Interlocal Agreement

Between

Lake County
And
Lake County School Board
And
Municipalities

For

School Facilities Planning and Siting

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STATUTORY BASIS AND INTENT

This is an interlocal agreement for public educational facility planning and siting in Lake County. This agreement is made and entered into this ____ day of _____, 2006, by and between the Board of County Commissioners of Lake County, a political subdivision of the State of Florida, ("County") and the School Board of Lake County, Florida, a public body corporate, ("School Board"), and the municipalities of Astatula, Howey in the Hills, Tavares, Mount Dora, Eustis, Umatilla, Leesburg, Lady Lake, Fruitland Park, Minneola, Mascotte, Groveland, Clermont, and Montverde ("Cities").

WHEREAS, an interlocal agreement was initially executed in 2003, and has been updated to reflect changes in the state concurrency legislation relating to public schools as provided in Laws 2005, c. 2005-290 ("S.B. 360"), which became effective July 1, 2005; and

WHEREAS, the County, the Cities and the School Board recognize their mutual obligation and responsibility for the education, nurturance and general well-being of the children of Lake County; and

WHEREAS, it is mutually beneficial for the County, the Cities and School Board to support efforts that facilitate coordination of planning for the location and development of public educational facilities to serve the children of Lake County and to ensure that the impacts of new development occur only in accordance with the ability of the County, the Cities and School Board to maintain adequate level of service standards; and

WHEREAS, Sections 1013.33(1), 163.31777, and 163.3180(13), Florida Statutes, require coordination of planning between the school boards and local governing bodies to ensure that new or expanded public educational facilities are coordinated in time and place with plans for residential development concurrently with other necessary services; and

WHEREAS, Section 1013.33(10), Florida Statutes, requires that the location of public educational facilities shall be consistent with the comprehensive plan of the appropriate local governing bodies and any applicable implementing land development regulations, to the extent that the regulations are not in conflict with, or the subject regulated is not specifically addressed by this Chapter 1013, or the State Uniform Building Code, unless mutually agreed by the County, the Cities and the School Board; and

WHEREAS, Section 163.31777(1)(a) and 1013.33(2)(a), Florida Statutes, further require each county, all the non-exempt municipalities within the county, and the district school board to establish jointly the specific ways in which the plans and processes of the district school board and local governments are to be coordinated; and

WHEREAS, public schools should be provided in proximity to the actual and projected population of school age children to be served by such schools; and

WHEREAS, the County and the Cities have determined that schools define urban form and create a sense of place in a community and are the cornerstones of effective neighborhood design and a focal point for development of neighborhood plans and improvements including, but not limited to, parks, recreation, libraries, children's services and other related uses; and

WHEREAS, the School Board has determined that the location of schools, as part of stable and well designed neighborhoods enhances, educational programs, encourages community support and supports safe, secure and effective educational environments for the children that utilize these facilities; and

WHEREAS, the County and the Cities are responsible for planning for and providing other essential public facilities and are committed to provide such facilities in support of public school facilities and programs; and

WHEREAS, the School Board, the County and the Cities have mutually agreed that coordination of School Board facility planning and planning for the County and the Cities is in the best interests of the citizens of Lake County; and

WHEREAS, section 163.3180 (13), Florida Statutes, requires the County, the Cities and School Board to implement a school concurrency program; and

WHEREAS, the County, the Cities and the School Board are mandated to enter into this Interlocal Agreement pursuant to Section 163.01, Section 163.3177(6)(h)2, Section 163.3180(13)(g), and Section 1013.33(2)(a), Florida Statutes,; and

WHEREAS, sections 163.31777 and 163.3180(g), Florida Statutes, sets the school concurrency requirements that must be implemented through interlocal coordination between the County, the Cities and the School Board; and

WHEREAS, the County, the Cities and the School Board have met and coordinated with respect to the statutory requirements for a countywide, uniform school concurrency program; and

WHEREAS, the School Board is obligated to maintain and implement a financially-feasible, 5-year capital facilities program based on the level of service standards provided for in this Agreement; and

WHEREAS, the County and the Cities are required to amend their comprehensive plan and Land Development Regulations, as appropriate and necessary, in order to effectuate their obligations under this Agreement and state statute; and

WHEREAS, the School Board has a constitutional and statutory obligation to provide a uniform system of free public schools on a countywide basis; and

WHEREAS, the County and the Cities have the sole authority to undertake land use planning and to implement necessary land development regulations within their jurisdictions; and

WHEREAS, this Agreement neither is intended to nor does it delegate or transfer any land use planning or regulatory authority to the School Board.

NOW THEREFORE, be it mutually agreed between the School Board of Lake County and the Board of County Commissioners of Lake County and the cites of Astatula, Howey in the Hills, Tavares, Mt. Dora, Eustis, Umatilla, Leesburg, Lady Lake, Fruitland Park, Minneola, Mascotte, Groveland, Clermont, and Monteverde that the following requirements and procedures shall be utilized in coordinating land use and the siting of public school facilities:

Section 1 Coordination and Sharing of Information

Section 1.1 Joint Meetings

1.1.1 Staff of the County, the Cities, and the School Board shall meet at least quarterly to discuss issues regarding coordination of land use and school facilities planning, including such issues as population and student projections, levels of service, capacity, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support schools and ensure safe student access. The School Board staff shall be responsible for making meeting arrangements. Such meetings shall be held during the first two weeks of January, April, July and October each year[sm1].

