

**Development Agreement
Annual Report 2020-2021
Prepared by the University of Miami
For the City of Coral Gables
August 27, 2021**

**DEVELOPMENT AGREEMENT
2021 ANNUAL REPORT**

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1. Preface

Pursuant to Ordinance No. 2010-31, adopted September 28, 2010, attached hereto as Appendix 1, the City of Coral Gables (“City”) and the University of Miami (“University”) entered into a Development Agreement in accordance with the Florida Local Government Development Agreement Act, section 163.3220-163.3243, F.S. (hereinafter, the “Development Agreement”). A copy of the Development Agreement is attached hereto as Appendix 2.

Section 49 of the Development Agreement provides that the University shall submit an annual report documenting the University’s compliance with the requirements of the Development Agreement at least thirty (30) days prior to the anniversary of the Effective Date of the Development Agreement – September 28, 2010.

This Development Agreement Annual Report dated August 27, 2021 satisfies the condition in Section 49 of the Development Agreement for the period from September 28, 2020 to September 27, 2021.

2. Statutory Provision (SEC. 163.3235 F.S.)

Sec. 163.3235 F.S. provides as follows:

Periodic review of a development agreement – A local government shall review land subject to a development agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the development agreement.

3. Amendments to Recitals

Exhibit A of the First Recital of the Development Agreement was amended by Ordinance 2019-07, on January 22, 2019, attached hereto as Appendix 3A, to include in the campus the property located at 6500 Red Road. The legal description of the campus was amended, and the total acreage of the campus increased to 240.61 acres. The amended Exhibit A is attached hereto as Appendix 3B.

No amendments to the Recitals occurred in this reporting year.

4. JOINT OBLIGATIONS OF CITY AND UNIVERSITY

Sec. 5 – Annual Meeting

Sec. 5 of the Development Agreement provides as follows:

5. Annual Meeting

- (a) *The University and the City agree to convene an annual State of the City/University Meeting involving the Mayor and City Commission and officials of the City and the officers and representatives of the Board of Trustees of the University during the term of this Agreement (“Annual Meeting”). The purpose of the Annual Meeting is for the leadership of the City and the leadership of the University to exchange information with regard to future plans and programs and to explore opportunities of mutual benefit.*
- (b) *The University and the City agree that the location of the Annual Meeting will rotate each year between an on-campus venue and an off-campus venue elsewhere in the City.*
- (c) *The City and the University agree to share the costs of the Annual Meeting, with the City paying for the costs when the Annual Meeting is located off-campus and the University paying for the costs when the Annual Meeting is located on-campus.*
- (d) *The Annual Meeting shall be publicly noticed and conducted in accordance with all applicable laws that govern public meetings.*
- (e) *The University and the City shall agree on the agenda for the Annual Meeting no less than thirty (30) days prior to the date thereof.*

Status:

The City of Coral Gables hosted the Development Agreement Annual Meeting on December 4, 2020 via Zoom.

Sec. 49 – Annual Review

Sec. 49 of the Development Agreement provides as follows:

49. Annual Review.

The University shall submit an annual report documenting the University's compliance with the requirements of this Agreement at least thirty (30) days prior to the anniversary of the Effective Date of the Agreement. The City Manager or his designee shall review the annual report submitted by the University and prepare a written report which shall be presented to the City Commission at a duly noticed public meeting for review and approval. After the annual review is approved by the Commission, the report shall be submitted to the Department of Community Affairs.

Status:

The University of Miami submitted the 2020 Development Agreement Annual Report to the City of Coral Gables on August 28, 2020, to satisfy the requirements of Sec. 49 of the Development Agreement and Sec. 163.3235 F.S.

4. CITY OBLIGATIONS

Sec. 15 – Comprehensive Plan Amendments

Sec. 15 of the Development Agreement provides as follows:

15. Comprehensive Plan Amendments.

The City agrees to process the comprehensive plan amendments (text and map) attached hereto as Composite Exhibit "C" by taking final Commission action on the amendments on or before October 29, 2010.

Status:

The City of Coral Gables met this requirement when it amended the Comprehensive Plan by Ordinance No. 2010-29 adopted September 28, 2010, attached hereto as Appendix 4. No further action is required regarding this item.

Sec. 16 – Zoning Code Amendments and Change of Zoning District Application

Sec. 16 of the Development Agreement provides as follows:

16. Zoning Code Amendments and Change of Zoning District Application

The City agrees to process the zoning code amendments (text and map), attached hereto as Exhibit “D”, and the change in zoning district application attached hereto as Composite Exhibit “E” by taking final Commission action on the proposed amendments and change in zoning district on or before December 31, 2010.

Status:

The City of Coral Gables met this requirement when it amended the Zoning Code (text and map) by Ordinance No. 2010-34 adopted October 12, 2010, attached hereto as Appendix 5A; and approved the change in zoning district application by Ordinance No. 2010-35 adopted October 12, 2010, attached hereto as Appendix 5B. As a clarification, on March 18, 2016, the City Attorney of the City of Coral Gables issued a City Attorney Opinion, attached hereto as Composite Appendix 5C, to the effect that Ordinance No. 2010-34 replaced the UMCAD provisions, including the UMCAD map and text, therefore the UMCAD map and text are no longer legally operative. No further action is required regarding these items.

Sec. 17 – Watsco Center – Increase in Seating Capacity

Sec. 17 of the Development Agreement reads as follows:

17. Notwithstanding any prior City restriction, regulation, or approval, the City and the University agree as follows:

(a) Ordinance No. 2007-16 is hereby amended to increase the authorized seating capacity of the Watsco Center to a maximum of 9,830 seats, provided however that no additional seats shall be installed until an updated Watsco Center Parking and Traffic Management Program, which includes an updated Event Management and Security Plan which reflects the additional seats, has been submitted to the City and approved by the City Manager or his designee.

Status:

No further action is required from the City regarding this item until such time as the University submits to the City an updated Watsco Center Parking and Traffic Management Program which includes an updated Events Management and Security Plan which reflects the additional seats.

Sec. 17 – Watsco Center – Alcoholic Beverages

Sec. 17 of the Development Agreement reads as follows:

17. *Notwithstanding any prior City restriction, regulation, or approval, the City and the University agree as follows:*

(b) Alcoholic beverages may be sold at the Watsco Center:

- (i) At University Athletic and Academic Programs only in and restricted to the Hurricane 100 facilities and suites. For the purposes of this paragraph, "University Athletic and Academic Programs" means programs, events and extracurricular activities commonly associated with a college education, including commencement ceremonies, student orientation, student activities, student banquets, instructional lectures, symposia, intercollegiate basketball, volleyball, and other intercollegiate sports, high school sports, practices, coaching clinics, and sports.*

- (ii) At programs and events which are not University athletic and academic programs and events, in public spaces (including the concourse, floor, and event levels, suites and the Hurricane 100 facilities as well as temporary seating in such areas). The City hereby amends Resolution #2003-7. Attached hereto as Exhibit "F" to authorize the sale of alcoholic beverages at the Watsco Center in accordance with this subparagraph, which amendment shall become effective when the University makes the first annual payment pursuant to paragraph 25 (a) of this Agreement, provided however, that alcoholic beverages may not be served until the University has submitted and the City Manager has approved an Event Management and Security Plan.*

Status:

The Development Agreement amended Resolution No. 2003-7, attached hereto as Appendix 6A, to permit the sale of alcohol at the Watsco Center.

