Agreement are satisfied. Not less than once every 12 months, the City shall review any activity to determine if there has been demonstrated good faith compliance with the terms of this Agreement.

21.2 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 25.0 of this Agreement.

21.3 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 20.0 above.

22.0 WAIVER

No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same of any other provision, and no waiver shall be effective unless made in writing.

23.0 SUCCESSORS AND ASSIGNS

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

24.0 RECORDING OF THIS AGREEMENT

This Agreement shall be recorded by the FIU BOT in the public records of Miami-Dade County, Florida, within 14 days of execution of the agreement by both Parties. A copy of the recorded Agreement shall be forwarded to the state land planning agency by the FIU Board of Trustees within 14 days after the date of execution.

25.0 NOTICES

25.1 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.

25.2 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 City shall be:

Mr. Stephen E. Johnson
City Manager
City of North Miami
776 NE 125th Street
North Miami, Florida 33161

With a copy to:

Ms. Regine Monestime
City Attorney
City of North Miami
776 NE 125th Street
North Miami, Florida 33161

Ms. Maxine Calloway
Planning and Development Director
City of North Miami
776 NE 125th Street
North Miami, Florida 33161

The address of FIU Board of Trustees:

Chief of Staff
Florida International University
Modesto Maidique Campus, PC 548
Miami, Florida 33199

With a copy to:

Mr. John Cal
Associate Vice President
Facilities Management
Florida International University
Modesto Maidique Campus, CSC 220
Miami, Florida 33199

26.0 EXHIBITS AND SCHEDULES

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

Exhibit "A" – Development Authorized By The Agreement And for Which Capacity Is Reserved

Exhibit "B" – Geographic Area Covered By The Agreement

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:

WITNESSES: The Florida International University

Board of Trustees

_____

_____ By: _____
Mark B. Rosenberg, President

Date:_____

STATE OF FLORIDA
COUNTY OF MIAMI DADE

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 _____, to me known to be the person described therein 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 _____ 2012.

_____

Notary Public

(Notary Seal)

My Commission expires:

CITY OF NORTH MIAMI, FLORIDA,
a Florida Municipal Corporation

By: _____
City Manager

ATTEST:

By: _____
Deputy City Clerk

Approved as to form and legal sufficiency:

By: _____
City Attorney

On _____, 2012, the City Council of the City of North Miami approved this Agreement at a duly noticed public meeting.

EXHIBIT "A"

Biscayne Bay Campus (2005 – 2015)

BISCAYNE BAY CAMPUS					
Student Housing 1	Support Housing (328 beds)	14,300		$3,580,000	2013
		114,400	128,700	$20,020,000	2013
Carnival Student Center			2,550	$890,000	2014
Classrooms / Office			54,000	$18,900,000	2015
Classrooms / Research Labs			72,000	$28,800,000	2015
Student Housing 2	Support Housing (328 beds)	14,300		$3,580,000	2015
		114,400	128,700	$20,020,000	2015
Conference Center / Hotel			77,250	$27,040,000	2015
BISCAYNE BAY CAMPUS		**TOTAL**	**463,200**	**$122,830,000**	
		GRAND TOTAL	**5,408,624**	**$1,494,700,000**	

Associated land Use Acreage by Campus

Land Use	Gross Acreage	General Density
BISCAYNE BAY CAMPUS		
Academic	13.5	.07
Support	9.2	.05
Housing	6.0	.03
Recreation and Open Space	63.4	.33
Community Interface	12.5	.06
Parking	24.4	.13
Undeveloped	58.2	.30
Conservation	5.8	.03

Maximum Intensities and Building Heights

	MAX. F.A.R.*/ (Impervious Surface Ratio)	MAX Bldg. Height
Academic Core	1.5	8 stories **
Support	1.0	3 stories
Honors Complex- Residential	1.0	5 stories
Honors Complex- Academic	1.5	8 stories
Recreation- Active	(0.75)	2 stories
Recreation- Passive	(0.20)	2 stories
Utilities	(0.20)	1 story
Parking*	(0.95)	5 stories
Land Bank (future development)***	(1.5)	(1.5)
Research	1.0	5 stories
Conservation	0.0/ (0.20) ****	1 story
Ancillary	1.0	3 stories

* Floor Area Ratios apply only to habitable academic, support, residential and research uses. Parking structures are excluded from F.A.R. calculations. Floor area ratios are applicable to total development within a particular land use category and not to individual building sites.

