

Prepared by and Return to:

Office of the General Counsel
Attn: General Counsel
Florida International University
11200 SW 8 Street, PC 511
Miami, Florida 33199

**CAMPUS DEVELOPMENT AGREEMENT
BETWEEN THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES
AND THE CITY OF NORTH MIAMI**

THIS CAMPUS DEVELOPMENT AGREEMENT (the “Agreement”) is made effective on the latest signature date below (the “Effective Date”) by and between the **CITY OF NORTH MIAMI**, a municipal corporation of the State of Florida, (the “City” or “City of North Miami”), and **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**, the governing body of the Florida International University, a State of Florida University, (“FIU BOT”) (the City and FIU BOT shall be collectively referred to as the “Parties” or each as a “Party”).

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, on December 13, 2012, the FIU BOT and the City entered into a campus development agreement (the “2012 CDA”) for a duration of up to ten years, which set forth, among other things, the Parties agreement as to the impacts of campus development proposed in the FIU BOT campus master plan adopted on September 24, 2010 covering the period of 2005 – 2015; and

WHEREAS, on March 27, 2014, the FIU BOT prepared and adopted a campus master plan covering the period of 2010 – 2020 for FIU BBC Campus in compliance with the requirements set forth in Section 1013.30(3) through Section 1013.30(9), Florida Statutes; and

WHEREAS, in accordance with Section 1013.30(10), Florida Statutes, upon adoption of the campus master plan, the FIU BOT and the City are required to enter into a campus development agreement; and

WHEREAS, on December 2, 2014, the FIU BOT sent a proposed draft of this Agreement to the City in compliance with Section 1013.30(10), Florida Statutes; and

WHEREAS, this Agreement is intended to determine the impacts of proposed campus development reasonably expected over the term of the 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, this Agreement is intended to identify any deficiencies in public facilities and services which the proposed campus development will create or to which it will contribute; and

WHEREAS, this Agreement is intended to identify all improvements to facilities or services which are necessary to eliminate these deficiencies; and

WHEREAS, this Agreement is intended to identify FIU BOT's "fair share" of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies; and

WHEREAS, it is the intent of the Parties that FIU BOT's "fair share" costs of improvements is to be funded by the FIU BOT in accordance with and subject to the terms of Florida Statute 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 are 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 "Administration 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 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 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 “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, or compliance with any court order, ruling, or injunction.
- 2.9 The term “public facilities and services” means potable water, sanitary sewer, solid waste, stormwater management, parks and recreations, roads, and public transportation facilities.
- 2.10 The term “state land planning agency” means the Florida Department of Economic Opportunity.

3.0 INTENT AND PURPOSE

- 3.1 This Agreement is intended to implement the requirements of concurrency contained in Sections 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 level of service 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 this 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, 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 one 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.
- 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 FIU BOT, and the Parties hereby agree that the time period 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", attached hereto and made part hereof, may proceed without further review by the City if said development is consistent with the terms of this Agreement and FIU BOT's adopted campus master plan (the "FIU Campus Master Plan").
- 4.7 The Parties acknowledge that a magnet high school (the "Magnet School") is identified as part of the campus development in the FIU Campus Master Plan. The Parties further acknowledge that the Magnet School, which shall be owned and operated by The School Board of Miami-Dade County, Florida, shall contract for all utilities with the City and shall be directly responsible for its fair share of costs of necessary improvements required as a result of the impacts of the Magnet School reasonably expected over the term of this Agreement on public facilities and services, including roads, sanitary sewer, solid waste, drainage/stormwater management, potable water, parks and recreation and public transportation.

4.8 FIU BOT's performance and obligations hereunder are subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes set forth herein.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both Parties and shall remain in effect for ten (10) 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", attached hereto and made a part hereof.

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 BBC Campus is a combination of percolation, overland flow, exfiltration systems, and positive drainage systems. 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 BBC Campus 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 owned by FIU BOT was designed and constructed by the City and consists of multiple gravity sewer and pump station subsystems. Sewage generated by FIU BBC Campus 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 FIU BOT in dumpsters located throughout the FIU BBC Campus and transported to the North Dade Landfill for disposal. Recyclable materials are collected as a single-stream by the FIU BOT staff and transported to recycling centers by a private recycling company. 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 BOT.