1.1.2 The Lake County Educational Concurrency Review Committee shall meet at least annually, but more often as needed. The annual meeting shall be held during the first two weeks of December each year. The annual meeting will provide an opportunity for the Committee to hear reports, discuss policy and reach understandings concerning issues of mutual concern regarding school concurrency, coordination of land use and school facilities planning, population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The Superintendent of Schools or designee shall be responsible for making meeting arrangements and providing notification, including notice to the general public.

1.1.3 The Lake County Educational Concurrency Review Committee shall be composed of the following members: Sixteen members, with one representative from the Lake County School Board, one from the Lake County Board of County Commissioners, and one representative from each City. Members may be elected officials or citizens. Members of the Committee shall be appointed annually by each appointing body. The Committee shall elect a chair and a vice-chair and shall adopt such rules as it determines are

necessary. The Committee shall be subject to the Public Meetings Law and all meetings shall be duly noticed, open to the public, and duly advertised. Six members of the committee shall constitute a quorum

Section 1.2 Oversight Process

The effectiveness with which the Interlocal Agreement is being implemented shall be considered at the annual meeting described in Section 1.1.2. The staff representatives of each local government and the School Board, as described in Section 1.1.1, shall provide technical review and recommendations regarding any need for change to the provisions of the agreement. The workshop shall be publicly noticed and the agenda shall provide an opportunity for public input and comment. The representatives of each of the local governments and School Board will report back to their respective bodies with recommendations for any needed changes to this Agreement. The Committee shall prepare and adopt an annual report summarizing its findings and shall distribute such report to the County, all Cities and the School Board.

Section 1.3 Student Enrollment, Population Projections, Growth and Development Trends

1.3.1 In fulfillment of their respective planning duties, the County, the Cities, and the School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. The School Board shall be responsible for developing student enrollment projections and generation rates and the County shall be responsible for developing county-wide population growth projections. The School Board and County shall consult with the Cities in developing its projections. The School Board shall use the procedures set forth in Section 5.1.1 (2) in making any changes to the methodology of how these projections are made.

1.3.2 The School Board shall utilize both district-wide student population projections, which are based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, where available, and projections based on the Concurrency Service Areas (CSA) established in Section 5 of this Agreement. These projections may be modified by the School Board based on local development trends and data with agreement of the Florida Office of Educational Facilities and the SMART (Soundly Made, Accountable, Reasonable and Thrifty) Schools Clearinghouse. Such student population projections shall take into account students who are home schooled, who attend private schools, or who attend non-conversion charter schools.

1.3.3 Quarterly, the County and each City shall provide the School Board with a report on growth and development trends within their respective jurisdiction, by CSA, as provided in Section 5 of this Agreement. This report will be in tabular, graphic, and textual formats and shall be provided by January 15, April 15, July 15 and October 15 of each year for the quarter that ended on the last day of the previous month.

(1) The report shall include the following:

a. The type, number, and location of residential units which have received zoning approval or site plan approval, and if available, any phasing plans for such development;

b. Information, to the extent available, regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students;

c. The amount of school impact fees assessed by unit type, the unit of local government from which the fees were collected, the amount of impact fee revenues collected, and any pending changes to the school impact fee schedule;

d. The identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval.

e. Information regarding future land use map amendments which may have an impact on school facilities;

f. Building permits issued for the preceding quarter and their location; and

g. Updated population projections apportioned geographically.

1.3.4 The School Board will use the information described in Section 1.3.3 to allocate projected student enrollment geographically to make the most efficient use of public school facilities consistent with the School Board's adopted Delivery of Education Services Policy. The distribution of projected student enrollment will be presented at staff meetings and to the Committee described in Subsections 1.1.1 and 1.1.2.

Section 1.4 Local Planning Agency, Comprehensive Plan Amendments, Rezonings, and Development Approvals

1.4.1 A voting representative appointed by the School Board shall be included on County Land Planning Agency and Zoning Board and either a voting or non voting representative appointed by the School Board shall be included on each City Agency charged with recommending comprehensive plan amendments or zoning changes.

1.4.2 The County and each City shall provide the School Board notification of land use applications and development proposals filed with the County or City that may affect student enrollment, enrollment projections, or school facilities including subdivisions, rezonings, developments of regional impact, and other major residential or mixed-use development projects. If a public hearing is required, the notification must be provided at least 30 days prior to the first public hearing for consideration of the development application. If no public hearing is required, the notification must be provided at least 30 days prior to any action or decision to approve or deny the application.

Section 1.5 Co-location and Shared Use

1.5.1 The Collocation and shared use of facilities are important to the School Board and local governments. The School Board and each local government will look for opportunities to collocate or share the use of each entity's facilities. Opportunities for co-location and shared use will be considered for libraries, parks, recreational facilities, community centers, auditoriums, learning centers, museums, performing arts centers, stadiums, healthcare and social services, schools and other facilities. The School Board agrees to adopt a county wide policy which will require that all school facilities be made available for use by other governmental units when not being used for school purposes, and which requires local school administrators to comply with the countywide policy. Each municipality and the County agree to adopt entity wide policies requiring that all public facilities be made available for use by other governmental units when not being used for their primary purpose. All such use by any entity to this agreement shall be subject to reasonable time, manner and place regulations as may be adopted by the governing body of the owner of such facility. A separate agreement will be developed for each instance of collocation and shared use to address legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation or shared use.

