



Interlocal Agreement for Coordinated Planning and School Concurrency

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Prepared By



**Charlotte County
City of Punta Gorda
School Board of Charlotte County**

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Acronyms

AICP	American Institute of Certified Planners
CIE	Capital Improvements Element
COC	Certificate of Concurrence
CSA	Concurrency Service Area
DEO	Department of Economic Opportunity
DRI	Development of Regional Impact
DRT	Development Review Table
FDOE	Florida Department of Education
FISH	Florida Inventory of School Houses
FTE	Full-Time Equivalent
ICE	Intergovernmental Coordination Element
LDR	Land Development Regulations
LOS	Level of Service
LPA	Local Planning Agency
PSFE	Public Schools Facilities Element
PSFPC	Public Schools Facility Planning Committee
SCADL	School Capacity Availability Determination Letter
SGR	Student Generation Rate
SIA	School Impact Analysis
SWG	Staff Working Group
ILA	Interlocal Agreement

INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND SCHOOL CONCURRENCY

This Interlocal Agreement (hereinafter referred to as “Agreement”) is entered into between the Charlotte County Board of County Commissioners (hereinafter referred to as “the County”), the City Council of the City of Punta Gorda (hereinafter referred to as “the City”) (the County and the City may be referred to hereinafter, severally or jointly, as “the Local Governments,” as indicated by context and application), and the School Board of Charlotte County (hereinafter referred to as “the School Board”). The County, the City and the School Board are hereinafter referred to collectively as the “Parties.”

WHEREAS, the Parties recognize their mutual obligation and responsibility for the education, nurturing and general well-being of the children within their community; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 163.01, Section 163.3177(6)(h)(2) and (3) and Section 1013.33, Florida Statutes (F.S.); and

WHEREAS, the Parties recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the School Board and Local Governments by reducing student travel times and placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by collocating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, the Parties have determined that it is necessary and appropriate to cooperate with each other to provide adequate public school facilities in a timely manner and at appropriate locations, to eliminate any deficit of permanent student stations and to provide capacity for projected new growth; and

WHEREAS, Section 1013.33, F.S., requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and

WHEREAS, Section 163.3177(6)(h), F.S., requires each Local Government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive

plan with the plans of the School Board, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, the Local Governments are entering into this Agreement in reliance on the School Board's obligation to prepare, adopt and implement a financially feasible capital facilities program to achieve public schools operating at the adopted level of service standard consistent with the timing specified in the School Board's 5-Year District Facilities Work Program and the School Board's further commitment to update and adopt the plan annually in coordination with the Local Governments; and

WHEREAS, the School Board, is entering into this Agreement in reliance on the Local Governments' policy to adopt amendments to their local comprehensive plans to maintain school concurrency; and

WHEREAS, the County has jurisdiction for land use and growth management decisions within its unincorporated boundaries, including the authority to approve or deny comprehensive plan amendments, rezonings, and other development orders that generate students and impact the public school system, and the City has similar jurisdiction within its boundaries; and

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

WHEREAS, the Parties enter into this Agreement in fulfillment of those statutory requirements and in recognition of the benefits accruing to their citizens and students described above as fully satisfying Sections 1013.33 and 163.31777 F.S., and 163.3180 F.S. requirements for cooperative planning for all Parties involved, both individually and collectively.

NOW THEREFORE, be it mutually agreed between the School Board of Charlotte County, the Board of County Commissioners of Charlotte County and the City Council of the City of Punta Gorda that the following procedures will be followed in coordinating land use and public school facilities planning and school concurrency:

Section 1. Recitals

The foregoing recitals are adopted and incorporated by reference as if set forth fully herein. The following definitions and procedures will be used to coordinate public facilities planning, land use planning and school concurrency.

Section 2. Definitions

Adjacent Concurrency Service Areas (Adjacent CSA): Concurrency Service Areas which are contiguous and touch along one side of their outside geographic boundary.

Ancillary Facilities: The building, site and site improvements necessary to provide support services to a School Board's educational program including, but not limited to, vehicle storage, maintenance, warehouses, or administrative buildings.

Applicant: For the purposes of school concurrency, any person or entity undertaking a residential development.

Attendance Boundary: The geographic area which is established to identify the public school assignment of students residing within that area.

Available Capacity: Existing school capacity which is available within a Concurrency Service Area including any new school capacity that will be in place or under actual construction.

Certificate of Concurrency (COC): A final local development order or certificate issued at final site plan or final plat approval, which has verified public facility capacity is available to service a development.

Charter School: An alternative public school authorized pursuant to Section 1002.33, F.S. and built to meet the State Requirements for Educational Facilities standards when used as a Proportionate Share Mitigation Option.

Class Size Reduction: As provided in Article IX, Section 1, of the Florida Constitution, as amended, a provision to ensure that after the 2010 school year there are a sufficient number of classrooms in a public school so that:

1. The maximum number of students who are assigned to each core teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students; and
2. The maximum number of students who are assigned to each core teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
3. The maximum number of students who are assigned to each core teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students.

Comprehensive Plan: As provided by Section 163.3164(4), F.S., as amended, a plan that meets the requirements of Chapter 163, F.S.

Concurrency: As agreed to by the Parties, the necessary public facilities and services to maintain the adopted level of service standards are available when the impacts of development occur.

Concurrency Service Area (CSA): A geographic area in which the level of service for a school of each type is measured when an application for residential development is reviewed for school concurrency purposes.

Consistency: As provided by Section 163.3194, F.S.

Core Facilities: The areas within an educational facility that are used to support the classrooms. These spaces include, but are not limited to: the media center, cafeteria, gymnasium, multi-purpose space, and administration.

Developer: As provided by Section 163.3164(13) F.S., as amended.

Development: As provided by Sections 163.3164(14) and 380.04, F.S., as amended.

Development Order: As provided by Section 163.3164(15), F.S., as amended.

Development Permit: As provided by Section 163.3164(16), F.S.

Development Review Table: A table used by the School Board to compare the projected students from proposed residential developments to the CSAs available capacity.

Educational Facility: The buildings and equipment, structures and special educational use areas that are built, installed, or established to serve educational purposes.

Educational Plant Survey: A systematic study of schools conducted at least every five years and submitted to the FDOE for review and validation. The survey includes an inventory of existing educational and ancillary plants, and recommendations for future needs.