- 7.5 Recreation and open space facilities are provided by FIU BOT. Accordingly, FIU BOT is responsible for the operation and maintenance of all recreation and open space facilities on campus.
- 7.6 Bay Vista Boulevard, which leads to the FIU BBC Campus, functions as the main collector road. All other roads that provide access to the campus function as local streets. Off-campus, Biscayne Boulevard functions as state principal arterial. The City has designated the .6-mile long portion of the median located east of Biscayne Boulevard within the vicinity of 2000 NE 135th Street and 2600 NE 135th Street as a Passive Park. The City has created a nature preserve in and around the right-of-way of NE 135th Street where that right-of-way passes through Mangrove areas to the north and south. The City has created a bicycle and pedestrian path in the aforementioned right-of-way area and that section of right-of-way is currently not opened to motorized vehicle traffic. The City of North Miami has constructed new bridges serving the NE 135th Street bicycle and pedestrian path. The City represents that the aforementioned bridges are suitable for use by emergency vehicles. The Miami-Dade Transit Authority has covered bus shelters located on the FIU BBC Campus and multiple bus routes run daily. 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 BOT, together, provide emergency response, homeland security, disaster management, and critical incident management to the FIU BBC Campus. The FIU BOT Police Department provides full-time law enforcement services. Miami-Dade County provides complete fire and rescue services.

8.0 LEVEL OF SERVICE STANDARDS ESTABLISHED BY THE CITY

The primary purpose of the Level of Service (LOS) criteria is to maintain a stormwater management system that provides adequate flood protection, upholds water quality standards, protect public safety and property, maintain passable roads for emergency and evacuation traffic, and control flood stages below homes and building as practicable.

8.1 Design Storm Minimum LOS

In connection with new construction, the Design Storm Minimum LOS requires the construction of new City stormwater systems that provide a minimum LOS for disposal of a 25-year design storm with a 72-hour duration and, if applicable, require construction of permitted storm drain systems that fall under other governmental agencies providing storm drainage disposal service. This standard shall be applicable to development impacting on State owned or maintained facilities. Where applicable, the design of the system shall be approved by the water management division of Miami-Dade County and provide a minimum level of service adopted by Miami-Dade County Resolution R-951-82, as may be amended from time to time.

During the review and approval of site plans for new development, and as a condition of issuance of development orders, approvals or permits, the design storm minimum LOS requires the appropriate public or private stormwater disposal system that will not pose a potential liability to the City or the environment, be constructed in conjunction with the development, and in place prior to the impacts of development.

The Design Storm Minimum LOS ensures that stormwater level of service standards consistent with those set by the South Florida Water Management District are maintained at all times.

The City's current LOS shown below was established in the 2000 SWMP.

Type of Infrastructure	Design Storm Event	LOS Criteria
Biscayne Canal (Primary)	100-Year	Top of Bank
Miami-Dade County Canals (Secondary)	25-year	Top of Bank
Residential, Commercial and Public Structures	100-year	15 feet from Step
Principal Arterial (Evacuation Routes)	100-year	Impassable at 8 inches above top of crown
Minor Arterial (4-lane roads in high traffic areas)	10-year	To outer edges of traffic lanes
Collector Roads (2-lane roads in residential and commercial areas)	5-Year (except 10-year for a bridge or culvert in the canal system)	To crown of street
Local roads	5-Year	To crown of street or within 15 feet of occupied structure, whichever is lower

The monitoring and evaluation criteria for the design storm minimum LOS requires that appropriate stormwater disposal systems be constructed prior to the impact of new development.

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 maintain a level of service standard of 165 gallons/capita/day, a minimum pressure at the water meter of 30 p.s.i., and a total storage capacity equal to no less than 15 percent of the service area average daily demand.