Resolution 2019-82, attached hereto as Appendix 6B, approved the sale of alcoholic beverages throughout the Watsco Center. The University application to amend the Development Agreement to allow the sale of alcoholic beverages at all University events throughout the Watsco Center was approved by the City Commission on August 27, 2019 pursuant to Ordinance 2019-24, attached as Appendix 6C. An updated Event Management and Security Plan is attached as Appendix 6D.

Sec. 19 – Internal Road and Access

Sec. 19 of the Development Agreement provides as follows:

19. Internal Road and Access

Ordinance No. 2007-16, previously recorded on October 3, 2007 in the public records at OR Book 25968, Pages 4593-4609 UMCAD 2006, and the concurrent Declaration of Covenants and Restrictions are hereby amended to extend the deadline:

- a. for submitting construction plans for the entire Internal Road to:
 - i. December 31, 2015, or*
 - ii. the issuance of a building permit for any 2006 UMCAD amendments located north of Lake Osceola; or the issuance of a building permit for UMCAD 2006 Amendment H4, whichever occurs first;**
- b. for the completion of the construction of the closure/relocation/consolidation of access drives and the realignment of the existing Miller Road to south of the arboretum to:
 - i. December 31, 2015, or*
 - ii. City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H21, whichever occurs first;**
- c. for the completion of the Internal Road to:
 - i. December 31, 2017, or*
 - ii. City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H4, whichever occurs first.**

Status:

While the Development Agreement amended Ordinance No. 2007-16, attached hereto as Appendix 7A, and the Declaration of Covenants and Restrictions attached hereto as Appendix 7B, the City has not filed an amendment to the Declaration of Covenants and Restrictions in the Public Records of Miami-Dade County.

The University has completed construction of the closure/relocation/consolidation of access drives and the realignment of the existing Miller Road to south of the arboretum (See Sec. 19.b. of Development Agreement). A copy of the Letter of Sufficiency dated October 3, 2013 from Gray Robinson is attached hereto as Appendix 7C.

The construction of this phase of the Internal Road has been completed prior to the issuance by the City of a certificate of occupancy for the following projects, which are conditioned upon completion of this phase of the Internal Road:

UMCAD Amendment H2, the new Student Activity Center, already completed and which received a Certificate of Occupancy on June 18, 2014, see attached as Appendix 7D.

UMCAD Amendment H21, the Frost School of Music project, already completed and which received a Certificate of Occupancy on November 28, 2016, see attached as Appendix 7E.

On July 2, 2015, the University submitted to the City of Coral Gables an application for an amendment to the Development Agreement to modify the scope of Phase II of the Internal Road. While said application was pending with the City, the City Attorney, by email dated December 9, 2015, attached as Appendix 7F, made the determination that equitable tolling applied for the period of time while the application was pending, therefore the University was not required to present construction plans for Phase II of the Internal Road until the period of equitable tolling was completed.

On November 15, 2016, the City passed and adopted Ordinance No. 2016-56, attached hereto as Appendix 7G, which approved the amendment to the Development Agreement requested by the University to modify the scope of Phase II of the Internal Road. Section 19 of the Development Agreement was amended by Ordinance No. 2016-56 to read as follows:

19. Internal Road and Access.

a. Ordinance #2007-16, passed and adopted March 27, 2007 (UMCAD 2006), and the concurrent declaration of Covenants and Restrictions, recorded on October 3, 2007 in the public records at OR Book 25968, Pages 4593-4609 are hereby amended as follows:

- i. for submitting construction plans for the entire Internal Road to:
 - a) December 31, 2016, or
 - b) the issuance of a building permit for any 2006 UMCAD amendments located north of Lake Osceola,
 - c) or the issuance of a building permit for UMCAD 2006 Amendment H4, or
 - d) the issuance of a building permit for UMCAD 2006 Amendment H22, whichever occurs first;
- ii. for the completion of the construction of the closure/relocation/consolidation of access

drives and the realignment of the existing Miller Road to south of the arboretum to:

a) December 31, 2016, or

b) City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H21, whichever occurs first;

iii. for the completion of the Internal Road to:

a) December 31, 2017, or

b) City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H4, or

c) City approval/acceptance of a certificate of occupancy for 2006 UMCAD Amendment H22, whichever occurs first.

iv. Any surface parking spaces displaced or affected by the construction of the modified Internal Road shall be replaced one-for-one anywhere on campus.

b. Construction of the Internal Road is subject to the following conditions:

i. The construction documents for the improvements in the campus and in the right-of-way area of Pisano Avenue shall be submitted for review and approval pursuant to applicable city regulations. Submittal of construction plans for these improvements and completion of these improvements shall follow the Internal Road deadlines outlined in Section 19 of the Development Agreement dated September 28, 2010 between the City of Coral Gables and the University of Miami, and as modified by this Development Agreement Amendment Request.

ii. The University shall fund construction costs for specific public realm improvements to be designed and constructed by the City based upon input from City Staff, the surrounding residential community and the University up to \$250,000 ("Public Realm Improvements")>

a. The Public Realm Improvements shall be designed and constructed by the City to benefit the surrounding residential community at locations adjacent to the University's campus.

b. The University shall tender payment to fund the Public Realm Improvements when presented by the

- City with written request for payment with the appropriate contract / work order for the construction of the Public Realm Improvements.
- c. This condition-and the University's obligation to fund the Public Realm Improvements-shall expire within ten (10) years of the date of the adoption of this Ordinance No. 2016-56, unless extended in writing by the mutual consent of the parties.
 - d. Based upon public input received during the public outreach process, no changes to the existing sidewalk and lighting shall occur on San Amaro Drive from Memorial Drive to Campo Sano Avenue west of the Gifford Arboretum.
- iii. The University will identify pedestrian/bicycle pathway connections internally on campus comprised of both current and new segments as needed to provide connectivity from Memorial Drive to University Drive including Brunson Drive.
 - iv. The University will install signage, wayfinding, maps and labels of the Gifford Arboretum's unique plant species. Installation of these features shall follow the Internal Road deadlines outlined in Section 29 of the Development Agreement dated September 28, 2010 between the City of Coral Gables and the University of Miami, and as modified by the Development Agreement Amendment request.
 - v. Commission approval is required for a special treatment sidewalk, decorative pavers, landscaping, irrigation, street lighting, landscaping lighting, and any other encroachments into, onto, under and over the right of way. The above encroachments shall be approved by City resolution and a Hold Harmless agreement shall be executed.
 - vi. Incorporate Silva cell planters or structural soil into the landscape plans for all trees planted within the public right-of-way.
 - vii. The University shall maintain the existing bridge crossing from University Drive south over the canal to accommodate pedestrian connectivity as well as emergency police vehicles.
 - viii. The University shall construct a service road connecting Phase I and Phase II of the Internal Road along the north side of the Knight Physics Building and south of the Gifford Arboretum in a manner that does not impact the existing Arboretum. Construction of this service road connection

shall follow the Internal Road deadlines outlined in Section 19 of the Development Agreement dated September 28, 2010 between the City of Coral Gables and the University of Miami, and as modified by the Development Agreement Amendment request.