1.5.2 At the time that any party to this agreement begins to plan a new facility or significant improvement to an existing facility, it shall notify other interested governments to engage a dialogue regarding collocation and joint use of facilities. At a minimum, the School Board shall notify the County and any municipality in proximity to the planned facility; the County shall notify the School Board and any municipality in close proximity to the planned facility; and a municipality shall notify the School Board, the County, and any other municipality in close proximity to the planned facility. The parties agree that prior to purchase of any land or facility intended for public use, the possibility for collocation of facilities will be explored with all potential parties in the proximity of the proposed site. Additionally, collocation of facilities shall be explored in the conceptual phase of all capital construction projects to ensure sufficient land is purchased to accommodate all potential uses. Where current facilities are located in close proximity, and joint usage agreements whether formal or informal exist, the individual parties agree to discuss and formalize said interlocal agreements to ensure affected parties are in agreement as to existing and future conditions and reasonable mutual assurances are established to minimize unnecessary or duplicative expenditure of public funds.

Barriers to existing collocation and joint use, whether perceived or physical, shall be removed to the maximum extent possible and a coordinated effort to improve existing opportunities shall be encouraged.

Section 2 Planning Process

Section 2.1 Educational Plant Survey

At least six months prior to preparation of the Educational Plant Survey, the staff representatives described in Subsection 1.1.1 shall provide input in the preparation of the Educational Plant Survey update. The staff representatives shall evaluate and provide input regarding the location and need for new educational facilities or significant renovation and expansion of existing educational facilities or closure of existing school facilities. The Educational Plant Survey shall reflect the CSAs as provided in Section 5 of this Agreement. Minor amendments to the Educational Plant Survey made each year shall not be subject to the requirements of this section, although the staff representatives shall make reasonable efforts to have amendments discussed at the quarterly staff meetings as provided in Subsection 1.1.1.

Section 2.2 Tentative District Educational Facilities Plan

2.2.1 Annually, the School Board shall submit a draft Tentative District Educational Facilities Plan to the County and Cities for review and comment 45 days prior to the public hearing for adoption by the School Board. The Tentative Educational Facilities Plan is defined in Chapter 1013.35 as "the comprehensive planning document prepared annually by the district school board and submitted to the Office of Educational Facilities and SMART Schools Clearinghouse and the affected general-purpose local governments". The plan shall be consistent with the requirements of Section 1013.35, Florida Statutes, and shall include the projected student population apportioned geographically by CSA.

2.2.2 The plan also shall include a financially feasible district facilities work program ("Work Program") for the subsequent 5-year period, each year adding an additional "fifth year." The Work Program shall include all the requirements contained in Section 1013.35, Florida Statutes. The School Board will make available the data and analysis supporting the proposed Work Program to any party to this agreement upon request.

2.2.3 Within 30 days of submittal:

(1) The County and Cities shall review the plan and provide a report to the School Board regarding infrastructure and service needs associated with the proposed educational facilities and other applicable information; and

(2) The County and Cities shall review the plan and provide written comment to the School Board on the consistency of the plan with the County and City's Comprehensive Plan including the maintenance and achievement of the adopted level of service and provide written comment to the School Board on whether a Comprehensive Plan amendment or rezoning will be necessary for any proposed educational facility.

2.2.4 On or before September 15 of each year and after consideration of the written comments of the County and the Cities, the School Board will adopt a financially-feasible Work Program that includes school capacity sufficient to meet anticipated student demand within the County, based on the LOS standards set forth in this Agreement. The School Board will construct and/or renovate school facilities sufficient to maintain the LOS standards set forth herein, consistent with the adopted 5-Year Facilities Work Program. Nothing in this agreement shall be construed to abrogate the School Board's constitutional authority in determining delivery of student services, including but not limited to school scheduling or to require the School Board to redistrict any school more than once in any three consecutive year period. The County and the Cities shall incorporate the School Board's adopted Work Program into their CIE updates each December[sm2].

Section 2.3 Public School Facilities Element Development and Updates

2.3.1 The County and Cities will cooperate with the School Board to develop a common Public Schools Facilities Element (PSFE), pursuant to Sections 163.3177(12) and 163.3180, Florida Statutes, Rule 9J-5.025, F.A.C., and other applicable laws and rules. The PSFE shall be consistent with the School Board's 5-year facilities work program.

2.3.2 After an agreed upon PSFE has been developed, the County and Cities will consider the adoption of the PSFE as required by 5.1.2.

2.3.3 In the event that the County or City wishes to amend the agreed upon PSFE, it will follow the procedures set forth in Section 5.1.1 of this Agreement before transmitting same to the Department of Community Affairs pursuant to section 163.3184, Florida Statutes.

Section 2.4 Future Land Use Classifications in which Public Schools are Allowed

Public schools are community facilities which are necessary to serve residential development in Lake County. The legislature has determined that as community facilities, the preferred locations for public schools, whether elementary, middle, or high schools are within the urban areas. However residential development does exist and new residential development will continue to occur at approved levels in areas that are not urban. Public schools will be necessary and appropriate in these areas under certain circumstances. The comprehensive plans of the County and each City shall specify which comprehensive plan categories allow schools.

Section 2.5 Items to be Considered in Evaluating New School Sites, Significant Renovations, and Potential Closures of Existing Schools[sm3]

2.5.1 The following factors shall be considered in evaluating new school sites and in decisions to significantly renovate or close existing schools:

(1) Compatibility of the school site with present and projected uses of adjacent property;

(2) Whether adequate public facilities are, or will be, available concurrent to support the proposed school;

(3) Whether there are significant environmental constraints that would preclude a public school on the site;

(4) Whether there will be adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by Lake County or any City as a locally significant historic or archaeological resource;

(5) Whether or not the proposed location is within a velocity flood zone or floodway;

(6) Whether or not the proposed location lies within the area regulated by Section 333.03(3), FLORIDA STATUTES, regarding the construction of public educational facilities in the vicinity of an airport;

(7) Whether the location of a proposed elementary school site is proximate to and within walking distance of the residential neighborhoods served;

(8) Whether the location of a proposed high school site is conveniently located to the residential community(s) they are intended to serve with access to major roads;

(9) Whether existing schools can be expanded or renovated to support community redevelopment and revitalization; and whether the high school site is outside the Urban Area.