Fire flow improvement projects shall be designed to meet the Miami-Dade County fire flow requirements as follows:

<u>Use</u>	<u>Gallons Per Minute (Minimum)*</u>
Single family	500 @ 20 psi residual on the system
Duplex	750 @ 20 psi residual to the system
Townhouse	1,500 @ 20 psi residual to the system
Multi-family, offices, hospitals,	
Schools	2,000 @ 20 psi residual to the system
Commercial	3,000 @ 20 psi residual to the system
Industrial	3,000 @ 20 psi residual to the system

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

The required duration for fire flow shall be as follows:

Required Fire Flow (GPM)	Required Duration (Hours)
10,000 and greater	10
9,500	9
9,000	9
8,500	8
8,000	8
7,500	7
7,000	7
6,500	6
6,000	6
5,500	5
5,000	5
4,500	4
4,000	4
3,500	3
3,000	3
2,500 and less	2

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 guidelines set in Sec 24-43 Miami-Dade County Code (12-13-2010) and summarized below:

<u>Use</u>	<u>Gallons Per Day (Minimum)</u>
Single family	220 per unit (under 3,001 sq. ft) 320 per unit (3,001 – 5,000 sq. ft) 550 per unit (over 5,000 sq ft)
Townhouse	180 per unit
Apartments/condominiums	150 per unit
General office buildings	5 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 4.5 lbs per capita per day.
- 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 for all City streets.

9.0 FINANCIAL ARRANGEMENT BETWEEN FIU BOT 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 approved rates established by the City for similarly sized public customers for the services applicable to the FIU BBC

Campus, and required to be paid by the FIU BOT under Florida Law, as such rates may be adjusted from time to time by the City in accordance with applicable law.

- 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 of Florida, Inc. for trash collection and removal services to the FIU BBC Campus. FIU BOT provides an annual payment to Waste Management of Florida, Inc. for such services.
- 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 FIU BBC Campus.
- 9.5 FIU BOT has entered into a contract with Academy Bus 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 to Academy Bus for such services.

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 December 2012 document, entitled Florida International University (FIU) 2010-2020 Campus Master Plan Update Inventory & Analysis Report, with regard to the impacts of development proposed in the FIU Campus Master Plan on public stormwater management facilities. The FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report was prepared by Perkins + Will in support of the adopted FIU Campus Master Plan. 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 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 FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, 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 WASD.
- 10.3 FIU BOT and the City concur with the data, analysis, and conclusions contained in the FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, 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 FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, 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 FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, 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 December 2012 document, entitled FIU 2010-2020 Campus Master Plan Update Inventory & Analysis Report, shown on FIU BOT's Facilities Management website at http://facilities.fiu.edu/Documents/Planning/MasterPlans/MasterPlans10_20/Final_Inventory_and_Analysis_Report_12_18_12.pdf, with regard to the impacts of development proposed in the FIU Campus Master Plan on transportation facilities. The Traffic Impact Assessment was prepared by Perkins + Will in support of the adopted FIU Campus Master Plan. FIU BOT obtained a Traffic Study Update, dated June 24, 2013, referenced as Table 16A on FIU BOT's Facilities Management Website at http://facilities.fiu.edu/Documents/Planning/MasterPlans/MasterPlans10_20/FIU_Traffic_Study_Update_all_Campuses_June_24_2013.pdf. FIU BOT thereafter obtained another Traffic Study Update, dated October 25, 2016, which update provides an update to the information set forth in the June 24, 2013 Table 16A. Such updated Table 16A is attached hereto and made a part hereof as Exhibit "C" to this Agreement. Henceforth, FIU BOT agrees to continue to update its traffic analysis to determine the future impacts that are anticipated based on FIU BBC Campus' projected growth.

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 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 BOT 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 (except for any "fair share" of costs attributable to the development of the Magnet School as provided under Section 4.7 above). 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 and when such degradation is due solely to impacts of FIU BBC Campus development. Notwithstanding this provision, in no event shall FIU BOT be required to pay more than its "fair share" necessary to meet the minimum level of service 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 at this time.
- 12.2 FIU BOT and the City agree that no off-campus potable water improvements need be assured by FIU BOT at this time.
- 12.3 FIU BOT and City agree that no off-campus sanitary sewer improvements need be assured by FIU BOT at this time.

- 12.4 FIU BOT and the City agree that no off-campus solid waste improvements need be assured by FIU BOT at this time.
- 12.5 FIU BOT and the City agree that no off-campus parks and recreation improvement need be assured by FIU BOT at this time.
- 12.6 FIU BOT and the City agree that no off-campus transportation improvements need be assured by FIU BOT at this time.

