

## Executive Summary

### Modular Classroom Agreement with the City of Parkland

Mira Lago West Lennar, LLC, Lennar Homes, LLC, Richmond American Homes of Florida, LP, and Standard Pacific of Florida and their respective assignees, collectively referred to as "Developers" are the owners/developers of various properties located in the City of Parkland ("City"), which are planned for residential development, and which will generate additional students into Broward County Public Schools located in the City. The Developers have entered into separate agreements with the City, which require them to make payment into a City fund. In order to accommodate for the increase in students in the City, the Modular Classroom Agreement proposes that in exchange for payment of funds in the amount of two million and twenty five thousand dollars (\$2,025,000) from the City fund to the School Board, the School Board shall construct, maintain, and operate eight (8) permanent modular classrooms ("Modular Classrooms") at one or more public schools located within the corporate limits of the City, and remove eight (8) portable classrooms at a location of the School Board's sole discretion as long as the location is within the North School Impact Fee Service Area, which also includes the corporate limits of the City.

The timing and amount of each payment for the modular classrooms is structured on the anticipated deficit number of students at the schools impacted by the subject properties based upon the 2014/15 – 2018/19 Five-Year student enrollment projections and the schools' September 2013 Florida Inventory of School Houses (FISH) capacity numbers. Per the Agreement, three payments are scheduled, one for \$425,000 on February 15, 2014, and one for \$725,000 on May 15, 2014, which will result in 4 modular classrooms to be completed by August 2015; and one final payment for \$875,000 on February 15, 2015 to fund an additional 4 classrooms to be completed by August 2016. It should be noted that the Modular Classroom Agreement includes a provision to address any change in the cost per modular classroom (currently \$250,000 per classroom) to ensure that the School Board is only obligated to construct the maximum number of modular classrooms that can be fully funded by the payments covered in the Agreement. In the event the payments are insufficient to complete the modular classrooms called for in the Agreement, the City shall not be required to pay the balance of the payments to the School Board and the School Board shall return the balance, if any, of the unused or unapplied payments to the City on or before December 31, 2016. The City's obligation to pay the payments to the School Board is conditioned upon and subject to the payment of the payments by the Developers to the City.