Memorandum

MIAMI-DADE COUNTY

Date:	March 20, 2007
To:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
From:	George M. Burgess County Manager

Agenda Item No. 14(A)(2)

Subject: Resolution Authorizing Execution of a Campus Development Agreement between Florida International University Board of Trustees and Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor or his designee to execute the attached Campus Development Agreement between Miami-Dade County and the Florida International University Board of Trustees (Attachment 1).

Scope

The University Park of the Florida International University is located in Commission District 11 and the Engineering Center is located in Commission District 12. .The university services all the residents of Miami-Dade County. See maps included as Attachment 2.

Fiscal Impact/Funding Source

The proposed agenda item has no fiscal impact to Miami-Dade County; however, FIU will pay fees as per Section 9, Financial Arrangements Between the FIU Board of Trustees and Service Providers, of the Campus Development Agreement.

Track Record/Monitor

This agreement will be monitored annually by Miami-Dade County Department of Planning and Zoning as per Section 19, Monitoring and Oversight, of the Campus Development Agreement.

Background

As required by Chapter 1013.30, Florida Statutes, the Florida International University (FIU) Board of Trustees must prepare and adopt a Campus Master Plan which identifies general land uses and plans for the provision of roads, parking, public transportation, solid waste, drainage, sewer, potable water, and recreation and open space for a minimum of a 10 year period and conduct two public hearings. Such master plans must be updated every 5 years. Prior to adopting the Campus Master Plan, FIU is required to submit the Campus Master Plan to the affected local government for review and comment.

On March 24, 2004, FIU submitted the Campus Master Plan Update for Years 2000-2010 (Campus Master Plan) for University Park and the Engineering Center to the Department of Planning and Zoning for review by the County concurrency service departments. The affected departments, Park and Recreation, Public Works, Miami-Dade Transit, Environmental Resources Management, Water and Sewer, and Solid Waste reviewed and provided comments

on the proposed policy text and the planned 10-year development program outlined in the Campus Master Plan, as well as the potential impacts of planned campus development on the County's concurrency level of service standards. The County's review comments were considered and addressed by FIU in the final draft of the Campus Master Plan. Subsequently, FIU conducted the required two public hearings on its Campus Master Plan, the first hearing was held on April 21, 2004 and the second hearing held on July 21, 2004. On July 26, 2004, the FIU Board of Trustees adopted the Campus Master Plan.

After adoption of the Campus Master Plan, FIU, as required by Chapter 1013.30 F.S., drafted and forwarded a copy of the Campus Development Agreement for review and execution by Miami-Dade County. The Campus Development Agreement updates the previous Campus Development Agreement executed by the County on October 24, 1996. This agreement is intended to implement the requirements of concurrency as they relate to proposed campus development, based on the adopted Campus Master Plan, over the term of the agreement, and ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads and public facilities are available and consistent with the level of service standards for these facilities as adopted in the County's Comprehensive Development Master Plan (CDMP). The Department of Planning and Zoning and the affected County concurrency service departments have reviewed the attached Campus Development Agreement and have found that this document is consistent with the CDMP and the minimum requirements outlined in state law, and have determined that public facilities and services are available to support to the proposed development for a five-year period, as described in Exhibit A of the agreement. Additionally, for information purposes, the two attached maps titled "University Park Master Plan" and "Engineering Center Master Plan", depict the locations of existing buildings, buildings in the planning and construction phase and buildings proposed for future campus development.

It should be noted that subsequent to the approval of the 2004 Campus Master Plan, a number of significant land use and development issues arose that the County and FIU are currently addressing. These issues will continue to be addressed in FIU's next update to the Campus Master Plan, expected to occur in late 2008 or early 2009. It is expected that updates to the Campus Master Plan and the Campus Development Agreement will be submitted to Miami-Dade County on a reoccurring 5-year cycle and that the Board of County Commissioners will have the opportunity to review the proposed development planned for the University Park and Engineering Center campuses at these times.

The proposed capital planned development generally described in Exhibit A consists of expansion, renovations and new development over a ten-year period (2000-2010) to meet the

needs of FIU. The majority of the development focuses on academic facilities and classrooms, such as, School of Business, College of Law, Health and Life Sciences; and other improvements address onsite supporting infrastructure for students and facilities, such as, utility plants, computer services, student health services center, public safety facilities, housing, recreation center and parking garages. Other campus related expansion and development consist of the stadium expansion to provide additional seating and expansion to Student Union Graham Center. Currently, the developments proposed in Year 2000-2005 are at various development stages, planning, under construction or completed, and all of the developments proposed in Year 2006-2010 are in the planning stage.

The Campus Development Agreement contains certain provisions addressing:

- Proposed campus development
- Impacts of the campus development on public facilities and services
- Availability of public facilities and services to support the campus development
- Geographic area covered by the development agreement
- Financial arrangements between the county and FIU for providing public facilities and services
- Capacity reservation for development
- Dispute resolution process
- County monitoring and oversight of the agreement
- Provisions for amending the agreement

Florida Statutes section 163.3225 require that a local government, prior to entering into a Campus Development Agreement, hold two public hearings. The Planning Advisory Board, acting as the Local Planning Agency, conducted the first public hearing on February 5, 2007 and its recommendation is contained in the attached resolution (Attachment 3). The attached resolution authorizes the County Mayor or his designee to execute the Campus Development Agreement.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: March 20, 2007

FROM: Murray A. Greenberg, County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

Please note any items checked.

✓	**"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Bid waiver requiring County Manager's written recommendation**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
_____	**Housekeeping item (no policy decision required)**
_____	**No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
03-20-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A CAMPUS DEVELOPMENT AGREEMENT BETWEEN FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND MIAMI-DADE COUNTY AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR HIS DESIGNEE

WHEREAS, the Florida International University Board of Trustees has prepared and adopted a campus master plan for the Florida International University in compliance with the requirements as set forth in Section 1013.30, Florida Statutes; and

WHEREAS, the campus master plan outlines the proposed development required to meet the students' academic, cultural, recreational and residential needs through Year 2010; and

WHEREAS, the Florida International University Board of Trustees is required to enter into a development agreement with Miami-Dade County upon adoption of said campus master plan by the Florida International University Board of Trustees; and

WHEREAS, the 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, Miami-Dade County staff has reviewed said master plan and the campus development agreement impacts; and

WHEREAS, Section 163.3225 Florida Statutes, requires the local government entering into a campus development agreement to hold two public hearings, and one of the public hearings may be held by the local planning agency; and

WHEREAS, the Planning Advisory Board, acting as the Local Planning Agency, conducted a duly noticed public hearing on February 5, 2007, to address recommendations regarding the Campus Development Agreement between the County and the Florida International University Board of Trustees,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the attached Campus Development Agreement between Miami-Dade County and the Florida International University Board of Trustees and authorizes the County Mayor or his designee to execute the same on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of March, 2007 This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Dennis A. Kerbel

CAMPUS DEVELOPMENT AGREEMENT BETWEEN THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND MIAMI-DADE COUNTY

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **MIAMI-DADE COUNTY** (herein referred to as the "County"), a political subdivision of the State of Florida, and **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES** (herein referred to as the "FIU Board of Trustees, or the FIU BOT")

W I T N E S S E T H:

WHEREAS, the University Park campus at Florida International University (FIU) 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 Miami Dade County, 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 Board of Trustees has prepared and adopted a campus master plan for FIU in compliance with the requirements set forth in Subsection 1013.30 (3)-(9), Florida Statutes, and

WHEREAS, upon adoption of the campus master plan by the FIU Board of Trustees, the FIU Board of Trustees and County 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 the FIU Board of Trustees' "fair share" of the cost of all improvements to facilities or services which are necessary to eliminate these deficiencies.

