

TAB 4

# SCHOOL CONCURRENCY INTERLOCAL AGREEMENT

7PM  
February 4, 2008

## **Background:**

The City of Palmetto Planning Department has been participating in a countywide initiative to create a new School Concurrency Interlocal Agreement (“ILA”). Representatives from the municipalities, school board, and the county have routinely met as a Staff Working Group (“SWG”) to address issues such as school locations, service areas, and the coordination of school facility planning efforts. The SWG has taken into account various comments received from all parties to the ILA, and produced what is being optimistically referred to as a “final draft”.

## **Issue:**

Staff has provided Commission with a copy of prior drafts of the ILA, copies of legal authority referenced in the draft Agreement with comments from the City Attorney, and “track changes” versions of the draft Agreement showing revisions suggested by the City Attorney. The ILA has been discussed at several Council of Governments meetings. At the last Council of Governments meeting where the ILA was discussed, City and County representatives had only 3 remaining concerns - - all of which are found in Article 9 of the ILA. The three issues pertained to tree protection, legal presumptions, and site plan requirements. These issues have been resolved to the satisfaction of the County and City of Palmetto. Although separate agreements were discussed at one time, it appears that participating cities, Manatee County and the School Board intend to enter into a single agreement.

- Alternatives:**
1. Approve the ILA for execution by the Mayor
  2. Decline to approve the ILA at this time

**Recommendation:** City staff recommends approval of the ILA .

**Budget Impact:** There is no Budget Impact associated with this item.

## IX. SCHOOL PLANNING, COLLOCATION AND SURPLUS PROPERTY

**9.1 School Site Selection.**<sup>1</sup> The procedures set forth in Sections 9.1, 9.2 and 9.3 of this Agreement are hereby established for the School Board, Cities and County to plan Educational Facilities. Such procedures constitute an alternative process for reviewing a proposed educational facility and site plan, and offsite impacts, pursuant to this Agreement, as authorized by Section 1013.33(14), *Florida Statutes*.

A. Site Selection. When the need for a new school site is identified, the Superintendent has the option of notifying any Affected Local Government in writing that the School Board is looking for a school site in a particular area. The Superintendent may request a meeting with the Staff representative(s) of the Affected Local Government(s) to identify possible locations for a new school site, and to determine whether collocation opportunities are present. If requested by the Superintendent, the Affected Local Government(s) shall provide written information pertaining to levels of service, utilities, zoning and nearby development approvals to School Board staff within fifteen (15) working days of receipt of a written notice of the need for a new school site.

B. Selection Criteria. The Superintendent shall consider appropriate site selection criteria, including, but not limited to, the following:

- i. The location and availability of adequate sites;

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<sup>1</sup> a. A process that provides for the development of siting criteria that, to the extent possible, will encourage the location of public schools proximate to urban residential areas and will seek collocation of schools with other public facilities such as parks, libraries, and community centers. Fla. Stat. § 163.3180(13)(g)2.

b. A process for determining where and how joint use of either school board or local government facilities can be shared for mutual benefit and efficiency. Fla. Stat. §§ 163.31777(2)(g) and 1013.33(3)(g).

- ii. The projected cost of a site in comparison with other available sites;
- iii. The compatibility of land uses adjacent to the proposed site;
- iv. The opportunities for collocation of parks, recreation, and community facilities in conjunction with school sites;
- v. The linkage of School Facilities, parks, libraries, and other public facilities with bikeways, trails, and sidewalks;
- vi. The extent to which the proposed site provides a logical focal point for community activities and serves as the cornerstone for innovative urban design standards, including opportunities for shared use and co-location of community facilities.
- vii. The extent to which the proposed site is served by adequate public infrastructure, facilities and services, or the extent to which adequate public infrastructure, facilities and services will be available, concurrent with the impacts of the proposed School Facilities.
- viii. Whether the proposed School Facility is inconsistent with an approved Development Plan.
- ix. The availability and cost of traffic circulation needs to serve School Facilities and surrounding neighborhoods, including any needed access improvements, sidewalks, off-

site signalization or safety-related signage, and the appropriate provider for such improvements; and

- x. All requirements of the State Requirements for Educational Facilities. [PILA 4.1]

**9.2 Planning of Educational Facilities.**<sup>2</sup> This Section 9.2 shall be construed and implemented in a manner consistent with the specific statutory provisions referenced herein, subject to only those conditions expressly set forth in Sections 9.2.C. and 9.2.E., hereof. This Section 9.2 shall not be construed to apply to charter schools.