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 March 27, 2014, and is attached hereto as Exhibit "A."
- 13.2 The uses, densities, and intensities for development reserving capacity shall be those established in the Future Land Use Element of the FIU Campus Master Plan, adopted on March 27, 2014, and have been determined to be consistent with the City's comprehensive plan effective as of the Agreement Effective Date pursuant to the Florida Statutes, Section 1013.30, to the extent applicable to FIU BOT.
- 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 non-FIU BOT public and/or private 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 non-FIU BOT public and/or private development projects; or (2) prevent development identified in the FIU 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 ten percent (10%); decreases the amount of natural areas, open spaces, or buffers on the campus by more than ten percent (10%); or rearranges land uses in a manner that will increase the impact of any proposed campus development by more than ten percent (10%) on a road or on another public facility or service provided or maintained by the State of Florida, Miami-Dade County, 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 twelve (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 PLAN

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 shall select one (1) mediator and notify the other Party in writing of the selection. Thereafter, within fifteen (15) days after their selection, the two (2) 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 ten (10) days after the selection of the mediation panel, proceedings must be convened by the panel to resolve the issues in dispute, unless the Parties mutually agree to a greater period of time. Within sixty (60) days after the convening of the mediation panel, the panel shall issue a report containing a recommended resolution of the issues in dispute, unless the Parties mutually agree to a greater period of time.

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 sixty (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 twelve (12) months, the City may

review any activity on the FIU BBC Campus 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 or 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, officers, employees 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. A copy of the recorded Agreement shall be forwarded to the state land planning agency by the FIU BOT upon receipt of same.

25.0 NOTICES

25.1 All notices, demands, and 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; or

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 (3) business days after deposit with the United States Postal Service. Notices by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service.

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

City of North Miami

City Manager
776 NE 125th Street
North Miami, Florida 33161

With a copy to:

City of North Miami
City Attorney
776 NE 125th Street
North Miami, Florida 33161

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

The address of FIU BOT:

Chief of Staff
Florida International University
Modesto Maidique Campus
11200 SW 8 Street, PC 548
Miami, Florida 33199

With a copy to:

Mr. John Cal
Associate Vice President
Facilities Management
Florida International University
Modesto Maidique Campus
11200 SW 8 Street, CSC 220
Miami, Florida 33199

General Counsel
Office of the General Counsel
Florida International University
Modesto Maidique Campus
11200 SW 8 Street, PC 548
Miami, Florida 33199

26.0 EXHIBITS

The Exhibits 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

Exhibit “C” – Updated Table 16A, dated October 25, 2016, with accompanying graphic location map

[SIGNATURE & NOTARY PAGES FOLLOW]

**[THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES'
SIGNATURE PAGE TO CAMPUS DEVELOPMENT AGREEMENT BETWEEN THE
FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND THE CITY
OF NORTH MIAMI]**

The parties have hereto executed this Campus Development Agreement on the dates set forth with their signatures.

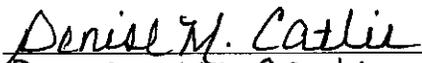
**THE FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES**

By: 
Name: Kenneth A. Jessell
Title: VP + CFO
Date: 2-1-2018

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI - DADE)

The foregoing instrument was acknowledged before me this 1 day of February, 2018, by Kenneth A. Jessell, as the VP + CFO of THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES. He/She is () personally known to me or () has produced _____ as identification.



Notary Signature: 
Printed Name: Denise M. Catlin
Notary Public
My Commission Expires: Feb. 3, 2020

(Notary Seal)

Reviewed for Legal Sufficiency:

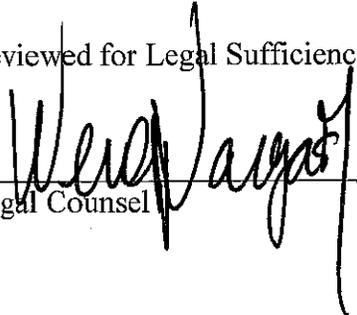

Legal Counsel

EXHIBIT "A"