(10) Whether the proposed site is sufficiently sized to accommodate the required parking and circulation of vehicles.

(11) The current and projected levels of service by CSA, including development approvals issued by the County and cities based on school capacity in a contiguous CSA.

(12) If the school is to be located outside the Urban area, (a) whether the location and design of the proposed school is intended to predominantly accommodate the student population living within a rural service area and (b) whether approval of such school outside the urban area should be accompanied by a finding that it will not create the need for extension of centralized water or wastewater facilities outside the urban area other than service lines designed to accommodate solely the service demands of the school and (c) whether the proposed school will create the need for roadway improvements not already contemplated in the County's Capital Improvement Program

(13) If a high school is proposed outside the Urban area, whether placement of a high school outside the urban area will alter growth dynamics to the extent that Growth Management policies and priorities must be substantially modified

(14) If a high school is proposed outside the Urban area, whether there are alternative sites located within the Urban area and whether a high school outside the urban area provides the most cost-effective alternative to meet the demonstrated need considering: direct acquisition, infrastructure and site development costs(s) to the School Board; and direct infrastructure and service delivery costs(s) to local government(s) and other public infrastructure/service providers

Section 2.5.2 The School Board shall coordinate planning and site location of educational facilities with the County and each Municipality in which a school site is proposed for construction or site acquisition within the School Board's Five-Year Work Plan in accordance with Chapters 1013 and 163 of the Florida Statutes. This process shall assist in determining possible sites for the proposed schools and the consistency with the comprehensive plan, the necessary existing or planned infrastructure, and coordination of public facilities such as parks, libraries, and community centers

Section 2.5.3 The School Board shall coordinate with the County and each Municipality in which a school is proposed for construction or expansion under the Five-Year Work Plan to determine the consistency of proposed sites with the local government's comprehensive plan and the availability of necessary or planned infrastructure and to coordinate proposed locations with public facilities such as parks, libraries and community centers. Alternative sites may be proposed by the Local Government for the consideration of the School Board.

Section 3 Zoning Categories in Which Schools are Allowed

Section 3.1 Zoning Categories

Public schools shall only be allowed in the zoning districts or Comprehensive Plan categories as provided by the County or City Land Development Regulations

Section 4 Site Design/Development Plan Review

Section 4.1.1 At least 60 days prior to acquiring or leasing any property that may be used for a school site, the School Board shall provide written notice of the proposed acquisition to the Local Government in whose jurisdiction the proposed site is located. This written notice from the School Board shall include an aerial map and a location map. As quickly as possible but no later than 45 days from receipt of this notice, the Local Government shall notify the School Board if the proposed site is consistent with the land use categories and policies of the Local Government's comprehensive plan and provide comments regarding the feasibility of each of the sites submitted by the School Board. These comments should address the availability of necessary and planned infrastructure and the collocation of the proposed school facility with other public facilities such as parks, libraries and community centers. This preliminary notice does not constitute the local government's determination of consistency required by Section 1013.33 (12), Florida Statutes

Section 4.1.2 After appropriate zoning has been secured, at least 90 days prior to initiating construction, the School Board shall submit a site design/development plan to the County or City, and within 45 days after receiving the submittal, the County or City shall certify, in writing, whether the proposed educational facility is in compliance with the Land Development Regulations. The site design/development plan shall be reviewed in accordance with the procedures prescribed in the local government land development regulations, as may be modified by the terms and operation of this Agreement. Design/development plans shall include the following:

- Location, size, height and use of all proposed structures;
- Proposed or existing location of fire hydrants and distance to structures;
- Location and method of buffering from adjacent residential zoning districts;
- Location and method of stormwater retention;
- Location, size, and total amount of recreation areas;
- Location and dimensions of proposed parking and service areas; and
- Proposed means of vehicular and pedestrian access from the site to adjacent streets and/or alleys.
- The need for and timing of onsite and offsite improvements to support the proposed educational facility, including identification of the party or parties responsible for the improvements.

Pursuant to Section 1013.33(12), Florida Statutes, if the determination is affirmative, school construction may commence and further local government approvals are not required. Failure of the City or County to make a determination in writing within 90 days after the School Board's request for a determination of consistency shall be considered an approval of the School Board's application.

Section 4.1.3 The Local Government may not deny the site applicant based on the adequacy of the site plan as it relates solely to the needs of the educational facility. The Local Government's review may consider the site plan and its adequacy as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property. Standards and conditions may not be imposed which conflict with those established in Chapter 1013, Florida Statutes, or the Florida Building Code, unless mutually agreed by the School Board and the Local Government.

Section 4.1.4 Any facility not used exclusively for educational purposes and any non-educational uses are subject to the Local Government's comprehensive plan and such facility or use shall not occur unless approved pursuant to that comprehensive plan.

Section 4.1.5~~2~~ Should a disagreement occur as to the required local government approval discussed in section 4.1.1 above, or in any conditions placed on such approval by a local government the parties shall resolve such disagreement utilizing the dispute resolution process contained in this agreement.