**Deleted:** To the extent that charter schools are exempt from the requirements of Section 1013.33, Florida Statutes, this

**Deleted:** such

A. Consistency with Comprehensive Plan and LDC. Planning of Educational Facilities shall adhere to the requirements of Section 1013.33(10), *Florida Statutes*.

B. Preliminary Notice of Consistency. With respect to each proposed Educational Facility, the School Board and the Affected Local Government shall follow the procedures and requirements set forth in Section 1013.33(11), *Florida Statutes*, for the issuance of a preliminary notice of consistency with the Affected Local Government's Comprehensive Plan. Within the boundaries of (a) the City of Bradenton, (b) the City of Palmetto and (c) unincorporated Manatee County, Public Educational Facilities shall be allowable uses in all comprehensive plan future land use categories and corresponding zoning districts, except heavy industrial, conservation, and preservation categories subject to compliance with applicable development standards. Public Educational

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<sup>2</sup> Participation by affected local governments with the district school board in the process of evaluating potential school closures, significant renovations to existing schools, and new school site selection before land acquisition. Local governments shall advise the district school board as to the consistency of the proposed closure, renovation, or new site with the local comprehensive plan, including appropriate circumstances and criteria under which a district school board may request an amendment to the comprehensive plan for school siting. Fla. Stat. §§ 163.3177(2)(c) and 1013.33(3)(c).

Facilities may be allowed in heavy industrial, conservation and preservation future land use categories at the discretion of the Affected Local Government. If the Affected Local Governments does not find the proposed site to be consistent with the comprehensive plan, they shall advise the School Board as to the appropriate circumstances and criteria under which a School Board may request an amendment to bring the requested site into compliance with the comprehensive plan.

C. Determination of Consistency. With respect to each proposed Educational Facility and except as expressly set forth in Sections 9.2.C. and 9.2.D., hereof, the School Board and the Affected Local Government shall follow the procedures and requirements set forth in Section 1013.33(12), *Florida Statutes*, for the issuance of a determination of consistency with the Affected Local Government's Comprehensive Plan (including, without limitation, the requirement that a complete request be deemed approved if the Affected Local Government fails to act upon it within ninety (90) days), subject to the following conditions:

- i. In order to be deemed "complete", a request for determination of consistency must include the following items:
  - (a) School Site Plan Application;
  - (b) All applicable information required by the School Site Plan Standards checklist provided in Exhibit "C" hereto; and
  - (c) Pedestrian Plan for new educational facilities illustrating sidewalks which exist or are proposed

on thoroughfare roads for a two mile radius of the school site.

Other items may be requested of the School Board and considered by the Affected Local Government, but are not required in order for the request to be deemed “complete”.

- ii. The time periods set forth in Section 1013.33(12), *Florida Statutes*, shall begin to run from the date that the Affected Local Government acknowledges in writing that it has received a complete request for determination of consistency. If the Affected Local Government does not issue either (a) a written acknowledgement that the request is complete, or (b) a written determination that the request is incomplete with a list of the specific items from the School Site Plan Standards checklist that should be provided in order to complete the request, then, within ten (10) business days from the initial date of submittal and within five (5) business days of subsequent submittals, the request shall be deemed to have been determined to be complete.
- i. A request for determination of consistency for a public school facility shall be decided by the governing board of the Affected Local Government. The governing body shall review for consistency with the Comprehensive Plan in

regard to impacts on natural resources, surrounding land uses and public facilities.