Florida Inventory of School Houses (FISH) – Permanent Capacity: The report of the permanent capacity of existing public school facilities. The FISH capacity is the number of students that may be housed in a facility (school) at any given time based on a percentage of the total number of existing student stations and a designated size for each program.

Full-Time Equivalent (FTE) Student Count – Fall Semester: A fall semester count of all “full-time equivalent” students, pursuant to Section 1011.62, F.S.

Governing Body: The Board of County Commissioners of Charlotte County, the City Council of Punta Gorda, or any other chief governing body of a unit of local government, however designated, or any combination of such bodies as provided by Section 163.3164(20) F.S.

Governmental Agency: As provided by Section 163.3164 (21), F.S.

Level of Service (LOS) Standard: An indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility.

Local Government: Charlotte County and/or the Cities located within its boundary pursuant to Section 163.3164 (29), F.S.

Maximum School Utilization: The use of student capacity in each CSA to the greatest extent possible, based on the adopted level of service and the total number of permanent student stations according to the FISH, taking into account special considerations such as, core capacity, special programs, transportation costs, geographic impediments, court ordered desegregation, and class size reduction requirements to prevent disparate enrollment levels between schools of the same type (elementary, middle, high) and provide an equitable distribution of student enrollment district-wide.

Permanent Classroom: An area within a school that is not moveable and that provides instructional space for the maximum number of students who are assigned to a teacher, based on FDOE standards.

Permanent Student Station: The floor area in a permanent classroom required to house a student in an instructional program, as determined by the FDOE.

Program Capacity: The capacity of a school once the space needs are met for programs including, but not limited to, English Language Learner (ELL), programs for students with disabilities and programs for gifted students have been addressed.

Proportionate Share Mitigation: An Applicant improvement or contribution identified in a binding and enforceable agreement between the Applicant, the School Board and the Local Government with jurisdiction over the approval of the site plan, subdivision plan, plat or functional equivalent providing compensation for the additional demand on public school facilities caused by the residential development of the property.

Proposed New Residential Development: Any application for new residential development, or any amendment to a previously approved residential development which could result in student population impacts.

Residential Development: Any development that is comprised of dwelling units, in whole or in part, for human habitation.

School Board: The governing body of the School District, a political subdivision of the State of Florida and a body corporate pursuant to Section 1001.40, F.S.

School District of Charlotte County: The School District created and existing pursuant to Section 4, Article IX of the State of Florida Constitution.

School Capacity Availability Determination Letter (SCADL): Based upon a School Impact Analysis (SIA), a letter prepared by School Board staff, identifying if school capacity is available to serve a residential project, if capacity exists for each school type, and whether the proposed development is conceptually approved or vested.

School Board's 5-Year District Facilities Work Program: School Board's annual comprehensive capital planning document, that includes long range planning for facility needs over a five-year, ten-year and twenty-year planning horizon. The adopted School Board's 5-Year District Facilities Work Program and Capital Budget as authorized by Section 1013.35 F.S.

School Impact Analysis (SIA): A detailed report which evaluates a development plan for a proposed residential development and identifies the anticipated student impact from the development on the level of service standard within the Concurrency Service Area for each school type.

Significant Renovation: For purposes of this Agreement, "significant renovations" or "significant renovations to existing schools" shall mean (a) constructing an addition to the facility, or (b) the facility's replacement with a new facility, or (c) such other renovation which may affect public infrastructure such as roads, drainage or park land.

Student Generation Rate (SGR): A rate used to calculate the number of students by school type (elementary, middle, high) that can be anticipated from a new residential development.

Temporary Classroom: A movable classroom facility, not considered permanent capacity by the School Board, including but not limited to portable classrooms.

Temporary FISH Capacity: The temporary capacity at an existing public school facility based on the number of students that may be housed in temporary classrooms at the school facility.

Total FISH Capacity: The combination of temporary and permanent capacity at an existing public school facility.

Type of School: Schools providing the same level of education, i.e. elementary, middle, high school, or other combination of grade levels.

Utilization: A ratio showing the comparison of the total number of students for each school type enrolled to the overall capacity of a public school facility within a Concurrency Service Area (CSA).

Section 3. Joint Workshop Meetings

- 3.1 Staff Working Group (SWG). A staff working group consisting of representatives from the staffs of the County, the School Board, and the City will meet as needed, but no less often than annually, to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, collocation and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. The SWG will prepare any information for presentation for the joint workshop sessions referred to in Section 3.2. The SWG will be responsible for setting the dates of the SWG meetings and for setting the dates of the joint workshop sessions.
- 3.2 Meeting of Elected Officials. One or more members of the governing bodies of the County, the School Board and the City will meet as needed in a joint workshop session. These joint workshop sessions will be opportunities for the County, the City, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The presentation of the above information will be prepared by the SWG. If necessary, at the end of a joint workshop session, the County, the School Board and the City will set the date(s) for any additional joint workshop sessions.

Section 4. Student Enrollment and Population Projections

- 4.1 Projection Coordination. In fulfillment of their respective planning duties, the County, the City, 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. Countywide five-year population and student enrollment projections shall be revised annually and provided to the SWG.
- 4.2 Student Enrollment Projections. The School Board shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, F.S., where available, as modified by the School Board based on development data and agreement with the local governments and the Office of Educational Facilities. The School Board may request adjustment to the estimating conference projections to reflect actual enrollment and development trends. In formulating such a request, the School Board will coordinate with the City and County regarding development trends and future population projections.
- 4.3 Student Enrollment Allocation. The School Board, working with the County and the City, will use the information described in Section 5.3 of this Agreement to allocate projected student enrollment by grade level and school/facility so that the district-wide projections are not exceeded. The County and the City agree that the School Board shall have the authority to determine the school district attendance boundary lines based on the

assessment of student population. The allocation of projected student enrollment will be presented by the School Board to the SWG.

Section 5. Coordinating and Sharing of Information

5.1 The School Board's 5-Year District Facilities Work Program. On or before September 1st of each year, the School Board staff shall submit to the representatives of the SWG from the County and the City a draft of the Tentative School Board's 5-Year District Facilities Work Program or an addendum of the previous plan prior to adoption by the School Board. The plan will be consistent with the requirements of Section 1013.35, F.S., and will include projected geographically apportioned student populations, an inventory of existing school facilities, projections of facility space needs, information on relocatables/portables, general locations of new schools for the five-year, ten-year, and twenty-year time periods, and options to reduce the need for additional permanent student stations. The plan will also include a financially feasible School Board 5-Year District Facilities Work Program. The City and the County staff shall review the plan and comment to the School Board staff within fifteen (15) days on the consistency of the plan with the local government comprehensive plan, whether a comprehensive plan amendment will be necessary for any proposed educational facility, and whether the local government supports a necessary comprehensive plan amendment. If the local government does not support a comprehensive plan amendment, the matter shall be resolved pursuant to Section 8 of this agreement.