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

1.0 RECITATIONS

The foregoing recitals are true and correct and are incorporated herein by reference.

2.0 DEFINITIONS OF TERMS USED IN THIS AGREEMENT

2.1 The term "Administration Commission" means the Governor and the Cabinet.

2.2 The term "affected person" means a host local government; any affected local government; any state, regional or federal agency; or a person who resides, owns property or owns or operates a business within the boundaries of a host local government or affected local government.

2.3 The term "aggrieved or adversely affected person" means any person or local government which will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan, including interests related to health and safety, police and fire protection service system 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 Sections163.3177 and 163.3178, Florida Statutes.

2.6 The term "concurrency" means that public facilities and services needed to serve development are in place and available to serve development no later than the issuance of a certificate of occupancy or its functional equivalent pursuant to Section 163.3180(2), Florida Statutes.

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, certification, special exception, 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, compliance with any court order, ruling, or injunction.

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

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

3.0 INTENT AND PURPOSE

3.1 This Agreement is intended to implement the requirements of concurrency contained in Section 1013.30 (10)-(23), Florida Statutes. It is the intent of FIU Board of Trustees and County to ensure that adequate potable water, sanitary sewer, solid waste, stormwater management, parks and recreation, roads and public transportation facilities are available consistent with the level of service standards for these facilities as adopted in The County's comprehensive plan.

3.2 This Agreement is intended to address concurrency implementation and the mitigation of impacts reasonably expected from campus development, as described In Exhibit "A", 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 to be applied to campus development.

3.4 This Agreement is not intended to preclude future locations of the proposed Metrorail station(s) at University Park, including the Engineering Center.

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 FIU Board of Trustees and the County.

4.2 The FIU Board of Trustees represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms and conditions without the consent or approval of any third parties, and this Agreement constitutes the valid, binding and enforceable agreement of The FIU Board of Trustees.

4.3 The County represents that it has full power and authority to enter into and perform this Agreement in accordance with its terms. Further, the County represents that this Agreement has been duly authorized by the County and constitutes a valid, binding and enforceable contract of the County having been previously approved by a resolution adopted by the County and has been the subject of one or more duly noticed public hearings as required by law, applies to all requirements of law applicable to the County, and does not violate any other Agreement to which the County is a party, the Constitution of the State of Florida, or any charter, ordinance, judgment or other requirement of law to which the County is subject.

4.4 Local, state and regional environmental and water conservation program requirements shall remain applicable.

4.5 Except as specifically referenced herein, no development permits, development orders, or development approval shall be required from the County for construction projects subject to this Agreement.

4.6 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 Board of Trustees, its grantees, successors and assigns, shall have the right to rebuild and/or repair, and the time periods for performance by the FIU Board of Trustees shall be automatically extended so long as there is strict compliance with this Agreement.

4.7 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

4.9 If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited or

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invalid. The remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect.

5.0 DURATION OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect for five years, unless extended by the mutual consent of The FIU Board of Trustees and the County, in accordance with Section 15.0 of this Agreement.

6.0 GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The geographic area of the campus and local government covered by this Agreement is identified in Exhibit "B" attached hereto and incorporated herein by this reference.

7.0 DESCRIPTION OF PUBLIC FACILITIES AND SERVICES

The following public facilities and services are available to support 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. No stormwater management facilities are shared with the County.

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 SW 8th Street, SW 107th Avenue and SW 117th Avenue supply the University Park campus with water. The Engineering Center is serviced from the water distribution system along SW 107 Avenue and West Flagler Street. These mains are owned and maintained by the Miami-Dade Water and Sewer Department (WASD), and distribute water from the Alexander Orr Water Treatment Plant.

7.3 The FIU sanitary sewer system consists of multiple gravity sewer and pump station subsystems. Sewage generated by FIU is pumped into a force main owned and operated by WASD, and treated by WASD's South District Wastewater Treatment Plant (SDWWTP) and/or the Central District Wastewater Treatment Plant (CDWWTP).

7.4 Solid waste (trash) is collected 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.

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 The entrance, campus loop road, main road for the western part of the campus, and south perimeter road function as collectors. All other roads on campus function as local streets. Off-campus, the Tamiami Trail and SW 107 Avenue function as state principal arterials. The Florida Turnpike is classified as a freeway. The Miami-Dade Transit (MDT) has covered bus shelters located on campus and four bus routes run daily. Three of these originate on-campus and end in downtown Miami. The fourth originates and ends off-campus, but stops at the southeast corner of the University Park campus.

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

8.1 The Miami-Dade County Comprehensive Development Master Plan (CDMP) establishes level of service—standards for Master Plans, comprised of basin plans for each of the twelve primary hydrologic basins being addressed by the County, and cut and fill criteria as necessary to: provide adequate floor protection; correct system deficiencies in County maintained drainage facilities; coordinate the extension of facilities to meet future demands throughout the unincorporated area; and maintain and improve water quality. The Stormwater Master Plan is projected to be completed in 2005, and implementing actions recommended in each basin plan shall continue to commence immediately after the applicable plan is approved. Outside the Urban Development Boundary the County shall not provide or approve additional drainage facilities that would impair flood protection to easterly developed areas of the County, exacerbate urban sprawl or reduce water storage.

8.2 The CDMP establishes the following level of service for potable water facilities:

(a) The regional treatment system shall operate with a rated capacity no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity of 2 percent above the average daily system demand for the preceding 5 years.

(b) Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Department, minimum fire flows based on the land use served shall be maintained as follows:

Land Use	Minimum Fire Flow
Single family residential Estate density	500 gallons per minute
Single family and duplex; Residential on minimum lots of 7,500 square feet	750 gallons per minute
Multi-family residential and Semi-professional offices	1,500 gallons per minute
Hospitals and schools	2,000 gallons per minute
Business and industry	3,000 gallons per minute

Water quality shall meet or exceed all Federal, State, and County primary standards for potable water.

Countywide storage capacity for finished water shall equal no less than 15 percent of the countywide average daily demand.

8.3 The CDMP establishes the following level of service standards for sanitary sewer facilities:

(a) The regional wastewater treatment plants shall operate with a physical capacity of no less than the annual average daily sewage flow for the current year.
(b) Effluent discharged from wastewater treatment plants shall meet all Federal State and County standards.
(c) The system shall maintain the capacity to collect and dispose of 102 percent of average daily sewage demands for the preceding 5 years.