- ix. The University shall expand the Arboretum to include a portion of that land previously occupied by the University's wood art studio. Expansion of the Arboretum shall follow the Internal Road deadlines outlined in Section 10 of the Development Agreement dated September 28, 2010 between the City of Coral Gables and the University of Miami, and as modified by the Development Agreement Amendment request.

As of July 15, 2018, the University has completed the construction of the Internal Road, the connection of parking lots, and the improvements to Pisano Avenue. More specifically, the University has satisfied in full the conditions of Section 19 of this Development Agreement, as amended by Sections 3 and 4 of Ordinance No. 2016-56, passed and adopted November 15, 2016, as follows:

1. Plans for the construction of the Internal Road were submitted to the City on December 21, 2016.
2. The realignment of the existing Miller Road to south of the arboretum was completed and accepted by the City in 2013.
The closure/relocation/consolidation of access drives has been completed as per building permit BL-17-06-2508.
3. The Internal Road was completed as per building permits BL-17-06-2508 and PW-17-11-1426.
4. Approximately 420 parking spaces were displaced due to construction of the Internal Road. 849 parking spaces were replaced with construction of the Merrick Garage south of the lake.
5. Construction documents for improvements to the campus and in the right-of-way were submitted to the City on December 21, 2016.
6. Funding of the public realm improvements is pending City's identification of said improvements.
7. The University has identified a network of paths that are suitable connections to provide connectivity from Metrorail Drive including Brunson Drive.
8. Signage has been installed in the Gifford Arboretum.
9. A hold harmless agreement has been executed and recorded for encroachments on Campo Sano at Brunson Drive and Wilder Drive.
10. The existing bridge crossing has been maintained.

11. A service road has been completed along the north side of the Knight Physics Building and south of the Gifford Arboretum.
12. The Gifford Arboretum has been expanded to include a portion of the land previously occupied by the University's wood art studio.

A letter of compliance from the City is included in Appendix 7H indicating compliance with this section.

No further action is required regarding this item.

Sec. 21 – Conveyance of Internal Streets and Waterways

Sec. 21 of the Development Agreement provides as follows:

21. Conveyance of Internal Streets and Waterways.

The City recognizes that the UM Campus includes certain waterways and streets which are uniquely internal to the University and which are shown with greater particularity on Exhibits “G” (the “Streets”) and “H” (the “Waterways”). As such, these Streets and Waterways are not readily utilized by the City’s residents for any significant public purpose, these Streets and Waterways do not further any component of the City’s roadway network, and they do not contribute to any public benefit or convenience. The University has historically maintained the subject Streets and Waterways.

(a) The University shall submit all applications and documents required for final action with the appropriate City boards for the vacation of the Streets.

(b) The City agrees to convey title to the internal streets and waterways described in Exhibits “G” and “H”, subject to:

i. a perpetual easement of access for law enforcement, fire and life safety, code enforcement and any and all other municipal purposes; and

ii. a perpetual easement in favor of the City for the purposes of owning, maintaining and operating sixty (60) metered parking spaces which are located on and are a part of the internal roads which are more particularly described in Exhibit “I” attached to this Agreement; provided however, at any time after December 31, 2011 during which the amount of annual net revenue generated by the existing meters will be established, the University may relocate the sixty (60) metered parking spaces to other locations on roads within the UM Campus. The relocation of the metered parking spaces shall be subject to a determination by the City Manager, in the City Manager’s discretion, that the relocated parking spaces will generate revenue equal to or greater than the revenues generated by the meters at the original location. In the event that the parking meters are relocated, the City and the University agree that if after one (1) year of operations, the annual revenue from the parking meters is less than the annual revenue from the original sixty (60) meters, the University shall install additional parking meters to increase the annual revenue to the revenue generated by the original meters. The location of the additional metered parking spaces shall be subject to a determination by the City Manager, in the City Manager’s discretion, that the additionally located parking spaces will generate sufficient revenue to be greater than the revenues generated by the meters at the original location. The City and the University agree that the parking rates to be charged for the metered parking spaces shall

be as established by the City Commission from time to time. The perpetual easement for the metered parking spaces may be released at any time if the University and City agree to a buyout of the metered parking spaces for the net present value of the revenue generated by the original meters.

Status:

The City vacated the Streets by Ordinance No. 2011-03 adopted January 25, 2011, attached hereto as Appendix 8A. An Easement of Access, as well as an Easement as to Parking Meters were submitted to the City by the University March 30, 2011 and were recorded in the Public Records of Miami Dade County on June 16, 2011. They are attached hereto as Appendixes 8B and 8C respectively. Likewise, by Quit Claim Deed dated February 7, 2011, attached hereto as Appendix 8D, the City deeded the Waterways to the University.

A graphic depicting ownership is included in Exhibit A of the Development Agreement and is included in this report in Appendix 3B. The total campus ownership is 240.61 acres.

No further action is required regarding this item.

Sec. 22 – Re-Conveyance of Fire Station Property

Sec. 22 of the Development Agreement provides as follows:

22. Re-Conveyance of Fire Station Property

The City is the owner of the property legally described on Exhibit “J” to this Agreement, which was acquired from the University for the purpose of constructing a fire station (the “Fire Station Site”). The Fire Station Site is no longer used for fire station purposes.

- (a) Within 60 days of the Execution Date of this Agreement, the City shall commence the process to re-convey the Fire Station Site with clean and marketable title free of all liens and encumbrances.*
- (b) The University shall pay all reasonable and customary closing costs and expenses associated with the Fire Station re-conveyance transaction. The closing shall occur no later than December 31, 2010, unless extended by the mutual agreement of the parties.*
- (c) The City shall deliver the property at closing free of all City or other personal property that may be located thereon.*
- (d) Upon the re-conveyance, the parties agree that the Fire Station Site will be included as part of the UM Campus, as defined in this Agreement, and, subject to the terms of this Agreement, and any applicable City regulations, the Fire Station Site may be developed and used by the University in accordance with the applicable regulations.*

Status:

By Special Warranty Deed dated February 7, 2011, attached hereto as Appendix 9, the City deeded the Fire Station Property to the University. No further action is required regarding this item.