5.2 Educational Plant Survey. The Educational Plant Survey update will be completed every five years, and a copy will be provided to the SWG within ten (10) days after receipt of such update by the School Board staff. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31, F.S., and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan.

The SWG shall review the Educational Plant Survey update and provide comments as necessary to the School Board staff within ten (10) days after receipt of such update. The SWG shall also provide comments as necessary to the School Board regarding the preparation of the next Educational Plant Survey update to assist the School Board in the preparation of that update.

5.3 Growth and Development Trends. On or before March 1st of each year, the SWG representatives from the County and the City each will provide the School Board SWG representatives with a report on growth and development trends within their respective jurisdictions. These reports will include the following:

- a. The type, number, and location of residential units which have received final site plan approval;
- b. Information regarding future land use map amendments which may have an impact on school facilities;

- c. All building or development permits issued for the preceding year that may affect student population and their location. This information will identify the various categories of building or development permits and the total number of permits issued in each category during the preceding year. Additionally, this information may be a GIS-generated map of the County/City showing location of issued building or development permits; or a “scattergram” whenever such graphic can be generated by County/City staff;
- d. Information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students; and
- e. The identification of any development orders issued, which contain a requirement for the provision of a school site as a condition of development approval.

Section 6. School Site Selection, Significant Renovations to Existing Schools, Replacements, and Potential School Closures

- 6.1 Public Schools Facility Planning Committee (PSFPC). The School Board will establish a Public Schools Facility Planning Committee for the purpose of reviewing potential sites for new schools and proposals for significant renovation and potential closure of existing schools. Based on information gathered during the review, the PSFPC will submit recommendations to the Superintendent for the School Board. The PSFPC will be a standing committee and will meet on an as needed basis; it is understood membership of this committee will fluctuate. In addition to appropriate members of the School Board, the PSFPC will include at least one staff member representative appointed by the County and at least one staff member representative appointed by the City.
- 6.2 School Site Selection and School Remodeling. When the need for a new school is identified in the School Board’s 5-Year District Facilities Work Program, the PSFPC will review potential site(s) in the area of need. The potential site(s) for new school(s), and the list of schools identified in the School Board’s 5-Year District Facilities Work Program for replacement, significant renovation, or potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan. The assessment will include, as applicable, environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues. In addition, the issues identified in Section 6.4 of this agreement will be considered by both the local government and PSFPC as each site or school is evaluated. Based on the information gathered during this review, the PSFPC will make a recommendation to the Superintendent for the School Board or designee, of one or more sites for new schools in order of preference. The PSFPC will also make recommendations to the Superintendent or designee of one or more sites recommended for replacement, significant renovation, or potential closure.

- 6.3 Location of Potential School Sites. A list of potential school sites shall be developed pursuant to Section 6.2 of this Agreement. A map which identifies the location of the potential school sites shall be created and updated annually. Additions to the list shall be discussed by the SWG, and presented at the joint workshop sessions as referred to in Section 3.2 of this Agreement.
- 6.4 School Site Review Process. The following issues will be considered by the PSFPC, the School Board, and the local government with jurisdiction when evaluating new school sites, significant renovations of existing schools, replacements and potential closures of existing schools:
- a. The selection of schools proximate to urban residential development and contiguous to existing school sites, and which provide logical focal points for community activities and serve as the cornerstone for innovative urban design, including opportunities for shared use and collocation with other community facilities;
 - b. The location of elementary schools proximate to and within walking distance of the residential neighborhoods served;
 - c. The location of high schools on the periphery of residential neighborhoods, with access to major roads;
 - d. Compatibility of the school site with present and projected uses of adjacent property;
 - e. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl;
 - f. Site acquisition and development costs;
 - g. Safe access to and from the school site by pedestrians and vehicles;
 - h. Existing or planned availability of adequate public facilities and services to support the school;
 - i. Environmental constraints that would either preclude, or render new development or significant renovation of a public school on the site cost prohibitive;
 - j. Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;
 - k. A well-drained site and soils suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements;

- l. No conflict with the proposed location, the local government comprehensive plan(s), stormwater management plans, or watershed management plans;
 - m. The proposed location not within a velocity flood zone, a floodway, or the Coastal High Hazard Area, as delineated in the applicable comprehensive plan(s);
 - n. The proposed site accommodates the required parking, circulation and queuing of vehicles;
 - o. The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport; and
 - p. Any additional concerns regarding safety of the site and its suitability to be utilized as a school.
- 6.5 Timing. At least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board staff shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within forty-five (45) days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to Section 1013.33(6), F.S.
- 6.6 Consistency. In accordance with Section 1013.33(6), F.S., if a school site is consistent with the future land use policies and land use category that allow public schools, the local government may not deny the site plan application but may impose reasonable development standards and conditions in accordance with Chapter 1013, F.S. The local government may consider the adequacy of the site plan as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property.
- 6.7 Existing School Board Property. The parties to this Agreement recognize that the School Board has purchased various properties for specific uses prior to the effective date of this Agreement. The School Board has sought special exceptions or other review by the City or County as appropriate in each case. Properties purchased by the School Board prior to this Agreement shall not be subject to review under this Agreement but the School Board shall notify the respective local government when a development schedule is prepared so that infrastructure and joint use needs can be coordinated.