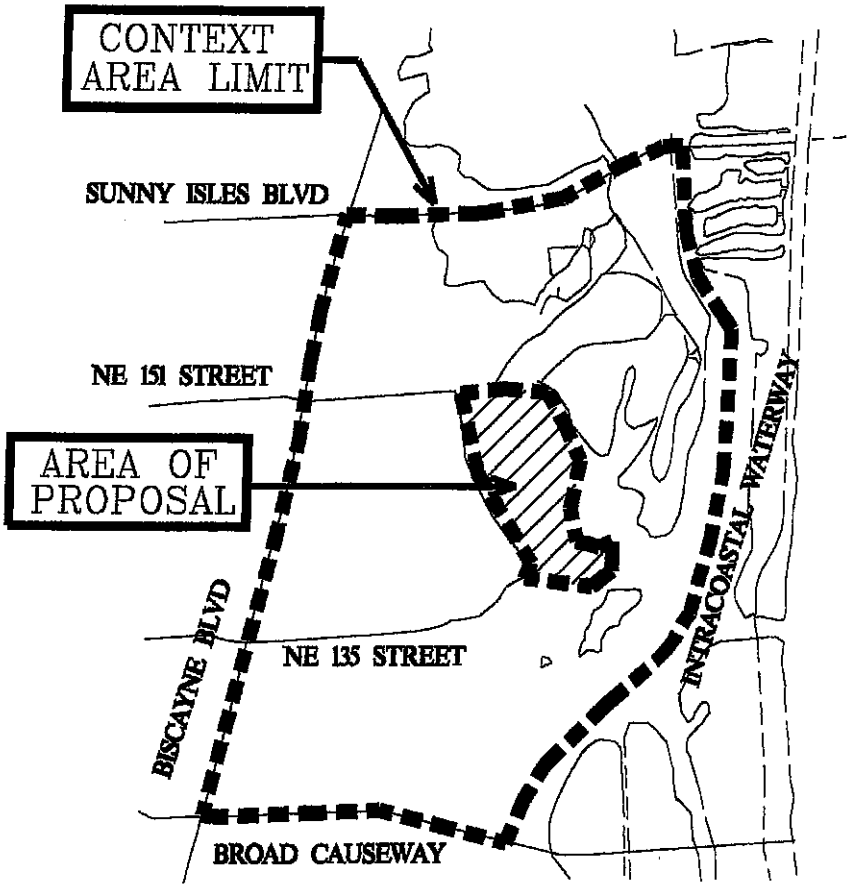
** Academic facilities will maintain a maximum building height of 8 floors with the exception of the library which is planned for 15 floor tower.

*** The Future Development category is established to reserve valuable development sites for future academic space. With the exception of recreation and open space improvements and surface parking, the development of permanent structures may not occur within lands designated as Land Bank (Future Development) areas without an amendment to the adopted master plan. Such amendment shall identify the specific land use and establish specific densities or intensities of use.

**** No construction is anticipated in these areas except for minimal structures and improvements needed to ensure safe access and essential support functions.

EXHIBIT "B"

GEOGRAPHIC AREA COVERED BY THE AGREEMENT



BISCAYNE BAY CAMPUS

ATTACHMENT 2A To Settlement Agreement Between FIU and The City of North Miami

Project No.	Project Description	Scope/Reference document	Work Order Start Date	Actual Cost	Administrative Fees	Cost + Fees Subtotal	Total Amount	Work Order Completion Date	Invoice Number
FIUS001	**Pump Station Improvements**			**$ 103,159.89**	**$ 10,315.99**	**$ 113,475.88**	**$ 113,475.88**		
FIUS001-A	Telemetry System ($13,691.73 each station)	PO #250733	5/1/2008	$ 13,691.73	$ 1,369.17	$ 15,060.90		5/1/2009	229739
FIUS001-B	Telemetry Maintenance ($501.36 yearly)	PO #260140	1/26/2012	$ 501.36	$ 50.14	$ 551.50		N/A	9037716
FIUS001-C	Pump Station Maintenance ($14.00 weekly)	Work Order	5/1/2012	$ 728.00	$ 72.80	$ 800.80		N/A	Not available
FIUS001-D	Pump Station Rehabilitation	Work Order	5/1/2012	$ 88,238.80	$ 8,823.88	$ 97,062.68		8/6/2008	Not available
FIUS002	**Force Main Improvements (Phase 1 completed item)**			**$ 94,330.60**	**$ 9,433.06**	**$ 103,763.66**	**$ 103,763.66**		
FIUS002-A	12" force main (1,022 LF @ $92.30/LF)	PO #15121, #8, #9, #10	12/1/2005	$ 94,330.60	$ 9,433.06	$ 103,763.66		2/2/2007	Not available
FIUS003	**Lining of Gravity Sewer System**			**$ 74,682.00**	**$ 7,468.20**	**$ 82,150.20**	**$ 82,150.20**		
FIUS003-A	18" Sewer line (1,383 LF @ $54.00/LF)	ITB 02-06-07, Phase 3 #12	8/10/2009	$ 74,682.00	$ 7,468.20	$ 82,150.20		12/31/2009	Not available
	Total All Costs			**$ 272,172.49**	**$ 27,217.25**		**$ 299,389.74**		