8.4 The CDMP establishes a level of service standard for solid waste which includes County-owned solid waste disposal facilities and those operated under contract with the County for disposal, shall collectively maintain a solid waste disposal capacity sufficient to accommodate waste flows committed to the System through long-term interlocal agreements or contracts with municipalities and private waste haulers, and anticipated non-committed waste flows, for a minimum of five (5) years.

8.5 The CDMP establishes a level of service for parks and recreational facilities of a minimum of 2.75 acres of local recreation open space per 1,000 permanent residents in unincorporated areas of the County, and a County-provided local recreation open space of 5 acres or larger must exist within a 3 mile distance from the residential development.

8.6 The CDMP establishes the following level of service standards (LOS) for State and County roads:

The minimum acceptable peak period operating level of service for all State and County roads in Miami-Dade County outside the Urban Development Boundary (UDB) identified in the Land Use Element shall be LOS D on state minor arterials and LOS C on all other State roads and on all County roads. The minimum acceptable peak-period LOS for all state and County roads inside the UDB shall be the following:

Within the Urban Infill Area (UIA)

(a) Where no public mass transit service exists, roadways shall operate at or above LOS E.

(b) Where mass transit service having headways of 20 minutes or less is provided within ½-mile distance, roadways shall operate at no greater than 120 percent of their capacity.

(c) Where extraordinary transit service such as commuter rail or express bus service exists parallel roadways within ½ mile shall operate at no greater than 150 percent of their capacity.

Between the UIA and the UDB

(a) Roadways shall operate at no worse than LOS D (90 percent of their capacity) except that State urban minor arterial (SUMAs) may operate LOS E (100 percent of their capacity);

(b) Where public mass transit service exists having headways of 20 minutes or less within ½-mile distance, roadways shall operate at or above LOS E;

(c) Where extraordinary transit service such as commuter rail or express bus service exists parallel roadways within ½ mile shall operate at no greater than 120 percent or roadway capacity.

8.7 The CDMP establishes the following level of service standards as its minimum for all Florida Intrastate Highway System (FIHS) roadways in Miami-Dade County:

(a) Outside the UDB

1. Limited access State highways shall operate at LOS B or better;
2. Controlled access State highways shall operate at LOS C or better for two lane facilities, and LOS B or better for four or more lane facilities; and
3. Constrained or backlogged limited and controlled access state highways operating below LOS B must be managed to not cause significant degradation.

(b) Inside the UDB

1. Limited access State highways shall operate at LOS D or better, except where exclusive through lanes exist, roadways may operate at LOS E.
2. Controlled access State highways shall operate at LOS D or better, except where such roadways are parallel to exclusive transit facilities or are located inside designated transportation

concurrency management areas (TCMS's) roadways may operate LOS E.

3. Constrained or backlogged limited and controlled access State highways operating below the foregoing minimums must be managed to not cause significant deterioration.

8.8 The CDMP establishes the following level of service standards for public mass transit:

(a) All areas within the designated Urban Development Boundary which have a combined resident and work force population of more than 10,000 persons per square mile shall be provided with public transit service having 30 minute headways and an average route spacing of one mile if:

1. The average combined population and employment density along the corridor between the existing transit network and the area of expansion exceeds 4,000 per square mile, and the corridor is within ½ mile of either side of any necessary new routes or route extensions to the area of expansion;
2. It is estimated that there is sufficient demand to warrant the service;
3. The service is economically feasible; and
4. The expansion of transit service into new areas is not provided at the detriment of the existing or planned services in higher density areas with greater need.

9.0 FINANCIAL ARRANGEMENTS BETWEEN THE FIU BOARD OF TRUSTEES AND SERVICE PROVIDERS

The FIU Board of Trustees 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 campus:

9.1 The FIU Board of Trustees has arranged to pay a monthly stormwater utility fee of $5,508.00 to the Miami-Dade Department of Environmental Resources Management for the provision of stormwater management facilities or service to the campus. This fee, as may be adjusted from time to time, is payable to the County.

9.2 The FIU Board of Trustees pays a monthly charge to the Miami-Dade Water and Sewer Department, in accordance with the current retail rates for the provision of potable water facilities or service to the campus. This charge, as may be adjusted from time to time, is payable to the County.

9.3 The FIU Board of Trustees pays a monthly charge to Miami-Dade Water & Sewer Department, in accordance with the current retail rates, for the provision of sanitary sewer facilities or service to the campus. This charge, as may be adjusted from time to time, is payable to the County.

9.4 The FIU Board of Trustees has entered into a contract with Waste Management of Florida, Inc. for trash collection and removal services to the FIU Park campus. FIU Board of Trustees currently provides an annual payment of $245,839 for these services.

9.5 There are no financial arrangements between the FIU Board of Trustees and the County or any other entity for the provision of parks and recreation facilities or service to the campus.

9.6 The FIU Board of Trustees has entered into a contract with 7871 Bus Transportation for the provision of shuttle bus services for faculty, students and staff between the University Park campus and the Biscayne Bay campus. The FIU Board of Trustees currently provides an annual payment of $500,000 to 7871 Bus Transportation for this service.

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

10.1 The FIU Board of Trustees and County concur with the data, analysis, and conclusions contained in the March 2003 document entitled Florida International University Ten-Year Comprehensive Master Plan 2000-2010 Supporting Inventory and Analysis with regard to the impacts of development proposed in the FIU Campus Master Plan on public stormwater management facilities. The Supporting Inventory and Analysis was prepared by the consulting firm of Reynolds, Smith and Hills, Inc. in support of the adopted FIU Campus Master Plan. The Supporting Inventory and Analysis concludes on page 9-5 that "The capacities of the existing swale, exfiltration trench, and lake system are sufficient for the runoff from the present development." FIU Board of Trustees and County 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 County.

10.2 The FIU Board of Trustees and County concur with the data, analysis, and conclusions contained in the March 2003 document entitled Florida International University Ten-Year Comprehensive Master Plan 2000-2010 Supporting Inventory and Analysis, with regard to the impacts of development proposed in the FIU Campus Master Plan on public potable water facilities. The Supporting Inventory and Analysis concludes on page 9-9 that "There is sufficient water treatment capacity at the Alexander Orr Water Treatment Plant for future development at the University Park." The FIU Board of Trustees and County agree that 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 County. This is subject to the County's

ability to maintain its current agreement and long-term water use permit for water supply with the South Florida Water Management District (SFWMD).

10.3 The FIU Board of Trustees and County concur with the data, analysis, and conclusions contained in the March 2003 document entitled Florida International University Ten-Year Comprehensive Master Plan 2000-2010 Supporting Inventory and Analysis, with regard to the impacts of development proposed in the FIU Campus Master Plan on sanitary sewer facilities. The FIU Board of Trustees and County agree that there is sufficient sanitary sewer capacity to accommodate the future needs of FIU, and that development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions for public sanitary sewer facilities below the level of service standards adopted by the County.