Section 7. Supporting Infrastructure

- 7.1 On-Site and Off-Site Infrastructure Improvements. In accordance with Sections 1013.33 (3)(d) and 163.31777(2)(d) F.S., the School Board and affected Local Governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support a new school or changes to an existing school facility that may affect public

infrastructure. The School Board and the Local Governments agree that the primary responsibility for constructing, operating and maintaining required infrastructure improvements shall be divided as follows:

- a. The School Board is responsible for
 - 1. On-site infrastructure improvements necessary to support the school;
 - 2. Right-of-way dedications necessary to accommodate off-site infrastructure (turn lanes, sidewalks, etc.) adjacent to the school property; and
 - 3. Extension of water and sewer lines required to serve the educational or ancillary facility. This provision is not intended to require the School Board to dedicate property or pay for improvements or construction of facilities of a general district-wide or regional nature which exceeds the School Board's proportionate share of the cost. By virtue of this subsection, the School Board is not waiving any local governmental responsibility for reimbursement per Chapter 1013, F.S.
- b. The Local Government is responsible for
 - 1. Acceleration/deceleration/by-pass lanes on roads contiguous to the school site;
 - 2. School cross-walk pavement striping;
 - 3. School zone flashing lights;
 - 4. Traffic signals that are required on public roads;
 - 5. Sidewalks needed within the two mile walk zone of a school;
 - 6. Reduced speed limit zones and signage; and
 - 7. Fire hydrant main extension.

7.2 Expenditure of Funds. The Parties and other governmental agencies and boards of the state may expend funds, separately or collectively, by contract or agreement, for the placement, paving, or maintaining of any road, byway, or sidewalk if the road, byway, or sidewalk is contiguous to or runs through the property of any educational plant, or for the maintenance or improvement of the property of any educational plant or of any facility on such property. Expenditures may also be made for sanitary sewer, water, stormwater, and utility improvements upon, or contiguous to, any existing or proposed educational plant.

7.3 Proportionate Share. In accordance with 1013.51(1)(b)F.S., the School Board may pay its proportionate share of the cost of on-site and off-site system improvements necessitated by the educational facility development, but the School District is not required to pay for or install any improvements that exceed those required to meet the on-

site and off-site needs of a new public educational facility or an expanded site, nor address existing facility or service backlogs or deficits.

Section 8. Local Planning Agency, Comprehensive Plan Amendments, Rezoning, and Developments of Regional Impact that Increase Residential Density and Community Development Projects

- 8.1 School Board Representation on the Local Planning Agency. The County and the City will each appoint a nonvoting representative nominated by the School Board on their respective Local Planning Agencies (LPA), to attend those meetings at which the respective LPA considers an application for a comprehensive plan amendment or rezoning or Development of Regional Impact (DRI) that would, if approved, increase residential density on the property that is the subject of the application. The City and the County may, in their separate discretion, grant voting status to the School Board member of their respective LPA. Nothing shall preclude the School Board member of an LPA from requesting attendance of additional School Board staff members at a particular LPA meeting when specialized opinions are needed to comment on any application.
- 8.2 School Board Representative Appointment. The School Board will appoint a representative or representatives to review and provide comments to the County for use in its staff reports for any application for comprehensive plan amendment, rezoning, or DRI, if any of such applications could have an impact on student enrollment, enrollment projections, or school facilities. The School Board will appoint a representative or representatives to review and provide comments to the City for use in its staff reports for any application for comprehensive plan amendment or rezoning, if any of such applications could have an impact on student enrollment, enrollment projections, or school facilities.
- 8.3 Notification of Potential Impacts. The County and the City agree to give the School Board notification of any plan amendment, rezoning or DRI application pending before them or their respective LPA that may affect student enrollment, enrollment projections, or school facilities. Such notice will be sent to the School Board staff at the same time the application is distributed to the applicable local government staff for comment, which in any case shall be at least thirty (30) days prior to the presentation of the application to the applicable LPA for a recommendation to the applicable local government governing body for decision. This notice requirement applies to applications for amendments to the applicable local government comprehensive plan, the applicable local government comprehensive plan's future land use map, rezonings, and developments of regional impact. The School Board staff shall provide written comments back to the County or the City staff, whichever is applicable, to be attached to the applicable staff report.
- 8.4 School Board Response. After notification by the Local Government, and prior to application approval, the School Board staff shall advise the Local Government of the school enrollment impacts anticipated to result from the proposed comprehensive plan amendment, rezoning or DRI, and whether sufficient capacity exists or is planned. Comments must be received by the City or County staff at least twenty (20) days prior to

the presentation of the application to the applicable LPA for recommendation to the applicable local government governing body for decision.

- 8.5 Insufficient Capacity. Based on the adopted level of service standard for schools, if sufficient school capacity is not available or planned to serve a development at the time of impact, the School Board staff shall advise the applicable Local Government of the capacity deficiencies.

If sufficient capacity is not available or planned to serve the development at the projected time of impact, the Local Government shall advise the developer that the School Board staff has identified there may be insufficient capacity to serve the development at the time of projected impact. The Local Government shall then advise the developer that they may choose to explore with the School Board and Local Government to provide mitigation for the anticipated impact at the time of review of the final site plan, final plat, or the functional equivalent.

If the developer chooses to utilize the options identified in Section 11.5 of this Agreement, the developer shall enter into an enforceable and binding agreement with the School Board and Local Government. It is required that an enforceable and binding agreement be executed by the School Board prior to the Local Government's public hearing for approval of the final site plan, final plat, or the functional equivalent. When the agreement is approved by the School Board, the agreement will then be presented for approval to the Local Government at the public hearing for the final site plan, final plat, or the functional equivalent.

If the developer chooses not to utilize this option, the developer shall acknowledge in writing to the School Board that they understand that they shall be required to address those anticipated deficits prior to final site plan, final plat or the functional equivalent.

The review by the School Board staff regarding comprehensive plan amendments, rezonings and DRIs containing residential units shall be classified as a Planning Level Review. The Planning Level Review does not constitute school concurrency review. This Section shall not be construed to obligate a Local Government to deny an application should the School Board fail to identify options to meet anticipated demand or should the collaborative process described in this Section fail to yield a means to ensure sufficient capacity.

- 8.6 Review Criteria. In reviewing and making decisions regarding applications for comprehensive plan amendments, rezonings, and DRIs the County and the City will consider the following issues:

- a. School Board staff comments on:

1. Available school capacity or planned improvements to increase school capacity;
 2. The provision of school sites and facilities within planned neighborhoods;
 3. The inclusion of school bus stops and turnarounds; and
 4. Compatibility of land uses adjacent to existing schools and reserved school sites;
- b. The collocation of parks, recreation and neighborhood facilities with school sites;
 - c. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
 - d. Traffic circulation plans, which serve schools and the surrounding neighborhood; and
 - e. The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools.