- ii. If the site is consistent with the Affected Local Government's comprehensive plan's land use policies and categories in which public school facilities are allowable uses and the applicable provisions of the local government's LDC, the Affected Local Government shall not deny the request for determination of consistency but shall issue a determination of consistency.
- iii. The issues to be considered by the Affected Local Government in deciding whether to grant a determination of consistency request shall be limited to those specified in Section 1013.33(13), Florida Statutes. No party shall be deemed to have waived any requirement of any statutory provision referenced herein unless such waiver is made by written instrument expressly stating such party's intent to waive such provision.
- vii. The Affected Local Government may, at its sole option, hold a properly noticed public hearing in connection with a determination of consistency.
- viii. It is mutually agreed that the School Board will not act in a manner that is contrary to an Affected Local Government's determination of consistency. In the event the School

**Deleted:** Each Affected Local Government shall amend its Comprehensive Plan or Land Development Code as necessary to implement this paragraph.¶  
<#>Where a proposed Educational Facility site has received a preliminary determination of consistency from an Affected Local Government pursuant to Section 9.2 herein, certain rebuttable presumptions shall apply as set forth below.¶  
<#>So long as none of the following structures or uses are within one hundred feet of any property line contiguous to residentially zoned or residentially used property there shall be a rebuttable presumption that the proposed educational facility has no adverse impact on the adjoining land use:¶  
<#>occupied building less than thirty-five (35) feet in height;¶  
<#>sports fields and stadiums where organized activities occur after school hours;¶  
<#>outdoor lighting which exceed 0.2 foot candles at the property line; and¶  
<#>parking lots.¶  
<#>If there is no adverse impact to endangered species or wetlands, then there shall be a rebuttable presumption that the proposed educational facility has no adverse impact on natural resources. ¶  
Subject to the requirements of Section 1013.51, *Florida Statutes*, if the proposed educational facility does not trigger a failure of level of service, the affected local government adopted level of service standards, or if there is a failure of adopted level of service standard and the School Board agrees to contribute the School Board's proportionate share of such infrastructure improvements to the school site necessary to bring the improved facilities in compliance with the adopted level of service standards, then there shall be a rebuttable presumption that the proposed educational facility shall have no adverse impact on public facilities.



Board does not agree with a determination of consistency, the School Board may initiate dispute resolution procedures in accordance with Article X of this Agreement.

D. Conditions of Approval. With respect to each proposed Educational Facility, the Affected Local Government may place reasonable development standards and conditions upon the approval of a determination of consistency relating to environmental concerns, health, safety and welfare , and effects on surrounding property so long as such standards and conditions are not inconsistent with Section 1013.51, *Florida Statutes*, .

E. Existing Schools. With respect to the expansion of any proposed Educational Facility, the Affected Local Government shall adhere to the requirements of Sections 1013.33(3) and (15), *Florida Statutes*. Existing Educational Facilities shall be considered consistent with the Comprehensive Plan of the Affected Local Government. When the need for closure of a School Facility is identified, the Superintendent shall notify any Affected Local Government in writing and shall give due consideration to any concerns and alternatives set forth by the Affected Local Government. Any expansion of an existing Educational Facility shall only be subject to the informational requirements, procedures, timeframes, and review process requirements of Sections 9.2.B. and 9.2.C., and only if the proposed expansion constitutes a major renovation or construction in that the expansion:

- i. Increases school permanent FISH capacity by more than ten percent (10%);

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- ii. Provides for a change to the primary use of the educational facility (with respect to change in type of school from elementary, middle or high school to a different type of school); or
- iii. Provides for the construction of a stadium.

Review of any such expansion shall be limited to those aspects of the Educational Facility affected by the expansion.