10.4 The FIU Board of Trustees and County concur with the data, analysis, and conclusions contained in the March 2003 document entitled Florida International University Ten-Year Comprehensive Master Plan 2000-2010 Supporting Inventory and Analysis, with regard to the impacts of development proposed in the FIU Campus Master Plan on solid waster collection and disposal facilities. The FIU Board of Trustees and County agree that development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions for off-campus public solid waster facilities below the level of service standards adopted by the County.

10.5 The FIU Board of Trustees and County concur with the data, analysis, and conclusions contained in the March 2003 document entitled Florida International University Ten-Year Comprehensive Master Plan 2000-2010 Supporting Inventory and Analysis, with regard to the impacts of development proposed in the FIU Campus Master Plan, as described In Exhibit "A", on public parks and recreation facilities. The Supporting Inventory and Analysis concludes on page 8-2 that "The University currently has a sufficient amount of recreation and open space to serve the students at each campus." The FIU Board of Trustees and County agree that development proposed in the adopted FIU Campus Master Plan, as described In Exhibit "A", should not degrade the operating conditions for public open space and recreation facilities below the level of service standards adopted by the County.

10.6 The FIU Board of Trustees and County concur with the data, analysis, and conclusions contained in the March 2003 document entitled FIU Master Plan Supporting Inventory and Analysis, with regard to the impacts of development proposed in the FIU Master Plan on transportation facilities. With regard to the mass transit, on page 11-15 of the Transportation Element "There is sufficient mass transit capacity for future development at University Park." The Traffic Impact/Assignment Documentation was prepared by the consulting firm of Reynolds Smith and Hills, Inc. in support of the adopted FIU Campus Master Plan. Element 11 of this

document summarizes the projected impacts of development proposed in the FIU Campus Master Plan on surrounding roadways as follows:

(a) SW 127 Avenue, from SW 7 Street to NW 6 Street (Station #9770)-two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is projected to generate an additional 48 peak hour trips on this roadway segment. These additional trips represent approximately 3.5% of roadway service volume, and are not projected to degrade the level of service on this segment. FIU Board of Trustees and County agree that 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 County.

(b) SW 127 Avenue, from SW 8 Street to SW 26 Street (Station #9772)—two-way analysis indicated that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is projected to generate an additional 77 peak hour trips on this roadway segment. These additional trips represent approximately 2.2% of roadway service volume, and are not projected to degrade the level of service on this segment. FIU Board of Trustees and County agree that 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 County.

(c) SW 122 Avenue, from SW 8 Street to SW 24 Street (Station #9766) -two-way analysis indicated that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is projected to generate an additional 72 peak hour trips on this roadway segment. These additional trips represent approximately 2.5% of roadway service volume, and are not projected to degrade the level of service on this segment. FIU Board of Trustees and County agree that 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 the County.

(d) SW 122 Avenue, from NW 6 Street to SW 8 Street (Station #9764) -two-way analysis indicates that development identified in the adopted FIU Campus Master Plan an in Table 11-14 is projected to generate an additional 24 peak hour trips on this roadway segment. These additional trips represent approximately 1.4% of the roadway service volume. FIU Board of Trustees and County agree that 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 County.

(e) HEFT, from 300 feet North of SW 8 Street to SR 836 (Station #2250) -two-way analysis indicated that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is projected to generate an additional 274 peak hour trips on this roadway segment. These additional trips represent approximately 2.8% of roadway service volume. These additional trips represent 1.8% of the roadway service volume. FIU Board of Trustees and County agree that 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 County.

(f) HEFT, from 1,000 feet North of SW 40 Street/Bird Road to SW 8 Street (Station #2270) –two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is projected to generate an additional 585 peak hour trips on this roadway segment. These additional trips represent approximately 6.0% of the roadway service volume. The FIU Board of Trustees and County agree that 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 County.

(g) SW 117 Avenue, from SW 8 Street to SW 24 Street/Coral Way (Station #9743) -two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is projected to generate an additional 818 peak hour trips on this roadway segment. These additional trips represent approximately 44.2% of the roadway service volume. The FIU Board of Trustees and County agree that 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 County.

(h) NW 107 Avenue, from 200 feet North of NW 7 Street from Flagler Street to SR 836 (Station #1218) –two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is protected to generate an additional 210 peak hour trips on this roadway segment. These additional trips represent approximately 3.8% of the roadway service volume. The FIU Board of Trustees and County agree that 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 County.

(i) SW 107 Avenue, from 200 feet South of SW 8 Street to SW 24 Street (Station #1090) -two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan

and in Table 11-14 is projected to generate an additional 620 peak hour trips on this roadway segment. These additional trips represent approximately 9.5% of the roadway service volume. The FIU Board of Trustees and County agree that 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 County.

j) SW 97 Avenue, from SW 8 Street to SW 40 Street (Station #9698) –two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is projected to generate an additional 115 peak hour trips on this roadway segment. These additional trips represent approximately 8.1% of the roadway service volume. The FIU Board of Trustees and County agree that 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 County.

k) SW 24 Street/Coral Way from SW 117 Avenue to SW 127 Avenue (Station #9130) –two-way analysis indicated that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is projected to generate an additional 370 peak hour trips on this roadway segment. These additional trips represent approximately 8.3% of the roadway service volume. The FIU Board of Trustees and County agree that 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 County.

l) SW 24 Street/Coral Way, from SW 107 Avenue to SW 117 Avenue (Station #9128) –two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is protected to generate an additional 460 peak hour trips on this roadway segment. These additional trips represent approximately 10.2% of the roadway service volume. The FIU Board of Trustees and County agree that development proposed in the adopted FIU Campus Master Plan should not degrade the operating conditions on this roadway segment below the level service standards adopted by the County.

m) SW 24 Street/Coral Way, from SW 97 Avenue to SW 107 Avenue (Station #9126) –two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is projected to generate an additional 405 peak hour trips on this roadway segment. These additional trips represent approximately 5.7% of the roadway service volume. The FIU Board of Trustees and County agree that 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 County.

n) SW 8 Street, from 200 feet East of SW 137 Avenue to SW 127 Avenue (Station #88) –two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is projected to generate an additional 163 peak hour trips on this roadway segment. These additional trips represent approximately 2.2% of the roadway service volume. The FIU Board of Trustees and County agree that 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 by the County.

o) SW 8 Street, from 200 feet East of SW 122 Avenue to SW 117 Avenue (Station #380) -two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is projected to generate an additional 770 peak hour trips on this roadway segment. These additional trips represent approximately 14.2% of the roadway service volume. The FIU Board of Trustees and County agree that 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 County.

p) SW 8 Street, from 200 feet East of SW 109 Avenue from HEFT to SW 107 Avenue (Station #90) –two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is projected to generate an additional 349 peak hour trips on this roadway segment. These additional trips represent approximately 4.1% of the roadway service volume. The FIU Board of Trustees and County agree that 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 County.

q) SW 8 Street from SW 97 Avenue to SW 107 Avenue (Station #9962) –two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan and in Table 11-14 is projected to generate an additional 542 peak hour trips on this roadway segment. These additional trips represent approximately 6.3% of the roadway service volume. The FIU Board of Trustees and County agree that 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 County.

r) West Flagler Street from NW 107 Avenue to NW 114 Avenue (Station #9158)—two-way analysis indicates that the development

identified in the adopted FIU Campus Master Plan and in Table 11-14 is projected to generate an additional 80 peak hour trips on this roadway segment. These additional trips represent approximately 1.2% of the roadway service volume. The FIU Board of Trustees and County agree that 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 County.

s) West Flagler Street from NW 97 Avenue to NW 107 Avenue (Station #9156) –two-way analysis indicates that the development identified in the adopted FIU Campus Master Plan and Table 11-14 is projected to generate an additional 72 peak hour trips on this roadway segment. These additional trips represent approximately 4.4% of the roadway service volume. The FIU Board of Trustees and County agree that 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 County.