A graphic depicting ownership is included in Exhibit A of the Development Agreement and is included in this report in Appendix 3B. The total campus ownership is 240.61 acres.

No further action is required regarding this item.

Sec. 46 – Recording of Agreement and Submission to the Department of Community Affairs

Section 46 of the Development Agreement provides as follows:

46. Recording of Agreement and Submission to the Department of Community Affairs.

The City shall, within fourteen (14) days of the approval of this Agreement, record the Agreement with the Clerk of the Court of Miami-Dade County. Within fourteen (14) days after the Agreement is recorded, the City shall submit the Agreement to the Department of Community Affairs.

Status:

On September 28, 2010, the City recorded the Development Agreement, attached hereto as Appendix 1, in the public records of Miami Dade County, and submitted the Agreement to the Department of Community Affairs on September 28, 2010. A copy of the submittal letter is attached hereto as Appendix 10.

No further action is required regarding this item.

5. UNIVERSITY OBLIGATIONS

Sec. 25. – Monetary Obligations – Consideration and Mitigation

Sec. 25 of the Development Agreement provides as follows:

25. Consideration and Mitigation

The City and the University agree that:

- (a) In consideration for the terms and conditions of this agreement, the University shall make annual payments to the City pursuant to the payment schedule attached as Exhibit "K" commencing on December 1, 2010. Provided that the City has satisfied the approval obligations of subparagraphs (i), (ii) and (vii) and the City fails to complete any of the approval obligations set out in this subparagraph on or before December 1, 2010, the first annual payment shall be paid to an agreed upon escrow agent paid by the University to be held in an escrow account for the benefit of the City, which escrow, plus any interest earned, shall be released to the City upon the completion of the last of the following approval obligations:*
- i. final action approving the Zoning Code amendments attached as Exhibit "D";*
 - ii. final action approving the Comprehensive Plan amendments attached as Exhibit "C";*
 - iii. final action approving the sale of alcohol at the Watsco Center and approval of an increase in the maximum permitted number of seats in accordance with the provision Paragraph 17;*
 - iv. final action vacating the internal roads in accordance with Exhibit "G" attached hereto, provided however, that in the event that the University fails to submit an application, together with a survey of the roads to be vacated on or before September 15, 2010, the vacation of the roads shall not be an approval obligation;*
 - v. final action conveying the Fire Station Property to the University in accordance with Exhibit "J";*
 - vi. final action conveying the internal waterways to the University in accordance with Exhibit "H"; and*
 - vii. final action granting a development order amending the campus Master Plan to authorize and approve the Health Center as a permitted use within the*

University Multi-Use Area. In all succeeding years, the annual payments shall be due on December 1 of each year.

- (b) The payments in consideration for the conveyance of internal streets and waterways provided for in Paragraph 21 and the re-conveyance of the Fire Property in Paragraph 22 and as mitigation for the uses and intensities of use authorized in Paragraph 14, which payments are in addition to the University's obligations under UMCAD 2006, Ordinance 2007-16. The University agrees that the payments provided for in this Paragraph do not entitle the University to a credit of any kind against the obligations of UMCAD 2006, Ordinance 2007-16 or against conditions of approval for any future modifications, changes or amendments to the Campus Master Plan.*
- (c) The Campus Master Plan as amended by UMCAD 2006, Ordinance 2007-16 (and by this Agreement) shall remain in full force and effect and shall be deemed for all purposes to be the approved and adopted Campus Master Plan ("Campus Master Plan") if and when the City adopts the University Campus zoning district ("Zoning District Code") in accordance with the draft attached hereto as Exhibit D. Future Regional Traffic Studies shall be conducted pursuant to the methodology developed for the 2007 Regional Traffic Study and Concurrency which is attached hereto as Exhibit "L".*
- (d) All rights, obligations, conditions of approval and mitigation obligations imposed in connection with the adoption of Ordinance 2007-16 shall remain in full force and effect unless modified by future City action or performed (or satisfied) by the University.*
- (e) If and when the City adopts the University Campus District in accordance with the form of the draft attached hereto as Exhibit D, changes and amendments to the Campus Master Plan shall be governed by the UCD Zoning District.*
- (f) If and when a change or amendment to the Campus Master Plan is approved at the request of the University, the City may impose reasonable conditions of approval to mitigate the net new traffic impacts caused by the change or amendment at the time of issuance of a building permit.*
- (g) The University agrees to reimburse the City for the reasonable cost of any professional consultants, including planners, economists, engineers, public safety/security experts and attorneys required by the City with regard to any request, application, report or other submission by the University in the implementation of this Agreement and all actions related thereto, including any amendments to the Campus Master Plan or this Agreement; and in the defense of any challenge by a party other than the University to this Agreement or any City action taken pursuant to this Agreement. The City agrees that it will comply with*

its procurement code and regulations. Furthermore, the City agrees to require a Favored Nations Clause from such consultants to the effect that prices charged the City shall not exceed the prices charged to other clients for the same or substantially similar and comparable items or services under similar circumstances and conditions. The City agrees to give the University prompt notice that the City has engaged a professional consultant other than an attorney. In addition, the City agrees to require that all consultants provide the City with monthly bills, which the City agrees to review and approve and to promptly forward to the University. The City agrees, prior to authorizing any legal services to be reimbursed pursuant to this subparagraph, to provide the University with a budget for such services for review and approval, which approval shall not be unreasonably withheld. In the event the scope or cost of the required legal services is to be modified, the City agrees to submit a revised budget to the University. The University and the City agree that the provisions of this subparagraph shall not serve to prevent the continued reimbursement of the City's present consultants through and until December 1, 2010.

Status:

On December 1, 2020, the University paid consideration in the amount of \$1,025,000 per City's wire instructions.

b. Non-Monetary Obligations

Sec. 6 – Gables Fellows Programs

Sec. 6 of the Development Agreement provides as follows:

6. Gables Fellows Program.

- (a) The University and the City agree to create and establish an annual student internship to be known as Gables Fellows (“Gables Fellows Program”) for students with a demonstrated commitment to public service, local government, planning, architecture, and economic development.*
- (b) The Gables Fellows Program shall be the University’s preeminent undergraduate internship program with the City of Coral Gables for local government scholarship. At its start, it shall be administered through the Office of the Provost in conjunction with the University’s Center for Civic Engagement (the “Center”).*
- (c) The City, leadership from the University, and the Office of the Provost, shall develop the criteria for acceptance into the Gables Fellows Program, shall conduct an application process, and shall interview eligible candidates. The criteria shall seek to attract the best and brightest candidates. The City and the University shall review the Gables Fellows Program and amend the criteria on each fifth-year anniversary of this Agreement.*
- (d) The University shall nominate appropriate candidates for the Gables Fellows Program at the end of each Spring Semester.*
- (e) From this list of nominees, the City shall select one (1) student as a Gables Fellow for the upcoming Fall Semester and one (1) student as a Gables Fellow for the following Spring Semester.*
- (f) Gables Fellows will perform various functions in City departments as mutually agreed by the City and University.*
- (g) The City and the University agree that the Gables Fellows internship program shall comply with all applicable University regulations regarding internship/work study programs. The University shall pay a Gables Fellow an hourly rate determined by the University commensurate with the quality of the program and its fellows.*
- (h) Gables Fellows shall be evaluated at the conclusion of each semester by both the University and the City. If appropriate, each Gables Fellow shall receive an appropriate plaque and letter of recommendation.*

Status:

Hannah Rosa served as the Gables Fellow for the Fall 2020 and Spring 2021 semesters.