8.7 Community Development. In formulating community development plans and programs, the County and the City will consider the following issues:

- a. Giving priority to scheduling capital improvements that are coordinated with and meet the capital needs identified in the School Board's 5-Year District Facilities Work Program;
- b. Providing incentives to the private sector to identify and implement creative solutions to developing adequate school facilities for residential developments;
- c. Targeting community development improvements in older and distressed neighborhoods near schools; and
- d. Working to address and resolve multi-jurisdictional public school issues.

Section 9. Collocation and Shared Use

9.1 Collocation and Shared Use. Collocation and shared use of facilities are important to the School Board, the City and the County. During planning and design of construction, the School Board will look for opportunities to collocate and share use of school facilities and civic facilities when preparing the School Board's 5-Year District Facilities Work Program. Likewise, collocation and shared use opportunities will be considered by the City and the County when preparing updates to their respective comprehensive plans' schedule of capital improvements and when planning and designing new, or renovating

existing, community facilities. For example, opportunities for collocation and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, pools, stadiums, and other similar facilities. In addition, collocation and shared use of school and governmental facilities for health care and social services will be considered.

- 9.2 Collocation and Shared Use Agreements. Separate agreements between the School Board and the City and between the School Board and the County will be developed to address issues of collocation and shared use of facilities which 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.

Section 10. Requirements for the School Concurrency Program

- 10.1 School Concurrency Established. This Agreement establishes a Public School Concurrency program consistent with the requirements of Sections 163.3177, 163.31777 and 163.3180, F.S.

- a. The Parties agree that the timely delivery of adequate public school facilities at adopted levels of service standards requires close coordination among the Parties at the level of land use planning, development approval, and school facility planning. Further, the Parties agree that new school facilities should be planned for and provided proximate to those areas planned for residential development or redevelopment. Further, School Board staff shall review and provide a determination on all residential applications for final site plan approval, subdivision approval, plat approval or the functional equivalent which will have an impact on school capacity and the School Board's 5-Year District Facilities Work Program.
- b. The Parties agree that approval of residential final site plans, subdivision plans, plats or the functional equivalent may be issued only if school capacity within a CSA is available in public school facilities at the level of service standard (LOS) specified in this Agreement, or if an Applicant chooses to mitigate for its impacts through a proportionate share payment in accordance with Section 11.5 of this Agreement.
- c. The Applicant shall provide a School Impact Analysis (SIA) form to the School District for a determination of whether school capacity is available to serve the residential development at the adopted LOS. This determination shall be in the form of a School Capacity Availability Determination Letter (SCADL) and based upon the criteria established in the applicable Local Government's Public School Facilities Element (PSFE).

- 10.2 Level of Service (LOS) Standard. To ensure the capacity of schools is sufficient to support student growth in the community, the Parties shall adopt LOS standards based on Total FISH Capacity (Total FISH Capacity = Permanent FISH Capacity + Temporary FISH Capacity) by school type. The Parties hereby agree that the adopted

LOS standard shall be 100% of total FISH capacity for high schools, 100% of total FISH capacity for middle schools, and 95% of total FISH capacity, which includes program capacity for elementary schools.

- a. Temporary classrooms shall not be accepted as a means of proportionate share mitigation. It is the policy of the School Board to reduce the number of relocatable classrooms over time until they are no longer needed. Public school facilities which achieve the adopted LOS should, to the greatest extent possible, discontinue the use of temporary classrooms, except when used as an operational solution.
- b. Temporary classrooms may be used as an operational solution during replacement, renovation, remodeling or expansion of a public school facility. In the event of a disaster or emergency, temporary classrooms may be used to satisfy the need for additional student stations.

10.3 Concurrency Service Area (CSA) Boundaries. The Parties hereby agree that the LOS standard for each school type shall be measured and applied using geographic areas known as a CSA. The mapping of the CSAs by school type shall be included in the data and analysis of the PSFE and are provided for information purposes only in Appendix A of this Agreement.

- a. The Local Governments shall adopt the standards for modification of the CSA boundary maps as defined here into the PSFE of their Comprehensive Plan.
 1. The Parties shall apply school concurrency on a less than district-wide basis, using individual school boundaries or a combination thereof to establish CSAs.
 2. Specialized schools shall not be included in the CSAs identified above for the purposes of school concurrency. Specialized schools are open to students residing within the district and students are generally accepted through application approval. These special public schools vary in size, and may target a specific type of student and can limit the age groups or grade levels.
- b. Any Party may propose a change to the CSA boundaries. Prior to adopting any change, the School Board must verify the following that as a result of the change:
 1. The adopted LOS standards will be achieved and maintained by the end of the School Board's 5-Year District Facilities Work Program planning period; and
 2. The utilization of school capacity will be maximized to the greatest extent possible, taking into account transportation costs and other relevant factors.

- c. The Parties shall observe the following process for modifying CSA boundary maps:
 1. The School Board, in coordination with Local Governments shall review the proposed CSA boundaries and the data and analysis used to support the changes, and determine whether or not a change is appropriate considering the above standards.
 2. If the proposed changes to the CSA boundaries are acceptable, the School Board shall transmit the changes with the supporting data and analysis to the Local Governments for review and comment. Comments from the Local Governments must be provided within forty-five (45) days of receipt.
 3. The change to a CSA boundary shall become effective upon final approval of the new CSA boundary map by the School Board. New CSA boundary maps shall also be included as data and analysis in support of the Local Governments' PSFE.

10.4 Specific Responsibilities of the School Board. By entering into this Agreement, the School Board agrees to do the following subject to the provision that none of the following shall exceed the requirements of the Florida Statutes:

- a. Prepare and annually update, in coordination with Local Governments, the financially feasible School Board's 5-Year District Facilities Work Program containing enough capacity each year to meet the demand for student stations identified by the population projections so that no CSA exceeds the adopted LOS standard.
- b. Maximize utilization of school capacity in order to ensure that all the schools of each type (elementary, middle, high) in each CSA operate at or below the adopted level of service standard for the school type, consistent with the requirements of this Agreement.
- c. Construct the capacity enhancing and modernization projects which, when completed, will add sufficient capacity to achieve and maintain the adopted LOS standard for all CSAs based on the projected enrollment; provide for required modernizations; and satisfy the School Board's constitutional obligation to provide a uniform system of free public schools on a county-wide basis.
- d. Consider utilizing charter schools built in conformance with School Board standards and with Section 453 of Florida Building Code [State Requirements for Educational Facilities (SREF)], to the extent the enrollment can be controlled by the School Board, to expand capacity of the public school system and mitigate the educational impact created by the development of new residential dwelling units.
- e. Provide the Local Governments with the required data and analysis updated

annually to support the comprehensive plan elements and any amendments relating to school concurrency.