Section 4.1.6~~3~~ Pursuant to 1013.33(15), Florida Statutes, existing educational facilities shall be considered consistent with the applicable local government Comprehensive Plan and Land Development Regulations. The County's or City's review or approval is not required for:

(1) Temporary Student Stations as follows:

a. The placement of temporary (two years or less) student stations for the purpose of renovation or construction;

b. The placement of temporary student stations intended to expand the capacity of permanent school facilities which results in a 15 percent increase or less in the square footage of the permanent school facility.

(2) Renovation or construction on existing school sites (with the exception of construction that changes the primary use of a facility, including stadiums) resulting in a 15 percent increase or less in the square footage of the permanent school facility.

(3) School sites that have been and/or will be specifically designated within development plans approved by the local government. Such sites shall be subject to the conditions, standards and procedures established for such development plans. If the School Board submits an application to expand an existing school site, when required, the review shall be conducted in accordance with the procedures herein. The local government may impose development standards and conditions on the expansion in a manner consistent with Section 1013.51(1), Florida Statutes. Construction on all other sites shall be subject to the provisions contained herein.

Section 4.1.7 Nothing herein shall preclude the School Board and the Local Government from developing alternative development standards based on mutually acceptable performance criteria that would meet the intent of the provisions listed above.

Section 5 School Concurrency Implementation

Section 5.1 Procedure

5.1.1 Amendments to Key Concurrency Components

(1) The procedures set forth in paragraph (2) shall apply in the event that the County, a City or the School Board wishes to amend any of the following:

a. Level of service (LOS) standards;
b. Concurrency service areas;
c. Procedures of monitoring school demand and capacity;
d. Procedures and methodology for making concurrency determinations for development approvals;
e. Mitigation processes;
f. The 5-Year Work Program for facilities that are located within the unincorporated areas of the County or City to the extent that such amendment is a major modification to the Program, however, minor amendments to the Program are not subject to this paragraph; and
g. Those aspects of the Public Schools Facilities Element of the Comprehensive Plan that are common to the County and municipalities in the County.

(2) Procedures:

a. The party wishing to amend one of the above-listed items shall be the "Initiating Party." The Initiating Party may be the County, the School Board, or a municipality within Lake County subject to the requirements of school concurrency. If a party wishes the proposed amendment to be considered at the annual meeting, it must be initiated one hundred and twenty (120) days prior to the first day of December of that year in order for all parties to have appropriate time to review the proposal. Amendments may be considered at other than the annual meeting if appropriate review time is provided to all parties[sm4].

b. The party reviewing and commenting on proposed amendments shall be the "Reviewing Party." The Reviewing Party shall include the County, the School Board, or a municipality within Lake County subject to the requirements of school concurrency.

c. Before officially considering an amendment to one of the above-listed standards, and prior to submitting such amendments to the Department of Community Affairs, if required, the Initiating Party shall transmit to the Reviewing Parties a memorandum outlining the proposed amendment, including a narrative describing the purpose of the proposed amendment and a statement regarding the impact of the proposed amendment on the County or City's Comprehensive Plan and other elements of school concurrency addressed by this Agreement. The memorandum also must include all data and analysis supporting the proposed amendment.

d. Within sixty (60) days of its receipt of a proposed amendment from the Initiating Party, the Reviewing Party shall provide any written comments or objections to the Initiating Party, the County and the municipalities within Lake County. The Reviewing Party shall indicate whether it consents to the proposed amendment or, if it does not, the reasons for withholding its consent. Designees of the parties, and designees of the municipalities within Lake County, may meet and confer prior to the Reviewing Party's submission of written comments in order to resolve any objections to the proposed amendment. Failure of any party to respond within the sixty (60) day period shall constitute consent to the proposed amendment.

e. If the Reviewing Party is unable to consent to the proposed amendment, the matter will be resolved pursuant to the dispute resolution process set forth in this Agreement.

f. The parties agree that no proposed amendment will be implemented if any of the Reviewing Parties raises an objection unless the dispute resolution process set forth in this Agreement has been concluded.

g. The parties agree that, once a proposed amendment has the consent of or has not been objected to by each of the Reviewing Parties, or is determined to be appropriate through dispute resolution, each party will undertake Work Program, Comprehensive Plan, and regulatory changes necessary to effectuate the amendment. Such changes shall be accomplished by each party as soon as legally possible after the agreement, but in no event later than one (1) year after the changes have been agreed upon[sm5].

5.1.2 Comprehensive Plan

No later than December 31, 2006, the County and Cities will consider the adoption of Comprehensive Plan amendments to address school concurrency matters, including:

(1) A Public Schools Facilities Element, pursuant to Sections 163.3177(12) and 163.3180, Florida Statutes.

(2) Changes to the Intergovernmental Coordination Element necessary to effectuate school concurrency methodologies and processes, as provided herein.

(3) Changes to the Capital Improvements Element necessary to effectuate school concurrency methodologies and processes, as provided herein.

5.1.3 Land Development Code

Immediately following the amendment of the County and City's Comprehensive Plan, as provided herein, the County and Cities will consider the adoption of a "School Concurrency Ordinance" and other necessary changes to the Land Development Code to implement school concurrency consistent with the Comprehensive Plan, state law (Sections 163.3180 and 163.3202, Florida Statutes,), and the terms of this Agreement.

5.1.4 Five-Year Facilities Work Program

(1) Amendments to the 5-Year Work Program. Amendments to the Work Program, other than the annual updates addressed in Section 2.2 of this Agreement, may occur only pursuant to the process set forth in Section 5.1.1 of this Agreement.