Sec. 7 – Lecture Series

Sec. 7 of the Development Agreement provides as follows:

7. University of Miami's Coral Gables Lecture Series.

- (a) *The City and the University agree to establish an annual lecture program to be entitled the UM's Coral Gables Lecture Series featuring members of the faculty of the University and distinguished speakers in lecture and panel presentations ("UM Lectures"). UM Lectures will be given six (6) times year.*
- (b) *The City and the University agree that the UM Lectures may be presented on the UM Campus or off of the UM Campus at venues that are mutually agreed upon by the City and the University.*
- (c) *The City and the University agree that the UM Lectures will be presented free of charge to Coral Gables residents and that the University shall be responsible for all aspects of the content of the UM Lectures including the cost, if any, of speaker fees.*
- (d) *When the UM Lectures are presented at off-campus venues, the City shall cover the costs of the venue and all associated costs including insurance and security. When the programs are presented on-campus, the University shall cover the associated costs, including insurance and security.*

Status:

The six required lectures plus thirteen additional lectures have been held. All the lectures are described below:

- Southern Glazer's Distinguished Leaders Lecture featuring Jorge Paulo Lemann, Brazilian businessman, Via Zoom Meeting on September 3, 2020;
- UM Libraries Presents Deep Dives into Special Collections: *Selling Some Sand- The Marketing of Miami Beach*, Via Zoom Meeting on September 10, 2020;
- Cuban Heritage Collection, *El Efecto Mariel, Part 3: The Exile Community Responds: Solidarity and Stigmatization*, Via Zoom Meeting on September 17, 2020;
- Southern Glazer's Distinguished Leaders Lecture featuring Alex Azar II, Secretary, U.S. Department of Health and Human Services, Via Zoom Meeting on October 8, 2020;
- 2020 Distinguished Alumni Lecture Series: *The role of media in an election year*, Via Zoom Meeting on October 8, 2020;
- Humanities Hour: *Slavery's Emancipation: A Rashomon Effect*, Via Zoom Meeting on October 12, 2020;

- Webinar Series: *The Mariel Effect: Social and Racial Tensions in South Florida in the Wake of the Boatlift*, Via Zoom Meeting on October 15, 2020;
- Knight Venture Leaders Series featuring, Eric Yuan, Founder and CEO of Zoom Video Communications, Via Zoom Meeting on October 20, 2020;
- Virtual Distinguished Leaders Lecture featuring Brian Moynihan, Chairman of the Board and CEO, Bank of America, Via Zoom Meeting on October 28, 2020;
- The Miami Herbert Business School 9th Annual Health Care Industry Impact Conference, *The Business of Health Care: The Social, Political, & Economic Determinants of Health*, Via Zoom Meeting on October 30, 2020;
- Women of the U: Exemplifying Gratitude and Grace, Via Zoom Meeting on November 12, 2020;
- Cane Conversations: *Science Communicators and the Impact of Intersectionality on the Environment and STEM*, Via Zoom Meeting on November 18, 2020;
- 2021 Distinguished Alumni Lecture Series: The Future of the Supreme Court, Via Zoom Meeting on February 16, 2021;
- School of Education and Human Development Virtual Discussion, *Time for Change: Post Inauguration...Now What?*, moderated by Dr. Guerda Nicolas, via Zoom Meeting on February 24, 2021;
- Sea Secrets Lecture Series: *Climate Change 2021- Managing Floods, Heat, and Fires to Keep People and Nature Safe*, Via Zoom Meeting on March 9, 2021;
- UM Libraries: *Reefs, Wrecks, and Rascals- The Pirate Legacy of the Spanish Main*, Via Zoom Meeting on May 20, 2021;
- Southern Glazer's Distinguished Leader Lecture Series featuring Sal Khan, Founder and CEO of Khan Academy, Via Zoom Meeting on June 2, 2021;
- UM Libraries: *El Archivo de Connie and Other Stories- A Conversation with Anne Veltfort*, Via Zoom Meeting on June 10, 2021; and
- Herbert Half Hour Featuring Sara Nelson, International President, Association of Flight Attendants, Via Zoom Meeting on July 21, 2021.

Sec. 8 – Performance and Concert Series

Sec. 8 of the Development Agreement provides as follows:

8. University Performance and Concert Series.

- (a) The City and the University agree to co-host a concert series comprised of four (4) concerts annually featuring student and faculty performers (“UM Concert Series”).*
- (b) The City and the University agree that the UM Concert Series may be presented on the UM Campus or off of the UM Campus at venues that are mutually agreed upon by the City and the University.*
- (c) The City and the University agree that the UM Concert Series shall be free of charge to Coral Gables residents and that the University shall be responsible for all aspects of the content of the concerts. The University shall make available to the City an appropriate allocation of free tickets for each concert and it shall be the City’s sole responsibility to distribute the tickets. Any tickets that are not distributed within three (3) days of an event shall be returned to the University. Each ticket recipient shall provide the City with his or her name, address and e-mail address, if available.*
- (d) When the concerts are presented at venues off the UM Campus, the City shall cover the costs of the venue and all associated costs including insurance and security. When the programs are presented on-campus, the University shall cover the associated costs, including insurance and security.*
- (e) The University agrees to be responsible for the cost of talent for concerts presented on campus and off-campus.*
- (f) In addition to the four (4) concerts referenced above in subparagraph 8(a), the University shall present two (2) cultural programs that shall feature performances or exhibitions open to Coral Gables residents. The intent of this subparagraph (f) is to provide programming in the cultural arts in addition to musical performances. By way of illustration, dramatic presentations, poetry readings, photography, painting, or sculptural exhibitions are the types of programs that are intended to be presented in accordance with this subparagraph (f). The choice of venue, provision of content, and covering of the costs for these programs shall be the sole responsibility of the University.*

Status:

The 4 required concerts plus have been held. All the concerts are described below.

Concerts:

- Frost Symphony Orchestra, A Tribute to Gregory Card, via Youtube Channel, on September 20, 2020;
- Frost Music Live! Chamber Music Program Presents: Mnozil Brass in Concert, Virtual Concert via Youtube Channel on March 14, 2021;
- Frost New Music Festival, A Year in Review, Virtual Concert via Youtube Channel on May 5, 2021; and
- Frost Bands- Variations on America, Virtual Concert via Youtube Channel on May 23, 2021.