F. Codification; Amendments to LDC. Pursuant to Article VIII, hereof, the Cities and County shall amend their respective Comprehensive Plans and LDCs to provide for the planning of Educational Facilities consistent with this Section 9.2. Neither any City nor the County shall amend its Comprehensive Plan or LDC to impose requirements or procedures upon the planning of Educational Facilities that are inconsistent with, or are not authorized by, this Section 9.2. [Replaces PILA 4.3]

H. Monitoring & Reporting; Additional LDC Amendments. This Section 9.2 shall be reexamined by the Staff Working Group during the initial two years (more or less) after execution of this Agreement to determine the effectiveness of the provisions and processes provided herein, and the Staff Working Group shall provide a report of its findings to the Council of Governments on or before December 31, 2009. During such two-year period, the County and each of the Cities shall also work in conjunction with the School Board to establish in their LDCs (a) specific criteria for the consideration and approval of schools, and (b) if the County or a City imposes general requirements for tree preservation and replacement in its LDC, specific standards for tree preservation and replacement for schools.

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**Deleted: Tree Removal and Replacement.** The School Board shall be exempt from the Affected Local Governments rules, requirements and ordinances regarding tree removal and replacement except to the extent those rules apply to trees located within fifty (50) feet of the School Board property boundaries. To the extent possible, the School District shall attempt to preserve trees, with 30 inch diameter at breast height (DBH) or greater provided it does not adversely affect school construction, operation, or safety. ¶  
G.

### 9.3 Site Improvements.<sup>3</sup>

A. Determination of Agreement for On-Site and Off-Site Improvements. In conjunction with a determination of consistency provided pursuant to Section 9.2.C., hereof, the School Board and the Affected Local Government shall determine the need for and timing of on-site and off-site improvements necessary to support a proposed Educational Facility construction or renovation and the needs and/or opportunities for construction of additional area improvements on a cooperative basis. Any improvements by the School Board required or agreed to in order to fulfill the requirements of this Section shall be subject to the limitations established by Section 1013.51, *Florida Statutes*. A written agreement between the School Board and the Affected Local Government may be entered into concerning the timing, location, and the party or parties responsible for constructing, operating, and maintaining such improvements. [PILA 5.1]

B. School Site Plan Review. At least 90 days prior to initiating construction for a project which requires School Site Plan approval, the School Board shall submit a School Site Plan to the Affected Local Government. Any improvements by the School Board required or agreed to in order to comply with local land development regulations shall be subject to the limitations established by Section 1013.51, *Florida Statutes*.

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<sup>3</sup> A process for determining the need for and timing of onsite and offsite improvements to support new, proposed expansion, or redevelopment of existing schools, and for identifying the party or parties responsible for the improvements. Fla. Stat. §§ 163.3177(2)(d) and 1013.33(3)(d).

**9.4 Collocation and Surplus Property.**<sup>4</sup> Collocation and shared use of facilities are important to both the School Board and local governments. The School Board, Cities and County shall seek opportunities to collocate and share use of school facilities and civic facilities. For example, opportunities for collocation and shared use shall be considered for libraries, parks, recreation facilities, community centers, hurricane shelters, auditoriums, learning centers, museums, performing arts centers, and stadiums. [PILA 8.1]

**9.5 Agreements for Operations and Maintenance.** A separate agreement shall be developed for each instance of collocation and shared use that addresses operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation. [PILA 8.2]

**9.6 Surplus Property.** Should the School Board determine that real property equal to or in excess of four (4) acres in area is surplus property to the School Board, the School Board agrees to offer the property for purchase to the County or City for reuse as a public facility before disposing of the property. Further, should any County or City determine that real property equal to or in excess of four (4) acres in area is surplus property to that County or City, the County or City agrees to offer that property to the School Board, then to the County (if municipal property located within a City) or to the

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<sup>4</sup> a. A process that provides for the development of siting criteria that, to the extent possible, will encourage the location of public schools proximate to urban residential areas and will seek collocation of schools with other public facilities such as parks, libraries, and community centers. Fla. Stat. § 163.3180(13)(g)2.

b. A process for determining where and how joint use of either school board or local government facilities can be shared for mutual benefit and efficiency. Fla. Stat. §§ 163.3177(2)(g) and 1013.33(3)(g).

respective City (if County property within that City), for purchase for reuse as a public facility, before disposing of the property. [PILA 10.1]