(2) County and City Capital Improvements Element. Annually by December 1 of each year following adoption of this Agreement, the County and each City will consider an amendment to the plan's Capital Improvement Element (CIE) in order to incorporate the School Board's adopted Work Program. Following a Work Program update or amendment, made in accordance this Agreement, the County and Cities will consider further amendments to its CIE to incorporate such updates or amendments during the immediately subsequent round of Comprehensive Plan amendments.

Section 5.2 Level-of-Service Standards

5.2.1 Pursuant to Section 163.3180(13) (b), Florida Statutes, the level of service (LOS) standards set forth herein shall be applied consistently within each local government in Lake County for purposes of implementing school concurrency, including determining whether sufficient school capacity exists to accommodate a particular development proposal, and determining the financial feasibility of the School Board's Work Program.

5.2.2 The LOS standards set forth herein shall be included in the capital improvements element of the County and each City's Comprehensive Plan and shall be applied consistently by the County, the Cities and the School Board district wide to all schools of the same type.

5.2.3 The LOS standards may be amended only pursuant to the procedure set forth in Section 5.1.1 of this Agreement.

5.2.4 The LOS standard to be used by the County and the School Board to implement school concurrency shall be as follows:

(1) Elementary: 100% of permanent FISH capacity. If core dining capacity is available in excess of FISH capacity, the school capacity shall be increased up to 125% of FISH capacity by adding seats located in temporary student stations so long as the total capacity does not exceed core dining capacity.

(2) Middle: 100% of permanent FISH capacity. If core dining capacity is available in excess of FISH capacity, the school capacity shall be increased up to 125% of FISH capacity by adding seats located in temporary student stations so long as the total capacity does not exceed core dining capacity.

(3) High: 100% of permanent FISH capacity. If core dining capacity is available in excess of FISH capacity, the school capacity shall be increased up to 125% of FISH capacity by adding seats located in temporary student stations so long as the total capacity does not exceed core dining capacity.

For purposes of (1), (2), and (3) above, non-conversion charter schools shall be counted as FISH capacity if an agreement has been entered between the charter school and the School Board which requires the school facility to be constructed in accordance with Florida Department of Education standards for public schools; which provides that the school facility will be provided to the School Board for its use if the charter school fails to operate satisfactorily; and, which provides that if there are financing arrangements for the school, the School Board will be able to operate the school without having to be responsible for such financing costs or that the School Board is willing and able to accept responsibility for such costs.

For purposes of (1), (2) and (3) above, a developer financed public school shall be counted as FISH capacity if an agreement has been entered between the developer and the School Board which requires the school facility to be constructed in accordance with Florida Department of Education standards for public schools; which requires that the Developer transfer the school facility to the School Board upon its completion; and, which provides that if there are financing arrangements for the school, the School Board will be able to operate the school without having to be responsible for such financing costs or that the School Board is willing and able to accept responsibility for such costs.

Section 5.3 School Concurrency Service Areas

5.3.1 The initial School Concurrency Service Areas (CSAs) are shown on Maps attached hereto and incorporated herein by this reference.

5.3.2 Future amendments to the CSAs may be accomplished by the School Board only after review and comment by the County and other municipalities within Lake County as provided in Section 5.1.1 of this Agreement. Amendments to CSAs shall be established to maximize available school capacity, taking into account transportation costs, desegregation plans, diversity policies, and the extent to which development approvals have been issued by a local government based on the availability of school capacity in a CSA contiguous to the CSA in which the development approval was issued. Amendments to the CSAs and attendance zones shall be designed to make efficient use of new and existing public school facilities in accordance with the LOS standards set forth in this Agreement.

5.3.3 CSAs will be described geographically in the Comprehensive Plan pursuant to Section 163.3180(13) (g) (5), Florida Statutes, Maps of the CSA boundaries will be included as "support documents" as defined in Section 9J-5.003 F.A.C., and may be updated from time to time by the School Board without a corresponding comprehensive plan amendment.

Section 5.4 Demand Monitoring and Evaluation

The County and Cities shall provide the following information to the School Board at least two weeks prior to the quarterly meetings required by Section 1.1.1 of this agreement to facilitate demand projection and student generation rate trends:

5.4.1 Building permit and certificate of occupancy data, including addresses;

5.4.2 Summary of actions on preliminary and final plats;

5.4.3 Summary of site development plan approvals for multi-family projects; and

5.4.4 Summary of vested rights determinations and other actions that affect demands for public school facilities.

Section 5.5 Applicability and Capacity Determination

5.5.1 Applicability

(1) Except as provided in Subsection (2) below, school concurrency applies only to residential uses proposed or established after the effective date of the School Concurrency Ordinance.

(2) The following residential uses shall be considered exempt from the requirements of school concurrency (unless the development approval for such use required it to meet School Concurrency).

a. Single family lots having received final plat approval prior to the effective date of the County or City's School Concurrency Ordinance or other lots which a local government has determined are vested based on statutory or common law vesting.

b. Multi-family residential development having received final site plan approval prior to the effective date of the County or City's School Concurrency Ordinance or other multi-family residential development which a local government has determined is vested based on statutory or common law vesting.

c. Amendments to residential development approvals issued prior to the effective date of the County or City's School Concurrency Ordinance, which do not increase the number of residential units or change the type of residential units proposed.

d. Age restricted communities (as defined in the School Concurrency Ordinance) that are subject to deed restrictions prohibiting the permanent occupancy of residents under the age of eighteen (18). Such deed restrictions must be recorded and must be irrevocable for a period of at least fifty (50) years.

e. Plats or residential site plans which include four (4) or less units. For purposes of this section, a property owner may not divide his property in to several developments in order to claim exemption as allowed by this section. In making a determination as to whether a property is exempt under this section, a local government shall consider in addition to the ownership at the time of the application the ownership as of the date of the adoption of this agreement.