The 2 required cultural programs plus eight additional cultural programs were held. All the cultural programs are described below.

Cultural Programs:

- Lowe's Art of Mindfulness Sessions: 30-minute guided practice with 10-minute reflection and Q & A, Via Zoom Meeting offered on Tuesdays;
- Lowe Connects: *Are We There Yet?* A Presentation by the de la Torre Brothers, Via Zoom Meeting on November 12, 2020;
- Audrey R. Finkelstein UM Experience: *Combatting Pandemic Brain Fog- Strengthening Attention and Resilience with Mindfulness Training*, Via Zoom Meeting on November 12, 2020;
- Lowe Connects: Allison Zuckerman: Research and Practice, Via Zoom Meeting on December 4, 2020;
- Music, Memory, Monuments: A Roundtable Discussion on Historical Names and Symbols, Via Zoom Meeting on February 9, 2021;
- One Book, One U: *So You Want to Talk About Race?* Featuring Ijeoma Oluo, Via Zoom Meeting on February 18, 2021;
- *You're Cooking What?* A Culinary Journey Through Special Collections, Via Zoom Meeting on March 25, 2021;
- Office of Sustainability: *The Atala Butterfly Resurgence at Lakeside Village*, Via Zoom Meeting on April 23, 2021;

- Cane Biz: How to Survive, Thrive and Grow with the U, Via Zoom Meeting on April 29, 2021; and
- Fashioning Special Collections: *A Catwalk Through the Rare Books and Archives*, Via Zoom Meeting on July 28, 2021.

Sec. 10 – “Meet the Docs” Health Care Program

Sec. 10 of the Development Agreement provides as follows:

10. “Meet the Docs” Health Care Program.

The City and the University agree that a regular program addressing health care issues would be of substantial value to the City and its residents (“Meet the Docs”).

The University agrees to establish and present a quarterly Meet the Docs program to be held on the UM Campus or off of the UM Campus at venues mutually agreed upon by the City and the University.

When the Meet the Docs programs are presented at off-campus venues, the City shall cover the costs of the venue and all associated costs including insurance and security. When the programs are presented on-campus, the University shall cover the associated costs including insurance and security. The presentation of content at these lectures shall be the sole responsibility of the University.

The City and the University recognize and acknowledge that the intention of this Paragraph is to address in an introductory or lecture fashion a wide range of health care issues of current interest. It is not the intent of the “Meet the Docs” program to provide actual medical care or diagnosis to any individual.

Status:

The 4 required “Meet the Docs” lectures have been held. The lectures are described below.

- Health Talks: *How to Make the Most of Your Telemedicine Consultation*, Via Zoom Meeting on October 28, 2020;
- COVID-19 and Cancer: A Virtual Open Forum for Patients and Families, Via Zoom Meeting on March 8, 2021;
- SHARE Lecture Series- *Simulation for Patient Safety: Opportunities and Collaboration*, Via Zoom Meeting on March 17, 2021; and
- 10th Annual Business of Health Care Conference: *Policy, Politics and Pandemic – U.S. and Beyond*, Via Zoom Meeting on April 16, 2021.

Sec. 12 – Hurricane Athletic Tickets Program

Sec. 12 of the Development Agreement provides as follows:

12. Hurricane Athletics Ticket Program.

- (a) *The University and City agree to establish a Hurricane Athletics Ticket program to promote men’s and women’s team sports to City residents (“Ticket Program”). All tickets referred to in this Paragraph shall be for home games.*
- (b) *The University agrees that Hurricane Athletics will establish a “Buy One, Get Two Free” Ticket Program for one home football game, designated by the University as “Coral Gables Day,” during the regular season. The game will be a conference game or a mutually agreed upon non-conference game. Proof of residency will be required at the time of purchase. Tickets will be made available for purchase two weeks prior to the Coral Gables Day game. All available tickets, excluding suites and club seating, will be made available for purchase as part of the “Buy One, Get Two Free” program. Each ticket recipient shall provide the University with his or her name, mailing address, and e-mail address, if available.*
- (c) *The University also agrees to provide 1,000 general admission tickets free of charge for each of the following programs; men’s basketball, women’s basketball and men’s baseball. A minimum of one-half of the tickets to each program shall be against a conference opponent which are selected by the University during the regular season of men’s and women’s basketball and men’s baseball. Proof of residency will be required at time of pick up. Two tickets will be distributed for free per household until a maximum of 1,000 is reached.*
- (d) *Ticket sales and distribution will be managed by the University of Miami’s Athletics Tickets Office located at the Hecht Athletics Center. The distribution of the tickets for the football, men’s and women’s basketball and men’s baseball games will be the sole responsibility of the University.*

Status:

Football: Due to restricted capacity at Hard Rock Stadium caused by the Covid-19 pandemic, the 2020 football season Buy 2 Get 1 Free ticket allocation was not provided.

Men’s Basketball: Due to a no spectator policy at the Watsco Center caused by the Covid-19 pandemic, the 2021 men’s basketball resident ticket allocation was not provided.

Women's Basketball: Due to a no spectator policy at the Watsco Center caused by the Covid-19 pandemic, the 2021 Women's Basketball season ticket allocation was not provided.

Baseball: Due to restricted capacity at Alex Rodriguez Park caused by the Covid-19 pandemic, the 2021 baseball resident ticket allocation was not met.

The Covid-19 pandemic constitutes a force majeure event under Section 50 of the Development Agreement. In the future, provided the pandemic is stabilized and applicable laws and health guidelines permit the resumption of normal volumes and levels of experiences, the University anticipates that this obligation will be fulfilled.

Sec. 17 – Watsco Center Ticket Program

Sec. 17 of the Development Agreement reads as follows:

17. Notwithstanding any prior City restriction, regulation, or approval, the City and the University agree as follows:

(c) Upon the build-out of the additional seats described in paragraph (a) above as measured by the issuance of a certificate of completion, the University shall make available free of charge to Coral Gables residents \$20,000 worth of tickets each calendar year for events at the Watsco Center . Where tickets for events do not contain a face value, the University may impute a fair value to such tickets and the City is free to accept or reject such tickets. Rejection of such tickets does not relieve the University of the obligations under the provisions of this paragraph. The selection of the events shall be in the sole discretion of the University. The distribution of the tickets shall be the sole responsibility of the City and the City agrees to establish a program for the public distribution of the tickets. Each Coral Gables resident receiving a free ticket shall furnish the City with appropriate identification to demonstrate residency together with a mailing address and email address (if available).

Status:

Program does not go into effect until additional seats are installed at Watsco Center.