ATTACHMENT 2b TO SETTLEMENT AGREEMENT BETWEEN FIU AND THE CITY OF NORTH MIAMI

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared _____[**INSERT NAME**], who after being duly sworn, deposes and states:

1. My name is _____. I am the _____ of the City of North Miami, a municipal corporation of the State of Florida and I have primary responsibility for the budget, financial (including payroll) and accounting oversight for City of North Miami financial matters outlined in this Affidavit.

2. I have reviewed Attachment 2a to the City of North Miami/FIU Settlement Agreement of even date herewith entitled "City of North Miami Total Claim for Water and Sewer Services, Costs and Expenses Incurred on Florida International University Biscayne Bay Campus" ("FIU BBC Campus") which is incorporated in this Affidavit by reference ("Settlement Agreement Attachment 2a"). All of the facts and matters stated in the Settlement Agreement Attachment 2a are true and correct to be best of my knowledge, information, and belief, including but not limited to, the following:

(a) The City of North Miami's total claim for water and sewer services and costs and expenses incurred on FIU BBC Campus to date is Two Hundred Ninety Nine Thousand Three Hundred Eighty Nine Dollars and 74/100 ($299,389.74).

3. To the best of my knowledge, the City of North Miami does not have any other monetary or other claims related to water, sewer and related services against FIU, except as noted above.

FURTHER AFFIANT SAYETH NAUGHT.

_____
(Name of Individual)

Subscribed and sworn to before me this ____ day of _____, by _____ who is personally known to me or who produced _____ identification.

_____
NOTARY PUBLIC
(SEAL)

ATTACHMENT 3 TO SETTLEMENT AGREEMENT BETWEEN FIU AND THE CITY OF NORTH MIAMI

Bill of Sale

This Bill of Sale, made on _____, between the City of North Miami, a municipal corporation of the State of Florida ("Seller") and Florida International University Board of Trustees by and on behalf of Florida International University, a public body corporate of the State of Florida, ("Buyer").

Witnesseth, that Seller, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid to Seller by Buyer, receipt and sufficiency of which is hereby acknowledged, delivers, grants, bargains, sells and transfers forever to Buyer the following goods and chattels, to wit:

The Sanitary Sewerage System including 18-inch diameter force main from the FIU property line to the main campus pump station, the complete main campus pump station including all equipment, fixtures, devices and piping and the supporting and enclosing structure, as well as other items not within the main campus pump station including gravity sewer lines, fittings, manholes and other items that are related to the sanitary sewerage system located within the property boundaries of the FIU Biscayne Bay Campus.

Excluded from this sale are the sewer laterals from the existing manholes to individual buildings and two small sewage lift stations on the campus that FIU currently owns, operates and maintains. Also excluded from this sale are sewer lines that are beyond the FIU Biscayne Bay Campus property boundaries.

Said property being located at: Florida International University's Biscayne Bay Campus, more fully described on the Map shown on Exhibit B to Campus Development Agreement between FIU and the City of North Miami.

Seller covenants to Buyer that Seller is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that Seller has good right to sell that property, and that Seller will warrant and defend the sale of said property, goods and chattels unto the Buyer against the lawful claims and demands of all persons whomsoever.

"Seller" and "Buyer" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of Seller and Buyer whenever the context so requires or admits.