5.5.2 Process for Determining School Facilities Concurrency

(1) The County and City will accept and process final plats and residential site plans including five (5) or more units only after the applicant has complied with the terms of the County or City's School Concurrency Ordinance. The County or City may approve a School Concurrency Application earlier in the approval process if requested by the applicant, the School Board reviews and approves the determination, allocations of capacity and proportionate share mitigation commitments as provided in this Subsection.

(2) School Concurrency Applications shall be filed with the School Board. Upon the receipt of a complete School Concurrency Application, the School Board will transmit a copy of the application to the City or County in whose jurisdiction the development lies.
The School Board shall make a determination whether there is adequate school capacity, for each level of school, to accommodate the proposed development, based on the LOS standards, CSAs, and other standards set forth herein.

(3) Within thirty (30) days of the initial application, the School Board will review the School Concurrency Application and, based on the standards set forth in this Agreement, report in writing to the County or City:

a. Whether adequate school capacity exists for each level of school, based on the standards set forth in this Agreement; or

b. If adequate capacity does not exist, whether appropriate mitigation can be accepted, and if so, acceptable options for mitigation, consistent with this Agreement.

(4) If the School Board determines that adequate capacity will not be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval and mitigation is not an acceptable alternative, the County or City will not issue a School Concurrency Determination and will not accept or process a development application.

(5) If the School Board determines that adequate capacity does not exist but that mitigation is an acceptable alternative, the development application will remain active pending the conclusion of the mitigation negotiation period described below.

(6) The County or City will issue a School Concurrency Determination only upon:

a. The School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval for each level of school without mitigation; or the School Board's written acknowledgement that the payment of proportionate share provided by sections 5.6 (2) or (3) has been made, or

b. The execution of a legally binding mitigation agreement between the applicant, the local government and the School Board, as provided by this Agreement.

5.5.3 Concurrency Determination Standards

(1) **Definitions.** The terms used in this Agreement shall be defined as follows:

a. Available school capacity - the circumstance where there is sufficient school capacity, based on adopted LOS standards, to accommodate the demand created by a proposed development.

b. Cost of Student Station. The cost of student stations as determined by the most recent School Impact Fee Study approved by the School Board and Lake County, which shall include the cost of ancillary facilities that are required for each student station. Such cost shall be increased each year by the Twenty Cities Construction Index. Should the School Board and Lake County fail to agree on the Cost of Student Stations, the issue shall be subject to dispute resolution as provided in this Agreement.

c. Existing school facilities – school facilities constructed and operational at the time a School Concurrency Application is submitted to the County.

d. FISH Manual - the document entitled "Florida Inventory of School Houses (FISH)," current edition, and that is published by the Florida Department of Education, Office of Educational Facilities.

e. Permanent FISH Capacity - capacity that is added by "permanent buildings," as defined in the FISH Manual.

f. Planned school facilities – school facility capacity that will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, pursuant to the School Board's adopted 5-Year Work Program.

g. Previously Approved Development – development approved as follows:

i. Single family lots having received final plat approval prior to the effective date of the County or City's School Concurrency Ordinance or other which a local government has determined are vested based on statutory or common law vesting.

ii. Multi-family residential development having received final site plan approval prior to the effective date of the County's School Concurrency Ordinance or other multi-family residential development which a local government has determined is vested based on statutory or common law vesting.

h. Reserved capacity – School facility capacity set aside for a development or use other than those set aside pursuant to a School Concurrency Application, including development that impacts schools but that is exempt from the terms of the County's School Concurrency Ordinance.

i. Total school facilities – Existing school facilities and planned school facilities.

j. Used capacity – School facility capacity consumed by or reserved for preexisting development.

k. Work Program - the financially feasible 5-year school district facilities work program adopted pursuant to Section 1013.35, Florida Statutes, financial feasibility shall be determined using professionally accepted methodologies.

(2) **School Capacity Calculations.** The School Board will determine whether adequate school capacity exists for a proposed development, based on the LOS standards, CSAs, and other standards set forth in this Agreement, as follows:

a. Calculate total school facilities by adding the capacity provided by existing school facilities to the capacity of any planned school facilities.

b. Calculate available school capacity by subtracting from the total school facilities the sum of:

i. Used capacity;

ii. The portion of reserved capacity projected to be developed within three years;

iii. The portion of previously approved development projected to be developed within three years; and

iv. The demand on schools created by the proposed development.

c. Concurrency Service Areas. In determining whether there is sufficient school capacity to accommodate a proposed development, the School Board will:

i. Consider whether the CSA in which the proposed development is situated has available school capacity, based on the formula above.

ii. In the event that the CSA in which the proposed development is situated does not have available school capacity, the School Board will determine whether a contiguous CSA has available school capacity by identifying the contiguous CSA with the most available school capacity for the particular type of school and assigning the demand from the proposed development to that CSA.

Section 5.6 Mitigation Alternatives

In the event that the School Board reports that mitigation may be accepted in order to offset the impacts of a proposed development, where the LOS standards set forth in this Agreement otherwise would be exceeded, the following procedure shall be used.

(1) The applicant shall initiate in writing a mitigation negotiation period with the School Board in order to establish an acceptable form of mitigation, pursuant to Section 163.3180(c), Florida Statutes, the County's School Concurrency Ordinance, and this Agreement.

