



Board Meeting Date: January 25, 2005

Agenda Item # RE

***SCHOOL DISTRICT OF PALM BEACH COUNTY
BOARD AGENDA ITEM SUMMARY
REAL ESTATE SERVICES***

I recommend the School Board approve the Ground Lease and the Cooperative Agreement with respect to property owned by Florida Atlantic University and the mutual use of facilities in connection with Elementary School 03-Y as herein described; and authorize the Chairman and Superintendent to sign all other necessary documents.

- Florida Atlantic University ("FAU") owns approximately 150 contiguous acres of land located at the northeast corner of Jog Road and Summit Boulevard, commonly known as the "Pine Jog Property".
- Elementary School 03-Y is designated to open in the fall of 2008 and requires a location in the vicinity of the Pine Jog Property.
- The Ground Lease, (attached as Exhibit "A"), reflects that an approximately 15-acre area of the Pine Jog Property (the "15-acre Site") will be the location within which the Elementary School 03-Y and an approximately 15,000 square foot environmental education complex ("Environmental Education Complex") will be constructed (see Parcel Map Exhibit "C"). The Elementary School 03-Y will cover most of the 15-acre Site (that portion of the 15-acre Site is referred to as the "Premises"). The parties will agree to the exact configuration of the Elementary School 03-Y and the Environmental Education Complex on the 15-acre Site with no further approval needed from the School Board or the FAU.
- The term of the Ground Lease is seventy-five (75) years, with an option to renew for another twenty-five (25) years subject to the mutual agreement of the parties. The School Board will pay rent of One Dollar (\$1.00) per year.
- Title to the Elementary School 03-Y improvements and other property constructed or placed on the Premises by the School Board shall be the property of the School Board. Any improvements remaining on the Premises at the expiration of the Ground Lease shall become the property of FAU. No portion of the Environmental Education Complex shall be considered property of the School Board.
- The School Board shall have the right to issue Certificates of Participation ("COPs") in connection with the Premises and the funding for the Elementary School 03-Y.

- The Cooperative Agreement, (attached as Exhibit "B"), provides the details regarding the construction, operation, maintenance and utilization of the facilities that will be constructed on the Pine Jog Property.
- The School Board will construct the Elementary School 03-Y and the Environmental Education Complex on the 15-acre Site. The Elementary School 03-Y will be constructed, to the extent practicable, to meet Leadership in Environmental and Energy Design ("LEED") Certification goals. The Environmental Education Complex will be designed to meet LEED Certification goals.
- FAU's contribution to the construction project shall be \$2,765,000 which shall be in the form of: (1) land values attributable to the Premises and attributable to a two-acre area of the Pine Jog Property that will serve as an accommodation of the stormwater storage requirements of the Elementary School 03-Y improvements and (2) land value attributable to an approximately five-acre conservation easement area that will be dedicated by FAU to satisfy Palm Beach County mitigation requirements. The land values to be used for calculating (1) above shall be the average appraised value of \$145,000.00 per acre and for calculating (2) above shall be market value for upland mitigation credit of \$60,000.00 per acre.
- The School Board's contribution to the construction of the Environmental Education Complex will not exceed \$2,765,000.
- In the event the Environmental Education Complex cost exceeds the \$2,765,000, both parties shall work together to reduce costs, to the extent possible, through value engineering.
- The School Board and FAU shall pursue a mission that promotes environmental, sustainability and stewardship education within the Elementary School 03-Y curriculum and operation.
- The School Board shall, as practicable and so as not to interfere with the School Board activities and programs and/or previously approved School Board facility use agreements, make the Elementary School 03-Y facilities and parking available for use by FAU at no cost or expense to FAU. FAU shall, as practicable and so as not to interfere with FAU activities, make the Environmental Education Complex facilities and parking available for use by the School Board at no cost or expense to the School Board.
- The School Board and FAU shall each, at its sole expense: (1) maintain and repair its respective facility, (2) purchase, maintain and repair furnishings and equipment required by that party, (3) be responsible for the cost of telephone, computer network access, heating, cooling, electricity, water and sanitary sewage associated with its respective facility, (4) provide adequate security for its respective facility, and (5) be responsible for exotic vegetation removal and natural area restoration required for its respective facility.
- The School Board and FAU will be jointly responsible for obtaining any required development and/or environmental permits.
- The School Board's estimated costs are: title insurance - \$9,000.00; Recording fee - \$500.00.

BOARD GOAL(S): 6 **KEY RESULT(S):** 10

LEGAL SIGN-OFF Yes **BRL** N/A

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Joseph M. Sanches

FINANCIAL IMPACT	The financial impact to the Site Acquisition Budget is \$2,774,500. Of this amount, \$2,765,000 will be transferred to the Elementary School 03-Y project budget to offset the cost of constructing the Environmental Education Complex, covering the cost of environmental mitigation and obtaining LEED certification.
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CONSENT AGENDA ITEM