- f. Review proposed new residential developments for compliance with concurrency standards, consistent with the requirements of this Agreement.
- g. Review proportionate share mitigation options for new residential development consistent with the requirements of this Agreement.
- h. Provide necessary staff and material support for the Implementation Review Workshops required for the oversight and monitoring of the implementation of this Agreement, as identified in Section 12 of this Agreement.
- i. Provide information to the Local Governments regarding potential school and ancillary facility locations, and infrastructure necessary to support public school facilities, which may necessitate amendments to Future Land Use Plan and Capital Improvements Plan Elements of the Local Governments' comprehensive plans, consistent with the requirements of this Agreement.

10.5 School Board's 5-Year District Facilities Work Program. The School Board's 5-Year District Facilities Work Program shall be used by the School Board to identify school capacity projects necessary to achieve and maintain the adopted LOS standard for CSAs of each school type and to verify its ability to fund the capital improvement projects for the five-year planning period, as amended annually.

- a. Participation. The School Board shall include the Local Governments in the annual preparation of their School Board's 5-Year District Facilities Work Program as provided in Section 1013.33(3)(f), F.S.
- b. Timing. The School Board shall update and adopt the School Board's 5-Year District Facilities Work Program for public schools in Charlotte County on or before September 30th of each year. The School Board's 5-Year District Facilities Work Program shall include the following:
 - 1. Specify all new construction, remodeling or renovation projects which will add permanent capacity or modernize existing facilities.
 - 2. Include a description of each school project, a listing of funds to be spent in each fiscal year, including proportionate share mitigation funding, for the planning, preparation, land acquisition, construction or extension of public facilities needed to support the school project, and actual construction and renovation of each school project which adds capacity or modernizes existing facilities; and the amount of capacity added.
 - 3. Identify the projected enrollment, capacity and utilization percentage of all schools.

4. Update the CSA boundaries, as necessary.
 5. Update the public school LOS standards, as necessary.
- c. Transmittal. Commencing after the effective date of this Agreement, the School Board shall transmit the tentative final draft of the School Board's 5-Year District Facilities Work Program to the Local Governments and the SWG on or before September 1st of each year.
 - d. Adoption. Unless the adoption is delayed by mediation or a lawful challenge, the School Board shall adopt the School Board's 5-Year District Facilities Work Program no later than September 30th and it shall become effective no later than October 1st of each year.
 - e. Additions. The School Board may amend the School Board's 5-Year District Facilities Work Program at anytime to add necessary capacity projects to satisfy the provisions of this Agreement. For additions to the School Board's 5-Year District Facilities Work Program, the School Board must demonstrate its ability to maintain the financial feasibility of the School Board's 5-Year District Facilities Work Program for the current 5-year planning period.
- 10.6 Specific Responsibilities of the County and City. When the Comprehensive Plan amendments adopted in accordance with this Agreement become effective, the Local Governments shall do the following:
- a. Withhold, phase or defer the approval of any site plan, subdivision plan, plat or functional equivalent for new residential units not exempted under Section 11.1(c) of this Agreement, until the School Board staff has issued a SCADL determining that there is school capacity available to serve the development or a development agreement with the School Board has been executed with the applicant and approved consistent with the requirements of this Agreement.
 - b. Share information with the School Board regarding population projections, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and amendments to future land use plan elements consistent with the requirements of this Agreement.
 - c. Maintain data for residential development which shall be provided to the School Board annually at the Joint Workshop.
- 10.7 Required Comprehensive Plan Amendments. The County and the City agree to adopt the following Comprehensive Plan amendments no later than December 1st of each year, as necessary. The amendments shall be consistent with this Agreement, and those adopted by the other local government as required by Section 163.3180, F.S.

- a. Development, Adoption and Amendment of the Capital Improvements Element (CIE). An annual update or any amendment to the School Board's 5-Year District Facilities Work Program shall be transmitted to the Local Governments for review and comment no less than 30 days prior to adoption by the School Board. The County and the City shall adopt the School Board's 5-Year District Facilities Work Program into the Capital Improvements Elements of their Comprehensive Plans, provided such adoption does not affect the Local Governments' ability to maintain a financially feasible CIE for the current five-year planning period. The School Board's annually adopted 5-Year District Facilities Work Program shall be included in the next available comprehensive plan amendment round, but no later than December 1st of each year. This will ensure that the CIE uniformly sets forth a financially feasible public school capital facilities plan, consistent with the adopted LOS standards for public schools.
1. Corrections or modifications to the School Board's 5-Year District Facilities Work Program concerning costs, revenue sources, or acceptance of facilities pursuant to dedications, may be accomplished by ordinance, and shall not be deemed an amendment to the comprehensive plan. A copy of the ordinance shall be provided to the State of Florida Department of Economic Opportunity (DEO).
 2. The Local Governments, by adopting the School Board's 5-Year District Facilities Work Program into the CIE of the Local Government's Comprehensive Plan, shall have neither the obligation nor the responsibility for funding the School Board's 5-Year District Facilities Work Program.
- b. Development, Adoption and Amendment of the Public School Facilities Element (PSFE). The County and the City shall maintain and update a Public School Facilities Element which is consistent with those adopted by the other Local Governments within the County. The PSFE and this Agreement must be consistent with each other.

In the event that it becomes necessary to amend the PSFE, the Local Government wishing to initiate an amendment shall request review through the SWG prior to transmitting the amendment to the DEO. The SWG shall be responsible for distributing the amendment to all Parties to this Agreement for review and comment.

1. To achieve required consistency, the County and the City shall adopt the amendment in accordance with the statutory procedures for amending comprehensive plans.
2. If any Local Government objects to the amendment and the dispute cannot be resolved between or among the Parties, the dispute shall be resolved in accordance with the provisions set forth in this Agreement. In such a case,

the Parties agree not to adopt the amendment until the dispute has been resolved.

Any local issues not specifically required by law in the PSFE may be included or modified in the Local Government PSFE by following the normal Comprehensive Plan amendment process and that all such changes must maintain the financial feasibility of the School Board's 5-Year District Facilities Work Program and must not have a cost implication, or create additional coordination for the School Board.