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

11.2 The FIU Board of Trustees and County agree that there is sufficient potable water treatment and transmission 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 County further agree that no off-campus potable water improvements need to be provided.

11.3 The FIU Board of Trustees and County 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 Board of Trustees and County further agree that no sanitary sewer improvements need to be provided.

11.4 The FIU Board of Trustees and County 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 Board of Trustees and County further agree that no solid waste improvements need to be provided,

11.5 The FIU Board of Trustees and County 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 County further agree that no open space and recreation improvements need to be provided.

11.6 The FIU Board of Trustees and County agree that there is sufficient roadway 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 County further agree that no off-campus roadway improvements need to be provided.

11.7 The FIU Board of Trustees and County agree that there is sufficient transit 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 County further agree that no mass transit capacity improvements need to be provided.

12.0 FINANCIAL ASSURANCES FOR PUBLIC FACILITIES

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

12.1 The FIU Board of Trustees and County agree that no off-campus stormwater management improvements need be assured by FIU Board of Trustees.

12.2 The FIU Board of Trustees and County agree that no off-campus potable water improvements need be assured by FIU Board of Trustees.

12.3 The FIU Board of Trustees and County agree that no off-site sanitary sewer improvements need be assured by FIU Board of Trustees.

12.4 The FIU Board of Trustees and County agree that no off-site solid waste improvements need be assured by FIU Board of Trustees.

12.5 The FIU Board of Trustees and County agree that no off-site parks and recreation improvement need be assured by FIU Board of Trustees.

12.6 The FIU Board of Trustees and County agree that no off-site transportation improvements need be assured by FIU Board of Trustees.

13.0 CAPACITY RESERVATION FOR DEVELOPMENT

13.1 The FIU Board of Trustees is reserving capacity pursuant to this Agreement. The development for which capacity is reserved is identified in an excerpt from the Capital Improvements Element of the FIU Campus Master Plan dated October 2003, adopted by the Board of Trustees on July 26, 2004, a copy of which is attached hereto as Exhibit "A", and incorporated herein by this reference.

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 July 26, 2004.

13.3. The County 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; except for water supply which will be reserved at the time the FIU Board of Trustees enters into a Service Agreement with the Miami-Dade County Water and Sewer Department. FIU Board of Trustees 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 County acknowledges that subsequent development projects may reserve capacity of public facilities in the same geographic area identified in Exhibit "B". The County also acknowledges that this shall in no way: (1) necessitate the construction of additional capital facility improvements by the FIU Board of Trustees 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 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 subsequent after execution of this Agreement, which are applicable to or preclude either party's compliance with the terms and conditions of this Agreement, this Agreement shall be modified or revoked or amended, as is necessary, to comply with the relevant state or federal laws.

15.0 AMENDMENT

15.1 This Agreement may be amended 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 any uses in a manner that will increase the impact of any proposed campus development by more than 10 percent on a road or on another public facility or service provided or maintained by the state, the County, or any affected local government.

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

15.3 Amendment of this Agreement shall be made in accordance with the notification requirements set forth in Section 22.0 of this Agreement.

15.4 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.

15.5 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 18.0 of this Agreement.

15.6 This Agreement may be amended in conjunction with any amendment to the adopted FIU campus master plan to ensure that this Agreement is consistent with the amended FIU campus master plan.

16.0 CONSISTENCY WITH ADOPTED COMPREHENSIVE PLANS

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

17.0 ENFORCEMENT

Any party to this Agreement may file an action for injunctive relief in the circuit court where the County is located to enforce the terms and conditions of this Agreement, or to challenge the compliance of the Agreement with Section 1013.30, Florida Statutes.

18.0 DISPUTE RESOLUTION

18.1 In the event of a dispute arising from the implementation of this Agreement, each party shall select one mediator and notify the other party in writing of the selection. Thereafter, within 15 days after their selection, the two mediators shall select a neutral third mediator to complete the mediation panel.

18.2 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.

18.3 As provided in Section 1013.30 (17), Florida Statutes, 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.

18.4 If either FIU Board of Trustees or County rejects the recommended resolution of the issues in dispute, the matter shall be forwarded to the state land planning agency which, pursuant to Subsection 1013.30 (16) Florida Statutes, has 60 days to hold informal hearings if necessary. In deciding upon a proper resolution, the state land planning agency shall consider the nature of the issues in dispute, the compliance of the parties with section 1013.30, Florida Statutes, the extent of the conflict, the comparative hardships, and the public interest involved. In resolving the matter, the state land planning agency may prescribe, by order, the contents of a campus development agreement.

19.0 MONITORING AND OVERSIGHT

19.1 The County may inspect related activity on the FIU University Park campus to verify that the terms of this Agreement are satisfied. Not less than once every 12 months, FIU will submit to the County an annual report, which shall indicate the status of development at the Campus as identified in Exhibit A. Upon receipt, the Miami-Dade County Department of Planning and Zoning shall review the development activity in the annual report to determine if there has been demonstrated good faith compliance with the terms of this Agreement.

19.2 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 22.0 of this Agreement.

19.3 Disputes that arise in the implementation of this Agreement shall be resolved in accordance with the provisions of Section 18.0 above.

20.0 SUCCESSORS AND ASSIGNS

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

21.0 RECORDING OF THIS AGREEMENT

This Agreement shall be recorded by the FIU Board of Trustees in the public records of Miami-Dade County, 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.

22.0 NOTICES

22.1 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;

By deposit with an overnight express delivery service.

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

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

Honorable Carlos Alvarez, Mayor
Miami-Dade County
111 NW First Street
29th Floor
Miami, Florida 33128

With a copy to:

Ms. Diane O'Quinn Williams, Director
Miami-Dade County, Department of Planning and Zoning
111 NW First Street
11th Floor
Miami, Florida 33128

The address of FIU Board of Trustees:
Ms. Mayra Beers
Florida International University
University Park, PC 548
Miami, Florida 33199

Mr. Victor Citarella,
Associate Vice President
Facilities Management
Florida International University
University Park, CSC 168
Miami, Florida 33199

23.0 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:

ATTEST:	The Florida International University Board of Trustees
_____	By: _____
(Name/Title)	Name: _____
	Title: _____
Date: _____	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 _____, as _____ of the Florida International University Board of Trustees, to me known to be the person described therein and who executed the foregoing, and acknowledged the execution thereof to be his/her free act and deed, on behalf of The Florida International University Board of Trustees, for the purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this_____day of _____ 2007.