WITNESSES:

_____

_____

The City of North Miami, a Florida Municipal Corporation (Seller)

By: _____
Title: _____
Date: _____

WITNESSES:

_____

_____

Florida International University Board of Trustees by and on behalf of FIU (Buyer)

By: _____
Title: _____
Date: _____

ATTACHMENT 4
[CITY OF NM WILL PROVIDE UPDATE]

City of North Miami

776 Northeast 125th Street, P.O. Box 610850, North Miami, Florida 33161-0850

(305) 893-6511

UTILITY BILLING INFORMATION

BASE WATER RATES: *(BASED ON MINIMUM BILLING OF 15,000 GALLONS QUARTERLY)*

METER SIZES	INCHES	MONTHLY	QUARTERLY	FIRE SERVICE
7	¾"	11.37	34.11	
10	1"	21.98	65.94	
15	1 1/2"	53.92	161.76	
20	2"	133.77	401.31	8.00
30	3"	240.18	720.54	
40	4"	479.60	1438.80	15.00
50	5"			12.00
60	6"	905.40	2716.20	18.00
80	8"	1597.15	4791.45	25.00
100	10"	1597.15	4791.45	

BASE FOR APARTMENTS:

#'s of units x's $11.37 give base per month, #'s of units x's 5 give allowable consumption.

OVERAGE: RESIDENCE $1.12
COMMERCIAL $2.01

SEWER CHARGE:

RESIDENTIAL 31% of WATER
COMMERCIAL 36% of WATER

SEWER TREATMENT RATE: $3.36 PER THOUSAND GALLONS

COUNTY SERVICE FEE (CSF)

Charge @ 7.5% of the total water, sewer, sewer surcharges & outside city water/sewer surcharge.

UTILITY TAX

Charge at 10% of the water charge

OUTSIDE CITY WATER/SEWER SURCHARGE

25% of water, sewer, & sewer surcharge.

RECYCLING:

1 MONTH $ $3.72

SANITATION (GARBAGE)

1 MONTH $ $47.53

STORMWATER UTILITY TAX (SWU) *The impervious area is that area of the property that is incapable of being penetrated by rainwater-estimated by the amount of impervious area on a parcel of property.*

Residential - *$5.92 per month (1 ERU)*

Non residential – *multiplying the rate of 1ERU by a factor derived by dividing the actual impervious area of the property by the square footage.*

City of North Miami

776 Northeast 125th Street, P.O. Box 610850, North Miami, Florida 33161-0850

(305) 893-6511

CAPITAL IMPROVEMENT FEE – WATER *A monthly capital improvement fee for water capital projects shall be charged to all residential and non residential water customers.*

Residential *- $7.67 per month per living unit*

Non residential *- $7.67 per month per meter temp reduced (approved for $150.56)*

CAPITAL IMPROVEMENT FEE – SEWER *A monthly capital improvement fee for sewer capital projects shall be charged to all residential and non residential sewer customers.*

Residential *- $0.98 per month*

Non residential *- $10.47 per month*

TAPPING FEES:				***DEPOSIT***
¾"	--	--	$ 700.00	
1"	--	--	$ 875.00	**$ 90.00**
11/2"	--	--	$ 950.00	**$ 140.00**
2"	--	--	$1500.00	**$ 200.00**
DETECTOR				$ 35.00
FIRE SERVICE				$ 35.00
METER TEST:			$ 25.00	
T/OFF AND ILL ON			$ 20.00	
JUMPER FOUND:			$ 450.00	
LOCK MISSING:			$ 18.50	
TAMPERED/SMASHED METER			$ 100.00	
RETURN CHECK CHARGE:			$ 20.00	
TEMPORARY OFF:			$ 10.00	
NEW ACCOUNT PROCESSING FEE:			$ 10.00	

DEPOSIT: ***INSIDE CITY LIMIT*** ***OUTSIDE CITY LIMIT***

PER UNIT: ***(INCLUDING $10.00 NAPC)***

OWNER -- $55.00 **OWNER -- $45.00** WITH PROOF OF OWNERSHIP-SETTLEMENT STATEMENT OR WARRANTY DEED.

TENANT--$190.00 **TENANT--$150.00** MUST PROVIDE OWNER'S NAME, ADDRESS, & PHONE NUMBER.

BUSINESS DEPOSIT:

INSIDE CITY- $110.00 WITH OCCUPATIONAL LICENSE & OWNER'S NAME ADDRESS & PH NUMBER

OUTSIDE CITY - $110.00 WITH OWNER'S NAME, ADDRESS & PHONE NUMBER.

LIENS:

1 WORKING DAY - $60.00
3 WORKING DAY - $45.00
5 WORKING DAY - $35.00