Development Authorized by the Agreement and for which Capacity is Reserved

Biscayne Bay Campus

Program Element Description	Use	Sub-Total Area GSF	Total Area GSF	Cost	*Projected Year of Completion
A3. SEAS Expansion	Academic		126,600	TBD	2020+
H1. Student Housing	Housing (411 Beds)	202,511	340,350	P3	2016 (Phase 1) 2020+(Phase 2)
	Housing (314 Beds)	137,839			
R1. Dock	Partnership		N/A	TBD	2020+
A1. Graduate Hospitality	Academic		37,956	TBD	2020+
A2. Media Innovation Center	Academic	71,640	90,215	TBD	2020+
	Support	18,575			
R2. Multi-Purpose Fields / Tennis & Basketball Courts	Recreation		N/A	TBD	2020+
F1. Facility Support	Support		12,100	TBD	2020+
R3. ROPES COURSE (Relocation)	Recreation		N/A	TBD	2020+
A4. Environmental Communications	Academic	42,900	53,694	TBD	2020+
	Support	10,794			
P1. RCCL Housing	Partnership		190,524		2015
P2. RCCL Training Facility	Partnership		100,900	P3	2015
		(*) Updated GSF, Cost, Date	132,483		2015
P3. Magnet School	Partnership		222,084	TBD	2020+
P4. Academic Health Center	Partnership		177,600	TBD	2020+
P5. Wildlife Center (Batchelor Environmental Ctr.)	Partnership	Primarily Site Work	700	\$2,500,000	2015 (Phase 1)
	Academic		4,300	\$2,500,000	2020 (Phase 2)
PG1. Academic Health Center Parking Garage (353 Spaces)	Partnership		105,900	TBD	2020+
P6. Multi-Purpose Academic Building	Partnership		100,400	TBD	2020+
P7. Hotel	Partnership		98,300	TBD	2020+
P8. Academic Health Center Housing	Partnership		65,000	TBD	2020+
		Grand Total	1,859,106	TBD	

*NOTICE: Projected completion dates are preliminary and subject to change.

EXHIBIT "B"