_____
Notary Public

(Notary Seal)

My Commission expires:

ATTEST:

COUNTY COMMISSION OF THE
COUNTY OF MIAMI-DADE, FLORIDA

_____
(Name/Title)

BY: _____
(Name/Title)

Date:_____

Date:_____

APPROVED AS TO FORM:
LEGAL CORRECTNESS:

_____
County Attorney

On _____, 2007, the County Commission of the County of Miami-Dade approved this Agreement at a duly noticed public meeting.

EXHIBIT "A"

UNIVERSITY PARK/The Engineering Center (EC) (YEAR 2000-2005)

PRIMARY ELEMENTS – PECO ELIGIBLE		GSF
Facilities Infrastructure/Capital Renewal		N/A
Health and Life Sciences		190,624
Central Utility Plant		10,000
Graduate School of Business – Building I		90,000
College of Law		150,000
Social Sciences		94,000
Molecular Biology		77,600
Classroom/Office (EC)		160,000
Arts Complex – Phase II		91,840
Computer Services		73,371
Classroom/Office, UP		85,512
	SUB-TOTAL	1,022,947

SUPPLEMENTAL ELEMENTS – NON-PECO ELIGIBLE		GSF
Graham Center Renovation		29,000
Student Health Services Center		20,000
Stadium Expansion		40,000
Frost Museum		40,000
International Hurricane Center		33,056
Training Complex		24,432
Public Safety Building		10,000
Recreation Center – Phase I		58,000
Lakeview Housing- Phase I		240,000
Greek Housing II		14,400
Parking Garage Three		10,000
Parking Garage Four		10,000
	SUB-TOTAL	499,888
	TOTAL	1,522,835 GSF

UNIVERSITY PARK / Engineering Center (EC) (YEAR 2006-2010)

PRIMARY ELEMENTS – PECO ELIGIBLE		GSF
Classroom/Office (Future Development A)		360,000
Future Development B - D		170,000
	SUB-TOTAL	665,000 GSF

SUPPLEMENTAL ELEMENTS – NON-PECO ELIGIBLE		GSF
Graham Center Expansion – Phase II		40,000
Lakeview Housing- Ph, II		240,000
Undergraduate Housing/ (Chapman Grad. School of Business)		240,000
Greek Housing III		14,400
Greek Housing IV		14,400
Greek Housing V		14,400
Parking Garage Five		10,000
Parking Garage Six		10,000
Recreation Center – Phase II		95,831
Future Development E		40,000
	SUB-TOTAL	719,031 GSF
	TOTAL	1,384,031 GSF

TOTAL GSF (YEARS 2000-2010)

UNVERSITY PARK / EC	**(2000-2005)**	1,522,835 GSF
	(2006-2010)	1,384,031 GSF

Associated Land Use Acreage by Campus

Land Use	Gross Acreage	General Density
UNIVERSITY PARK		
Academic	56.0	.16
Support	27.2	.08
Housing	41.7	.12
Recreation and Open Space	133.1	.39
Parking	66.2	.20
Other Public	10.5	.03
Community Interface	7.3	.02

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
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.

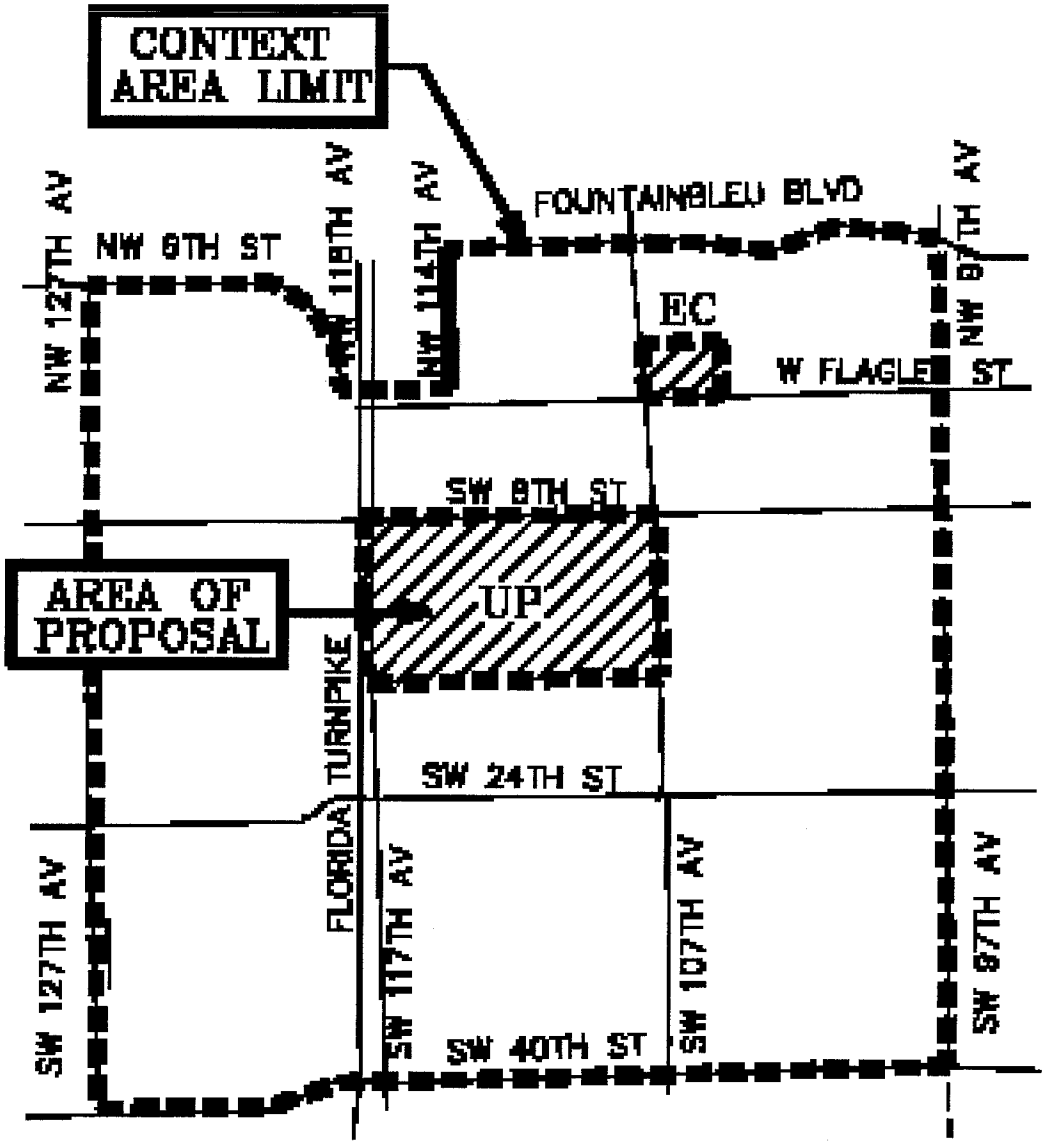
** Academic facilities will maintain a maximum building height of 8 floors with the exception of the library, which is planned for 15 floor tower.