Sec. 9 – Ponce de Leon Beautification Project

Sec. 9 of the Development Agreement provides as follows:

9. Ponce de Leon Boulevard Beautification Improvements

- (a) The City and the University agree that the beautification of the Ponce de Leon Boulevard between Red Road and the intersection of Ponce de Leon Boulevard and LeJeune Road is beneficial to the University, the City and its citizens.*
- (b) The City agrees to design and install beautification improvements for Ponce de Leon Boulevard between Red Road and the intersection of Ponce de Leon Boulevard and LeJeune Road. The City agrees to coordinate the design of the beautification improvements in consultation with the University.*
- (c) The City agrees that the City will be responsible for the cost of the Ponce de Leon beautification improvements between Granada and the intersection of Ponce de Leon Boulevard and LeJeune Road.*
- (d) The University agrees to contribute up to \$100,000 to the cost of the Ponce de Leon Boulevard beautification improvements between Red Road and Granada.*
- (e) The University's financial contribution is payable: (i) upon reasonable advance written notice from the City; and (ii) if and when the City commences construction of the beautification work more particularly described in subparagraph (b) above.*
- (f) The City shall be solely responsible for maintaining the improvements constructed in accordance with this Paragraph 9.*

Status:

The University's financial contribution is not due until the City requests said financial contribution in writing and commences construction of the Ponce de Leon beautification work. The City adopted Resolution No. 2012-57 on March 13, 2012 authorizing the purchase and installation of landscape materials in the medians along Ponce de Leon between Red Road and LeJeune Road, with the University's portion indicated at \$59,486. The City installed the landscaping and requested said financial contribution from the University. The University paid the City said amount on October 25, 2013.

Sec. 11 – Consulting Services

Sec. 11 of the Development Agreement provides as follows:

11. Consulting Services

The University will provide, at its expense, up to eighty (80) hours per year of consulting services to the City in areas such as information technology, procurement, architecture and design and business processes. Specific consulting projects will be by mutual agreement. The University will provide an estimate of non-labor expenses in advance of a project; said expenses will be the responsibility of the City. Unused hours in any calendar year may not be carried over to subsequent years.

Status:

Traditionally this requirement has been satisfied through the University providing services and assistance in connection with the City's annual 4th of July festivities which were cancelled in 2021 to ensure the health and safety of the residents during the COVID-19 pandemic.

Sec. 13 – Student Enrollment

Sec. 13 of the Development Agreement provides as follows:

13. Student Enrollment.

(a) The enrollment of full-time equivalent undergraduate degree-seeking students enrolled in classes on the UM Campus (“Student Enrollment”) has historically varied between approximately 9,000 and 11,500. For the purposes of this Agreement, the baseline student enrollment (“Baseline Enrollment”) is 10,000 and the number of beds as of the Effective Date of this Agreement is 4,845.

(b) If and when, Student Enrollment reaches 12,000, the University shall submit a report for review and approval by the City (“Enrollment Reporting Threshold”) identifying: (i) the number of Student Enrollment; (ii) the number of beds constructed on the UM Campus since the Effective Date; (iii) all traffic mitigation implemented by the University from the Effective Date, and (iv) a proposed plan that addresses any unmitigated traffic impacts caused by an increase in Student Enrollment between 12,000 and 13,000. Each year thereafter, the University shall submit an Enrollment Report thirty (30) days following commencement of the Fall Semester.

(c) The University agrees that if and when Student Enrollment on the UM Campus exceeds 13,000 (“Undergraduate Enrollment Mitigation Threshold”) the following provisions shall apply:

(i) The University shall submit an application for an amendment to this Agreement which addresses the net new impacts not previously mitigated caused by the increase in Student Enrollment above the Undergraduate Enrollment Mitigation Threshold. The Undergraduate Enrollment Threshold shall be subject to a credit as described in Paragraph 13c(ii) below.

(ii) For each new bed of student housing developed by the University on the UM Campus after the Effective Date (as evidenced by a certificate of occupancy), the University shall receive a one/half student-to-one bed on campus credit (“On-Campus Housing Credit”) adjustment to its mitigation obligations arising under 13c (i) above. The purpose of the On-Campus Housing Credit is to encourage the University to house its students within the UM Campus. To illustrate the intention of the On-Campus Housing Credit, if the University develops six (6) beds of on-campus student housing after the Effective Date, then the University mitigation obligations shall be calculated based on a net increase of Student Enrollment by three (3). The On-Campus Housing Credit shall be limited solely to the provisions of this Paragraph 13.

(iii) The On-Campus Housing Credits shall only be effective for potential increases in Student Enrollment from 12,000 to 13,000.

Status:

The University's obligation to report Student Enrollment is not triggered until such time as the Student Enrollment, as defined in the Development Agreement, reaches 12,000. Attached hereto as Appendix 11 is the Student Enrollment Report for the Fall Semester 2020, dated August 11, 2021, prepared by the Office of Planning, Institutional Research, and Assessment of the University showing that the current Student Undergraduate FTE Enrollment is 10,954 students which is under 12,000.

Sec. 14 – Uses, Intensity of Use, Public Facilities, Reservations

Sec. 14 of the Development Agreement provides as follows:

14. Uses, Intensity of Use, Public Facilities, Reservations.

- (a) Generally. The City agrees that with applicable approvals the UM Campus can be developed with a maximum Gross Floor Area of 6.8 million square feet of University-related uses.*
- (b) The City agrees that the following uses and activities shall be authorized on the UM Campus subject to the provisions of this Agreement: classrooms; lecture halls; research laboratories, offices, and related research facilities; dormitories; residential; administrative and faculty offices; social, cultural, charitable and community facilities; government uses; camps; recreational and athletic facilities; commencement and graduation ceremonies; outdoor teaching and recreational uses; parking lots and garages; theaters; concert halls, arenas and collaboration and conference centers; museums, galleries and exhibition areas; libraries; religious facilities; private clubs, fraternities and sororities; commercial retail uses, food services, personal services, and entertainment uses intended to principally serve on campus needs; maintenance activities; greenhouses, outdoor eating and seating facilities; amateur radio, satellite earth stations, and telecommunication facilities; emergency phones, lighting and surveillance systems and other public safety facilities and temporary uses.*
- (c) University Multi-Use Area. In addition to the uses listed in subparagraph 14(b), the following uses are permitted: conference center, office, lodging, commercial/retail and medical/healthcare uses intended to serve the University's needs and the broader needs of the general public.*
- (d) The maximum permitted heights of buildings on the UM Campus remain unchanged by this Agreement and are expressly set forth within the UMCAD approvals as amended.*
- (e) No new public facilities are necessary to service the intensity of use referenced in subparagraph (a) above, except as provided for in Paragraphs 24 and 25 of this Agreement.*
- (f) No new reservation or dedication of land is necessary for public in connection with the development referenced in subparagraph (a) above.*
- (g) In light of the express provisions of this Agreement, no new terms, conditions, restrictions, or other requirements are necessary to assure the public health, safety, and welfare of the citizens of Coral Gables.*

(h) The City finds that the development permitted by this Agreement is consistent with the comprehensive plan.

Status:

The City's Adopted Comprehensive Plan and the University Campus District regulations comply with this Section. No further action is required from the University in accordance with this Section.