- c. Development, Adoption and Amendment of the Intergovernmental Coordination Element (ICE). The amendment of the ICE in conformance with Section 163.3180(13)(6)(h), F.S., shall be in accordance with that process set forth in Section 163.3184, F.S.

10.8 Continuance of School Concurrency. Unless delayed by mediation or a lawful challenge, the School Concurrency Program described in the Agreement shall remain in force following execution by all Parties.

Section 11. Uniform School Concurrency Process

11.1 General Provisions. The County, the City and the School Board shall ensure that the LOS Standard established for each school type is achieved and maintained.

- a. No final site plan, subdivision plan, plat or the functional equivalent for a new residential development may be approved by the County or City, unless the application is exempt from these requirements as provided in Section 11.1(c) of this Agreement, or until a SCADL has been issued by School Board staff to the Local Government indicating that adequate school capacity exists within a CSA for each school type.
- b. A Local Government may condition the approval of the application to ensure that necessary school facilities are in place, in order to validate or render effective the approval. This shall not limit the authority of a Local Government to deny a site plan, subdivision plan, plat or the functional equivalent, pursuant to its home rule regulatory powers.
- c. The following residential uses shall be considered exempt from the requirements of school concurrency:
 - 1. All single family lots of record in existence prior to the effective date of school concurrency.
 - 2. Any residential development that has a site plan, subdivision plan, preliminary or final plat approval or the functional equivalent for a site specific development order approved prior to the effective date of school

concurrency.

3. Any age-restricted community with no permanent residents under the age of eighteen (18). Exemption of an age-restricted community must be subject to a restrictive covenant limiting the age of residents to 18 years and older.
 4. All new residential developments or amendments to previously approved residential developments, which are calculated to generate less than one student.
 5. All new residential plats and site plans (or functional equivalent), or amendments to previously approved residential development orders, which are calculated to generate less than one student.
 6. Development that has been authorized as a DRI pursuant to Chapter 380, F.S., as of July 1, 2005, except that any Notice of Proposed Change, or application of an exchange (equivalency matrix) that increases residential density shall be subject to review for school concurrency at the time of the Notice of Proposed Change.
- d. Upon request by an Applicant submitting any land development application with a residential component, School Board staff shall issue a determination as to whether or not a development, lot or unit is exempt from the requirements of school concurrency.

11.2 School Concurrency Application Review. Any Applicant submitting an application for a site plan, subdivision plan, plat or functional equivalent with a residential component that is not exempt under Section 11.1(c) of this Agreement is subject to school concurrency and must prepare and submit a School Impact Analysis (SIA) form to the Local Government, for review by the School Board staff.

The SIA must indicate the location of the development, number of dwelling units, a phasing schedule (if applicable), and age-restrictions for occupancy (if any). The Local Government shall initiate the review by determining that the application is sufficient for processing. Once deemed sufficient, the Local Government shall transmit the application and the SIA to School Board staff for review. The process is as follows:

- a. An application for residential development is submitted to the Local Government initiating a sufficiency review. Once deemed sufficient, the Local Government will time and date stamp the application and the SIA, and transmit both to School Board staff for review. The School Board shall charge the Applicant a non-refundable application fee to meet the cost of concurrency review. A receipt for payment from the School District shall be included with the SIA upon submittal to the Local Government.

- b. The School District representative shall review the Applicant's SIA for a residential development which has been submitted and deemed sufficient for processing by the applicable Local Government.
- c. The School District representative shall review each SIA in the order in which it is received and verify whether sufficient student stations for each school type are available or not available in the proposed development's CSA to support the Applicant's proposed development.
 - 1. To determine a proposed development's projected students, the projected number of residential units shall be converted into projected students for all schools of each type within the specific CSA using the Student Generation Rates.
 - 2. New school capacity within a CSA, which is in place or under actual construction at the time of application, will be added to the capacity shown in the CSA.
- d. If the projected student growth from an Applicant's proposed residential development causes the adopted LOS for any school type to be exceeded in the CSA, an adjacent CSA will be reviewed for available capacity.
 - 1. In conducting the adjacency review for available capacity, School Board staff shall consider adjacent CSA capacity to accommodate projected enrollment and, if necessary, shall review each adjacent CSA until all adjacent CSAs have been evaluated for available capacity to satisfy space required to accommodate the projected enrollment. If capacity is identified to accommodate the projected enrollment, School Board staff shall issue a SCADL indicating that capacity is available.
 - 2. If a proposed development causes the LOS in the CSA in which it is located to exceed the adopted LOS standard for any school type, and there is available capacity in an adjacent CSA, the actual development impacts shall be shifted to an adjacent CSA having available capacity. This shift may be accomplished through attendance boundary changes or by assigning the impacts of the development to an adjacent CSA for the school type(s) impacted.
- e. In the event that there is not adequate capacity available to support the adopted LOS standard within the CSA in which the proposed development is located, or in an adjacent CSA to support the development impacts, School Board staff will issue a SCADL within twenty (20) working days of receipt of the SIA detailing why the development is not in compliance, and offer the applicant the opportunity to provide proportionate share mitigation through the mitigation process described below in Section 11.5 of this Agreement, revise the application, or withdraw the application. If the applicant pursues the mitigation option and the proposed

mitigation is accepted, the School Board shall enter into an enforceable and binding agreement with the affected Local Government and the Applicant pursuant to Section 11.5 of this Agreement.

- f. When capacity has been determined to be available, School Board staff shall issue a SCADL verifying available capacity to the applicant and the affected Local Government.
- g. The Local Government shall be responsible for notifying School Board staff when a residential development has received a Certificate of Concurrency (COC) and when the COC for the residential development is modified or is revoked.

11.3 School Concurrency Approval. Issuance of a SCADL by School Board staff identifying that capacity exists within the adopted LOS indicates only that school facilities are currently available. Capacity will not be reserved for the Applicant's proposed residential development until the Local Government issues a COC.