*** 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.

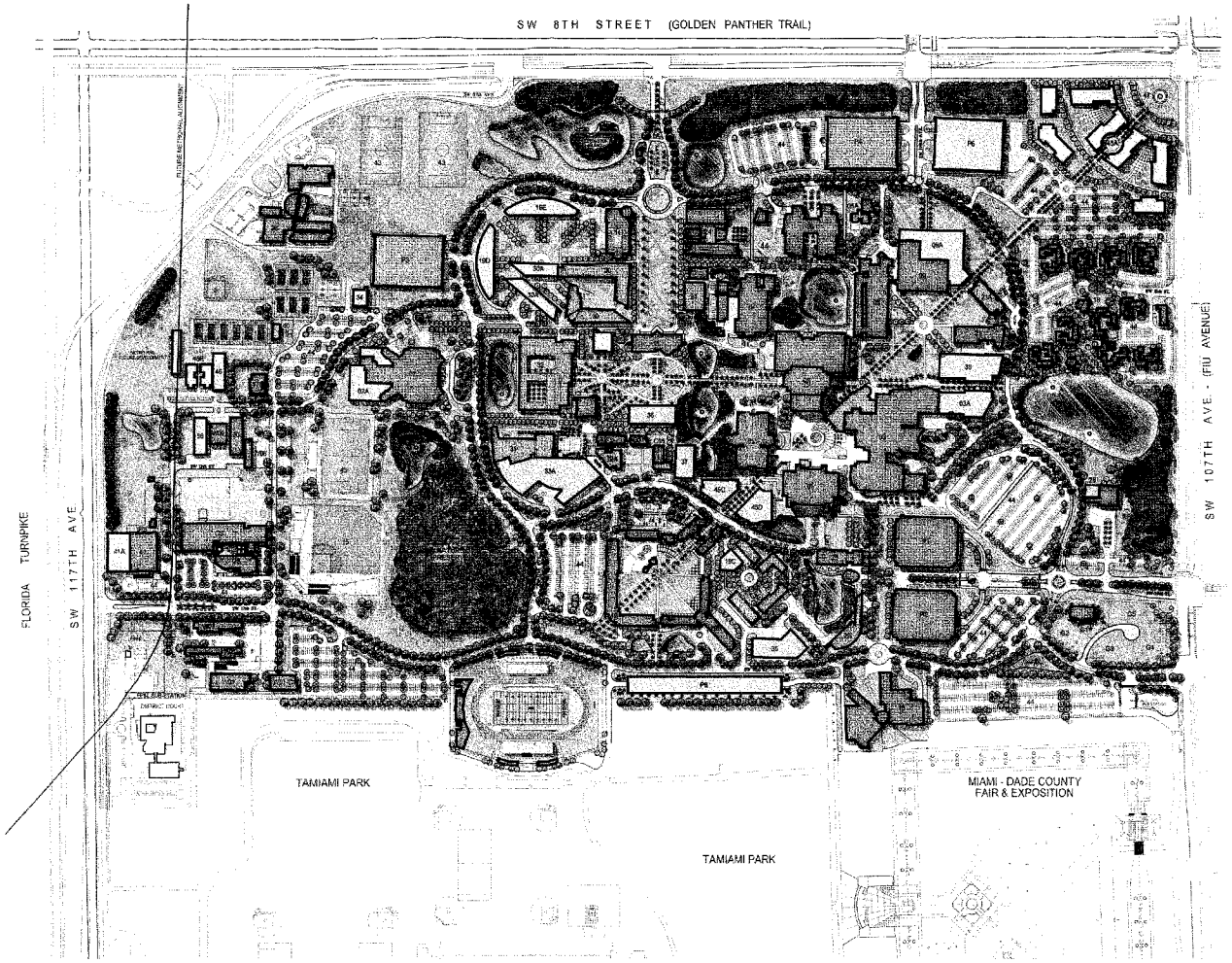
**** No construction is anticipated in these areas except for minimal structures and improvements needed to ensure safe access and essential support functions.

EXHIBIT "B"

GEOGRAPHIC AREA COVERED BY THE AGREEMENT



UNIVERSITY PARK/ENGINEERING CENTER



LEGEND

BLDG #	BUILDING NAME
01	CHARLES E. PERRY PRIMERA CASA BUILDING
02	DEUXIEME MAISON
03	ERNEST R. GRAHAM UNIVERSITY CENTER
03A	GRAHAM CENTER ADDITION
04	VIERTES HAUS
04A	CENTRAL UTILITIES
05	GREEN LIBRARY
06	CWA EHAN
06A	WERTHEIM CONSERVATORY/WCL GREENHOUSE
07	GOLDEN PANTHER ARENA/FITNESS CENTER
07A	FITNESS CENTER ADDITION
08	ENGINEERING & COMPUTER SCIENCE
09	CHEMISTRY & PHYSICS
09A	CHEMISTRY & PHYSICS ADDITION
10	COLLEGE OF HEALTH
11	RYDER BUSINESS BUILDING
12	HEALTH CARE & WELLNESS CENTER
12A	HEALTH CARE & WELLNESS CENTER EXPANSION
13	LABOR CENTER
14	SANFORD AND DOLORES ZIFF EDUCATION BUILDING
15	BASEBALL STADIUM
16	HERBERT AND NICOLE WERTHEIM PERFORMING ARTS CENTER
17	CHILDREN'S CREATIVE LEARNING CENTER
18	STUDENT HOUSING
19	PANTHER RESIDENCE HALL
19 A	UNIVERSITY TOWER
19 B	EVERGLADES HALL
19 C - E	FUTURE HOUSING
20	ATHLETICS ACADEMIC FITNESS CENTER
21	HEALTH & LIFE SCIENCES
21 A	HEALTH & LIFE SCIENCES - PHASE TWO
22	CAMPUS SUPPORT COMPLEX - SHOPS
23	CAMPUS SUPPORT COMPLEX - ADMINISTRATION
24	SCHOOL OF ARCHITECTURE
25	MANAGEMENT AND ADVANCED RESEARCH CENTER
26	CARLOS FINLAY ELEMENTARY SCHOOL
27	FIU COMMUNITY STADIUM
28	UNIVERSITY HOUSE
29	ART MUSEUM
30	GRADUATE SCHOOL OF BUSINESS
30A	GRADUATE SCHOOL OF BUSINESS - PHASE TWO
31	CENTRAL UTILITIES EXPANSION
32	COLLEGE OF LAW
33	RECREATION COMPLEX
33A	RECREATION COMPLEX - PHASE TWO
34	PUBLIC SAFETY
35	ARTS COMPLEX F
36	SOCIAL SCIENCES
37	TRAINING CENTER
38	SUPPORT
39	MOLECULAR BIOLOGY
40	WOMENS SOFTBALL/TENNIS CENTER
41	HURRICANE CENTER (NOAA)
41A	INTERNATIONAL HURRICANE CENTER
42	UP INFORMATION CENTER
43	RECREATION FIELDS
44	SURFACE PARKING
45 A	FUTURE DEVELOPMENT - A
45 B	FUTURE DEVELOPMENT - B
45 C	FUTURE DEVELOPMENT - C
45 D	FUTURE DEVELOPMENT - D
45 E	FUTURE DEVELOPMENT - E
46	COMPUTER SERVICES
47	MONUMENT
C01	TOWER
C03	DUPLICATING CENTER
C03A	DUPLICATING CENTER ADDITION
G1-G5	GREEK HOUSING
P1-P6	PARKING GARAGE
W01	SCULPTURE BUILDING
W01C	CERAMICS BUILDING
W02-S	EXISTING SUPPORT