Sec. 18 – Miscellaneous Uses and Temporary Occupancies

Sec. 18 of the Development Agreement provides as follows:

18. Miscellaneous Uses and Temporary Occupancies

The City and the University agree that within the corporate limits of the City:

- (a) Unless expressly approved by an amendment to this Agreement, University Campus Serving Uses, including but not limited to: academic programs, academic uses and activities; instructional uses and activities, and student housing facilities (collectively, “University Academic Uses”) shall be permitted to be established only within the boundaries of the UM Campus. In the event that this Agreement is amended to authorize University Campus Serving Uses, including but not limited to University Academic Uses, outside of the UM Campus, such University Campus Serving Use and the property to be used shall be listed in subparagraph (g) of this Paragraph. In the event that the University no longer owns or leases the property listed in subparagraph (g) the authorization shall be deemed to be terminated and to be of no further legal force and effect.*
- (b) Conferences, symposia, institutes and the like sponsored in whole or in part by the University shall be permitted in off-campus commercial establishments with conference facilities, meeting rooms and/or overnight accommodations, located outside of the UM Campus. The activities authorized by this subparagraph shall not exceed fourteen (14) days, unless approved by the City Manager upon a determination that the proposed activity does not constitute a University Academic Use, in the City Manager’s discretion.*
- (c) Nothing in this paragraph shall be construed to prohibit temporary occupancy of hotels and other overnight accommodations which are located outside the UM Campus by students awaiting dormitory assignments or participating in athletic and/or other special events, on or off campus, provided however, no such occupancy shall not exceed a single semester unless approved by the City Manager or his designee. The University agrees to provide the City with a report with regard to the students in temporary occupancy pursuant to this subparagraph no later than three (3) weeks after the start of each semester.*
- (d) Notwithstanding the provisions of subparagraph 18(a), occupancies to accommodate the University’s Academic Uses shall be permitted on a temporary basis outside of the UM Campus during the repair, renovation, design, planning and construction, rehabilitation or redevelopment of on-campus facilities, provided that: i) the University provides written notice to the City of its establishment of the temporary occupancy including the nature of the use and the location of the facilities where the use is to be established, ii) no temporary*

occupancy shall be permitted in a single family zoning district except for the use of single family residences for single family purposes, iii) the zoning district in which the temporary occupancy to be established permits the class of use to be established (e.g. no office of any type in a residential zoning district); and iv) the temporary occupancy does not exceed three (3) years, unless an additional term is requested for good cause shown and approved by administrative order of the City Manager in the discretion of the City Manager.

(e) Nothing in this paragraph shall be construed to prohibit UM students from participating in community-based charitable, clinical and social service projects and programs outside of the UM Campus. To illustrate the intention of this paragraph 18(d), students of the University from time to time provide and participate in providing legal aid assistance, clinical and social work type counseling, charitable, and like missions and services throughout the community including the City. Nothing within this paragraph 18 should be construed to limit or prohibit UM students from participating in these types of activities. Nothing in this Agreement shall be construed to allow the University to establish University Academic Uses outside of the UM Campus.

(f) Nothing within this Agreement should be construed to affect or determine, in any way, the University's right to own or use land or buildings which are located outside of the UM Campus and not expressly addressed herein. Nothing in this Agreement is intended to be, nor shall be construed to be, a waiver, release, compromise, abandonment, or precedent by the City or the University with regard to uses outside of the UM Campus.

(g) The University is authorized to use the following property for University Campus Serving Uses, including but not limited to Academic Uses together with all permitted uses under the City Code: (1) 5915 Ponce de Leon Boulevard Coral Gables FL 33146 (Metro Tax Assessor Folio No 03-4130-009-0250).

Status:

(1) Pursuant to Ordinance No. 2014-11 adopted May 13, 2014 the City amended Paragraph 18 of the Development Agreement that governs the Miscellaneous Uses and Temporary Occupancies to provide that the University may make use of property within the corporate limits of the City, and to include the property commonly known as the Plumer Building, at 5915 Ponce de Leon Boulevard, Coral Gables Florida. Attached hereto as Appendix 12A is Ordinance No. 2014-11.

(2) During the 2020 academic year, no students were assigned temporarily to any off-campus facility within the corporate limits of the City of Coral Gables. There have been no other uses or activities, on campus or off-campus that require the submittal of reports or the approval of the City Manager. Attached hereto as Appendix 12B is the

Miscellaneous Uses and Temporary Occupancies Report for the 2020-2021 school year, dated August 12, 2021 prepared by the Department of Housing and Residential Life of the University.

Sec. 20 – Mobility Plan

Sec. 20 of the Development Agreement provides as follows:

20. Mobility Plan.

(a) The University shall submit for and review and approval by the City Manager a Mobility Plan on or before June 1, 2011. The Mobility Plan shall be consistent with the Mobility Element of the City's Comprehensive Plan and shall identify specific programs to promote the use of alternative modes of transportation other than the single occupant automobile including walking, bicycles, intra-campus shuttles, transit, van pools, car pools, parking management strategies and programs designed to reduce external trips and shorten trips lengths wherever possible. The Mobility Plan shall provide for management programs for on-campus parking. The Mobility Plan shall establish measurable targets for various modes of travel and identify sources and means for achieving those targets. The University agrees to implement the approved Mobility Plan as soon as practicable after the approval of the Plan by the City and throughout the term of this Agreement. The University may propose amendments to the Mobility Plan from time to time, subject to review and approval by the City Manager, or his designee.

(b) The University agrees to prepare an annual report on the University's progress with regard to the implementation of the Mobility Plan with specific references to the measurable targets for various modes of travel.

Status:

The University of Miami Mobility Plan submitted by the University to the City on June 1, 2021 is attached hereto as Appendix 13.

Sec. 23 – Encroachments

Sec. 23 of the Development Agreement provides as follows:

23. Encroachments.

The City and the University agree to undertake a study of all University improvements on the UM Campus to determine whether any of the University's improvements and or buildings encroach on City property including rights of way. The study shall be prepared by the University and submitted to the City for review and acceptance. The City and the University agree that in the event the study identifies any encroachments, the University shall have the option of removing or not removing any such encroachments, provided that for any encroachment which the University determines not to remove, the City agrees to grant and the University agrees to accept, an easement of use to maintain such existing improvements which encroach on City property including rights of way. The University agrees that it will indemnify, defend and hold the City harmless from and against any and all loss, expense damage and liability resulting from the claims arising out of or resulting from the encroachments as provided for in this Paragraph. The City and the University agree that upon completion of the study and the grant of easements of use, the University shall prepare a sketch of the University Campus updated to reflect all existing easements, encroachments or any encumbrances identified pursuant to this Paragraph. The City and the University agree that the sketch of the University Campus shall be completed on or before the second anniversary of the Effective Date of this Agreement.

Status:

The Encroachment Study attached hereto as Appendix 14 was submitted by the University to the City on June 1, 2011.

No further action is required regarding this item.