Geographic Area Covered by the Agreement

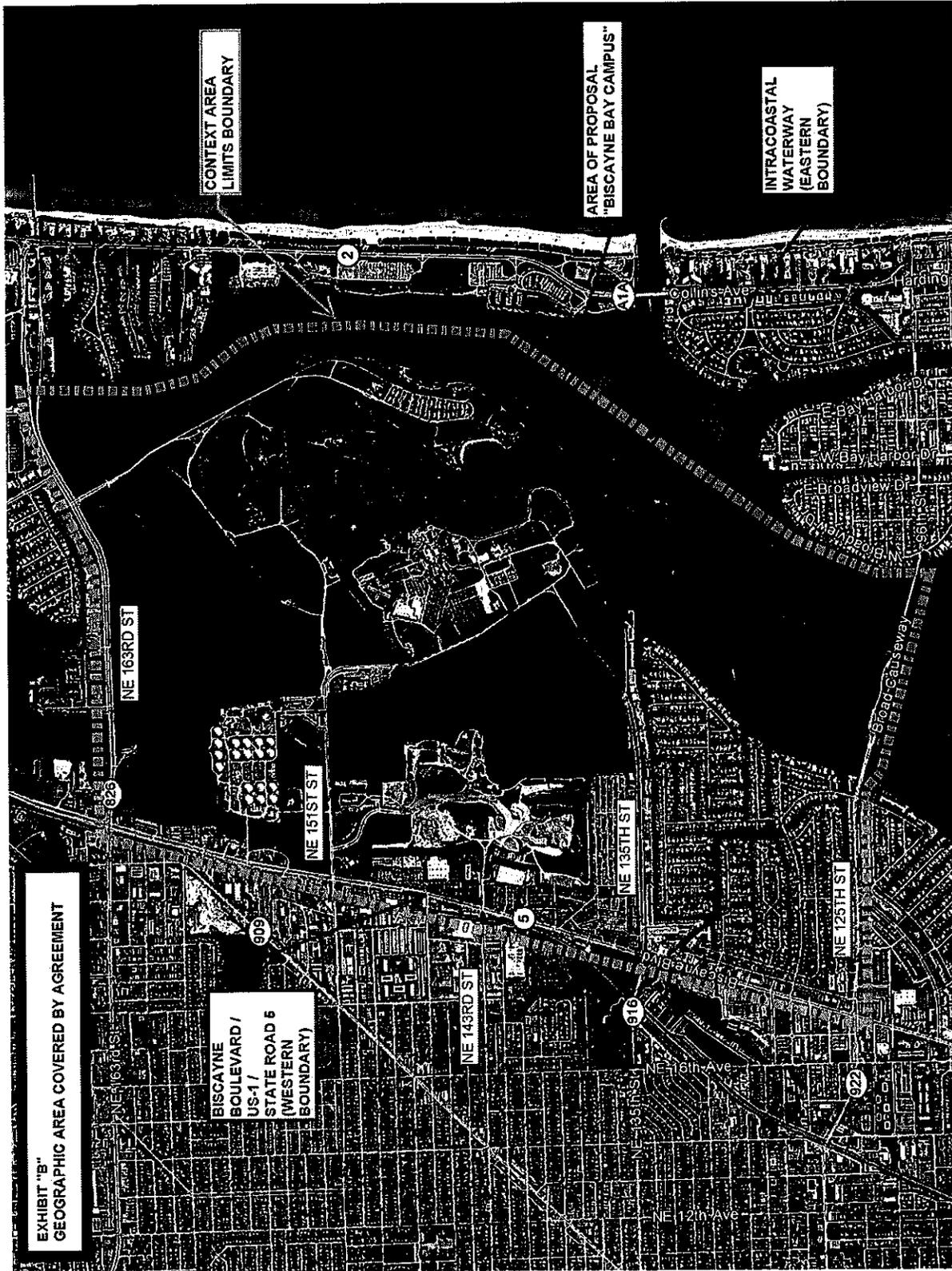


EXHIBIT "C"

**Table 16A Traffic Impact Assessment - Two Way PM Peak Analysis for Roadway Segments
Biscayne Bay Campus - Year 2020 (No Capacity Improvements)**

Rev 10/25/16

A

B

C

D

E

F

G

Rdwy	Limits	Station No.	Lanes (Class)	Roadway Capacity	Background Traffic (Two Way)	2020 Two Way FIU Project Traffic	FIU Project Traffic Contribution (% of Road Capacity)	2020 Total Two Way Traffic	Rdwy LOS Standard	FIU Project Traffic Contribution (% of Total Traffic)
				(1)	(2)	(3)	(4)	(5)	(6)	(7)
West Dixie Hwy	NE 16 Ave to NE 163 St	531	4 (II)	3400	1366	3	0.1%	1369	C	0.2%
Biscayne Blvd	NE 135 St to NE 163 St	5219	6 (II)	5150	5178	563	10.9%	5741	F	9.8%
Biscayne Blvd	NE 121 St to NE 135 St	524	6 (II)	5150	3362	162	3.2%	3524	C	4.6%
NE 135th St	NE 12 Ave to Biscayne Blvd	1026	4 (II)	3400	1473	402	11.8%	1875	C	21.4%
NE 151 St/Bay Vista Blvd (8) *	Biscayne Blvd to East of Biscayne Landing Entrance	NA	4 (II)	3400	2755	1836	54.0%	4591	F	40.0%
NE 151 St/Bay Vista Blvd (9)	East of Biscayne Landing Entrance to BBC Entrance	NA	4 (I)	3560	788	1836	51.6%	2624	B	70.0%
Bay Vista Blvd (10)	South of Golden Panther Drive to Proposed Magnet School Entrance	NA	2 (I)	1600	296	456	28.5%	752	B	60.6%

(1) From FDOT LOS Table 4 - Generalized Peak Hour Two-Way Volumes for Florida's Urbanized Areas (10/04/10)

(2) On West Dixie Hwy, Biscayne Blvd, and NE 135th Street segments, Background Traffic = FDOT Two-way Peak Hour Traffic (From 2011 FDOT Annual Counts) - Two-way Project Traffic (From June 2010 Table 11.27).

(3) 2020 Two-Way Project Traffic = June 2010 Two-Way Project Traffic (Table 11.27) x 1.58 (Increase in total traffic from 2005 to 2020)

(4) = (3) / (1) x 100%

(5) = (2) + (3)

(6) From FDOT LOS Table 4 - Generalized Peak Hour Two-Way Volumes for Florida's Urbanized Areas (10/04/10)

(7) = (4)/(5) x 100%

(8) Background traffic for this segment is based on 1671 Biscayne Landing Trips (June 24, 2013 Table 9, 2020 Future Traffic Generators) + 492 Existing High School and K-8 trips + 296 trips for new Magnet High School

(9) Background traffic includes 492 existing High School and K-8 School trips + 296 trips for new Magnet High School

(10) Background traffic for this segment includes 296 trips for the new Magnet High School

EXHIBIT "C"