EXISTING BUILDINGS

BUILDINGS IN PLANNING AND CONSTRUCTION

FUTURE DEVELOPMENT

FLORIDA INTERNATIONAL UNIVERSITY

2000-2010 MASTER PLAN UPDATE

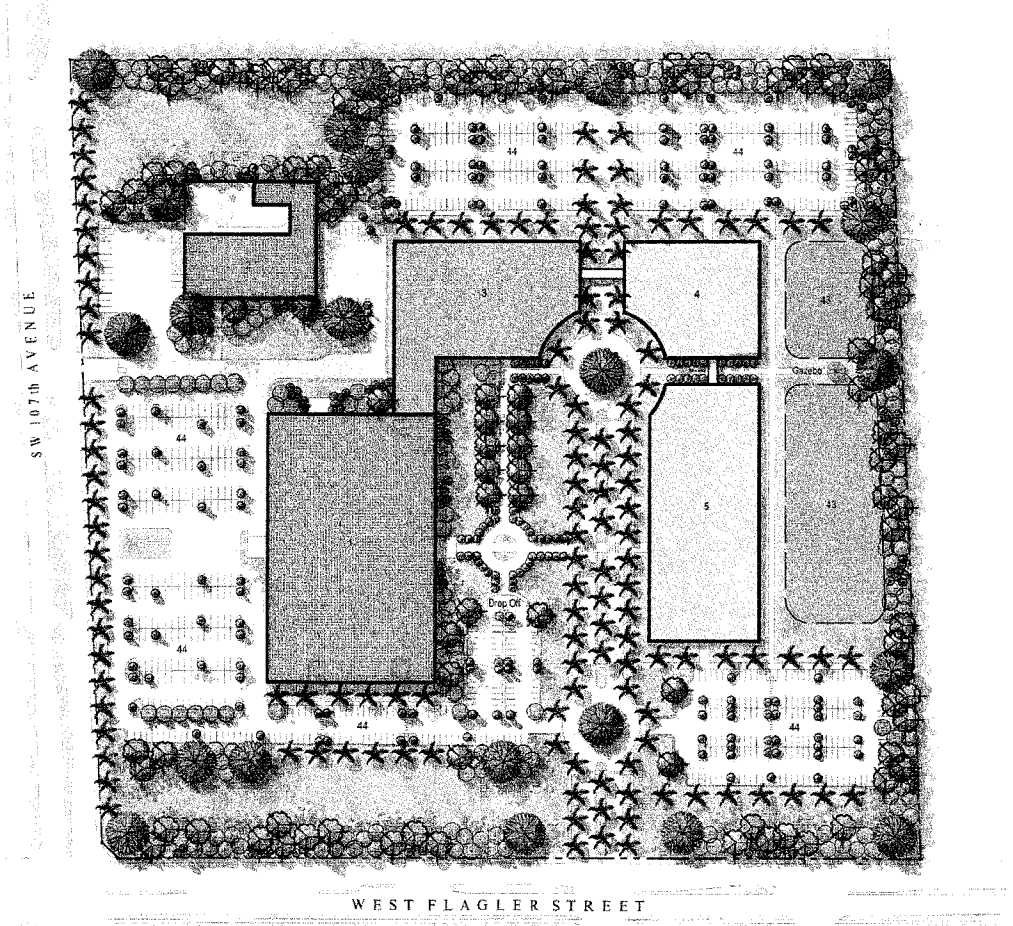
· UNIVERSITY PARK ·

RS&H
Architectural, Engineering, Planning and Environmental Services
Jacksonville, Florida

NORTH

SCALE

OCTOBER 2003



LEGEND

01 ENGINEERING CENTER
02 MAINTENANCE
03 PHASE 1 DEVELOPMENT
04 PHASE TWO DEVELOPMENT
05 PHASE THREE DEVELOPMENT
43 RECREATION FIELDS
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NORTH

SCALE

OCTOBER 2003

RESOLUTION

RESOLUTION OF THE MIAMI-DADE COUNTY PLANNING ADVISORY BOARD, ACTING AS THE LOCAL PLANNING AGENCY, RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS AUTHORIZE THE EXECUTION OF THE PROPOSED CAMPUS DEVELOPMENT AGREEMENT BETWEEN FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES AND MIAMI-DADE COUNTY

WHEREAS, the Florida International University Board of Trustees has prepared and adopted, on July 26, 2004, a campus master plan for the Florida International University in compliance with the requirements as set forth in Section 1013.30, Florida Statutes; and

WHEREAS, the campus master plan outlines the proposed development required to meet the students' academic, cultural, recreational and residential needs through Year 2010; and

WHEREAS, the Florida International University Board of Trustees is required to enter into a development agreement with Miami-Dade County upon adoption of said campus master plan by the Florida International University Board of Trustees, and

WHEREAS, the 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, Miami-Dade County staff has reviewed said master plan and the campus development agreement impacts; and

WHEREAS, Section 163.3225 Florida Statutes, requires the local government entering into a campus development agreement to hold two public hearings, and one of the public hearings may be held by the local planning agency; and

WHEREAS, the Planning Advisory Board, acting as the Local Planning Agency, has acted in accord with Section 1013.30, F.S., and has conducted a duly noticed public hearing to receive public comments and to address subsequent action on the Campus Development Agreement by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI-DADE COUNTY PLANNING ADVISORY BOARD, acting as the Local Planning Agency, hereby recommends that the Board of County Commissioners authorize the execution of the proposed Campus Development Agreement between the Florida International University Board of Trustees and Miami-Dade County as presented at the PAB meeting of February 5, 2007.

The foregoing resolution was offered by Board Member Antonio Fraga, who moved its adoption and was seconded by Board Member Rod Jude, and upon being put to a vote the vote was as follows:

Reginald J. Clyne	Yes	William Riley	Yes
Antonio Fraga	Yes	Wayne Rinehart	Yes
Horacio Carlos Huembes	Yes	Gonzalo Sanabria	Absent
Rod Jude	Yes	Georgina Santiago	Yes
Daniel Kaplan	Absent	Christi Sherouse	Absent
Douglas A. Krueger	Yes	Jay Sosna	Yes
Serafin Leal	Yes		

Al Maloof, Chair Yes

The Chair thereupon declared the resolution duly passed and adopted this 5th day of February 2007.

I hereby certify that the above information reflects the action of the Board.

Diane O'Quinn Williams
Executive Secretary