(2) If a project which would cure the capacity deficiency and provide capacity for the applicant is currently listed in the 4th or 5th year of the School Board's five year capital improvement plan, with the consent of the School Board, an applicant may satisfy concurrency by the payment of proportionate share as calculated below, or by entering into a mitigation agreement with the school board and local government to provide any of the forms of mitigation listed in (5) below.

(3) If the School Board and a municipality or the County have entered into an agreement calling for redevelopment areas or urban infill areas, for projects located inside those areas, an applicant may satisfy concurrency by the payment of proportionate share as calculated below, or at the option of the applicant, by entering into a mitigation agreement with the school board and local government to provide any of the forms of mitigation listed in (5) below. Any municipality or the County may request that the School Board enter such an agreement for suitable areas of their jurisdiction, and any disputes as to the scope of such area shall be resolved through dispute resolution as provided in this agreement.

(4) In accordance with Section 163.3180(13)(e), Florida Statutes, the applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level: multiply the number of new student stations required to serve the new development by the cost of student station. Pursuant to Section 163.3180(13(e) (2), Florida Statutes, the applicant's proportionate-share mitigation obligation will be credited toward any other impact fee or exaction imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value. The process to determine proportionate share mitigation obligation shall be as follows:

Step 1: Determine the number of students to be generated by the development

Number of Dwelling Units in the proposed development (by unit type)
MULTIPLIED BY
Student Generation Rate (by type of DU and by School Type)
EQUALS
Number Student Stations needed to serve the proposed development

Step 2: Comparing the available capacity to the number of student stations calculated in Step 1 to assess the need for mitigation

Available Capacity (see §5.5.3 (2) of this agreement)
MINUS
The Number of new Students Stations needed to accommodate the proposed development
EQUALS
The shortfall (negative number) or surplus (positive number) of capacity to serve the development

Step 3: Evaluating the available capacity in contiguous service areas

If Step 2 results in a negative number, repeat that step for one or more contiguous service areas. If this step results in a negative number, then proceed to step 4 to calculate the proportionate share mitigation.

Step 4: Calculating proportionate share mitigation

Needed additional Student Stations from Step 3
MULTIPLIED BY
Cost of Student Station
EQUALS
Proportionate-Share Mitigation Obligation

(5) If a project is not listed in the School Board's five year capital improvement plan mitigation may still be accepted by the School Board so long as the mitigation agreement provides that the capital improvement plan shall be amended to incorporate the proposed mitigation project. Acceptable forms of mitigation in this case may include but are not limited to:

a. The donation, construction, or funding of school facilities (including charter schools which meet the requirements of s. 5.2.4) sufficient to offset the demand for public school facilities to be created by the proposed development.

b. The creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits.

(6) The following standards apply to any mitigation accepted by the School Board:

a. Proposed mitigation must be directed toward a permanent school capacity improvement identified in the School Board's financially feasible Work Program, which satisfies the demands created by the proposed development;

b. Temporary student stations will not be accepted as mitigation; and

(7) If within 90 days of the date the applicant initiates the mitigation negotiation period, the applicant and the School Board are able to agree to an acceptable form of mitigation, a legally binding mitigation agreement shall be executed, which sets forth the terms of the mitigation, including such issues as the amount, nature, and timing of donations, construction, or funding to be provided by the developer, and any other matters necessary to effectuate mitigation in accordance with this Agreement. The mitigation agreement shall specify the amount and timing of any impact fee credits or reimbursements that will be provided by the County as required by state law.

(8) If, after 90 days, the applicant and the School Board are unable to agree to an acceptable form of mitigation, the School Board will report an impasse to the local government in writing and the School Board will not issue a School Concurrency Determination for the proposed development.

(9) The School Board may grant two (2) 90-day extensions to the mitigation negotiation period.

(10) Mitigation must be proportionate to the demand for public school facilities to be created by actual development of the property.

Section 6 Implementation and Amendments

It is understood that the School Superintendent, the County Administrator and the City Manager or authorized city official may, in the implementation and administration of this agreement, act on behalf of their respective Boards in any manner that is customarily delegated. It is also understood that references to the School Superintendent, County Administrator or City Managers or authorized city official shall include their duly appointed representatives. To the extent that the procedures and requirements referenced from the Land Development Regulations require interpretation and adjustment to meet the intent of this agreement,

the County Manager or City Manager or equivalent city official may exercise discretion as prescribed by the Land Development Regulations. This Agreement may be amended only by the written consent of the County, the Cities and the School Board.

Section 7 Termination

Pursuant to Section 1013.33, Florida Statutes, this Agreement is effective upon the date of its execution and shall continue in full force and effect; provided however, that the Agreement shall automatically be renewed for one (1) year periods unless the County, a City or the School Board signifies in writing to the other its intent to terminate the Agreement at least 120 days prior to the renewal date. It is further provided that any party may terminate this agreement by giving at least 120 days written notice of its intent.

Section 8 Resolution of Disputes

If the parties to this agreement are unable to resolve any issue(s) in which they may be in disagreement that are covered in this agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164, Florida Statutes.

Section 9 Effective Date

This agreement shall become effective upon the approval of the Lake County School Board, the Lake County Board of County Commissioners and the municipalities of Astatula, Howey in the Hills, Tavares, Mount Dora, Eustis, Umatilla, Leesburg, Lady Lake, Fruitland Park, Minneola, Mascotte, Groveland, Clermont, and Montverde.

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