- a. A Local Government shall not issue a COC for a residential development until receiving confirmation of available school capacity within the adopted level of service for each school type, in the form of a SCADL from School Board staff, or an enforceable and binding agreement has been approved.
- b. Once the Local Government has issued a COC, school concurrency for the residential development shall be valid for the life of the COC. Extension or modification of a COC for a residential development shall require a new review for adequate school capacity to be performed by the School District. This review requires issuance of a new SCADL and, if necessary, modification or creation of a binding and enforceable agreement.
- c. Local Governments shall notify School Board staff within ten (10) working days of any official change in the validity (status) of a COC for a residential development.
- d. The Local Government shall not issue a building or development permit or its functional equivalent for a non-exempt residential development without confirming that the development received a COC prior to final site plan, subdivision plan, plat approval or functional equivalent, and the COC is still valid.

11.4 Development Review Table. School Board staff shall create and maintain a Development Review Table (DRT) to measure available capacity at the adopted LOS within the CSAs for each school type. The DRT will be used to compare the projected students from proposed residential developments to the CSAs available capacity.

- a. Student enrollment projections shall be based on the most recently adopted School Board's 5-Year District Facilities Work Program and the DRT shall be

updated to reflect these projections. Available capacity shall be derived using the following formula:

$$\text{Available Capacity} = \text{CSA Capacity}^1 - (\text{Enrollment}^2 + \text{Reserved Capacity}^3)$$

Where:

¹ CSA Capacity = Total FISH Capacity of all schools adjusted by LOS standards and planned portable reductions within the applicable CSA for each school type

² Enrollment = Total CSA Student enrollment as counted at the February FTE

³ Reserved Capacity = Students generated from residential developments exempt from school concurrency and students generated from residential developments approved after the implementation of school concurrency.

- b. Using the February FTE, the reserved student capacity on the DRT for the CSA will be reduced by the number of students for each school type represented by the residential units that received certificates of occupancy within the previous twelve-month (12) period.

11.5 Proportionate Share Mitigation. In the event there is not sufficient school capacity available within the adopted LOS to support an Applicant's development, the School District in coordination with the applicable Local Government(s) may offer the applicant the opportunity to consider proportionate share mitigation options. If an option is accepted by the Applicant, the Applicant, the School Board, and the Local Government shall enter into an enforceable and binding agreement to mitigate the impact from the development through the creation of additional school capacity.

- a. When the student impacts from a proposed development cause a failure to meet the adopted LOS standard, the Applicant's proportionate share will be based on the number of additional student stations necessary to meet the established LOS standard for the affected school type(s). The amount to be paid will be calculated by the total cost per student station for elementary, middle, and high school types, which includes land acquisition, construction and infrastructure expenditures for school sites.
- b. The methodology used to calculate an Applicant's proportionate share mitigation shall be as follows:

$$\text{Proportionate Share} = ({}^1\text{Development students} - \text{Available Capacity}) \times {}^2\text{Total Cost per student station}$$

Where the following definitions apply:

¹Development students = Students generated by residential development that are assigned to that CSA for the affected school type(s).

²Total Cost = The cost per student station by school type, which includes land acquisition, construction and infrastructure expenditures for school sites as determined by the School District.

- c. The Applicant may be allowed to enter a negotiation period with the School Board in an effort to mitigate the impact from the development through the creation of additional capacity. Upon identification, and acceptance of the mitigation option by the School Board and the applicable Local Government, the Applicant shall enter into a binding and enforceable agreement.
 1. A mitigation contribution provided by an Applicant to offset the impact of a residential development must be directed by the School Board toward a school capacity project for the impacted school type(s), and identified in the School Board's 5-Year District Facilities Work Program. The Applicant may pay his proportionate share to mitigate the proposed development impacts in accordance with the formula provided in Section 11.5 (b) of this Agreement.
 2. If a capacity project does not exist in the School Board's 5-Year District Facilities Work Program, the School Board may add a capacity project to the School Board's 5-Year District Facilities Work Program to satisfy the impact from a proposed residential development, if it is funded through the Applicant's proportionate share mitigation contributions or some other specified funding source. Mitigation options may include, but are not limited to the following:
 - (a) Contribution of land or payment for land acquisition in conjunction with the provision of additional school capacity; or
 - (b) Mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits; or
 - (c) Provision of additional student stations through the donation of buildings for use as a primary or alternative learning facility; or
 - (d) Provision of additional student stations through the renovation of existing buildings for use as learning facilities; or
 - (e) Construction or expansion of permanent student stations or core capacity; or
 - (f) Construction of a public school facility in advance of the time set forth in the School Board's 5-Year District Facilities Work Program; or

- (g) Construction of a charter school facility in advance of the time set forth in the School Board's 5-Year District Facilities Work Program, providing that it is built according to State Requirements for Educational Facilities (SREF) standards.
3. For mitigation measures approved by the School Board, the estimated cost to construct the mitigating capacity will reflect the estimated future construction costs at the time of the anticipated construction.
 4. Improvements contributed by the Applicant shall receive school impact fee credit if applicable. The Applicant shall receive an impact fee credit for that portion of the Applicant's educational impact used to fund the improvements on which the proportionate share mitigation is calculated.
 5. If the proportionate share mitigation required is greater than the impact fees generated by the development, the difference between the Applicant's proportionate share and the impact fee credit shall be the responsibility of the Applicant.
 6. Any proportionate share mitigation must be directed by the School Board toward a school capacity improvement identified in the School Board's 5-Year District Facilities Work Program.
 7. Upon conclusion of the negotiation period, a second SCADL shall be issued.
 - (a) If mitigation is agreed to, School Board staff shall issue a new SCADL approving the Applicant's development subject to those mitigation measures agreed to by the Local Government(s), Applicant and the School Board. Final site plan, subdivision plan, plat approval or the functional equivalent, shall not be approved until the mitigation measures are memorialized in an enforceable and binding agreement with the Local Government(s), the School Board and the Applicant that specifically details mitigation provisions to be paid for by the Applicant and includes all relevant terms and conditions.
 - (b) If mitigation is not agreed to, the SCADL shall detail why any mitigation proposals were rejected and why the development is not in compliance with school concurrency requirements. A SCADL indicating either that adequate capacity is available, or that there is no available capacity following the negotiation period as described in Section 11.5(c) of this Agreement, constitutes final agency action by the School Board for purposes of Chapter 120, F.S.

11.6 Appeal Process. A person may appeal a determination made as a part of the school

concurrency process.

- a. A person substantially affected by the School Board's adequate capacity determination made as a part of the school concurrency process may appeal such determination through the process provided in Chapter 120, F.S.
- b. A person substantially affected by a Local Government decision made as a part of the school concurrency process may appeal such decision using the process identified in the Local Government's regulations for appeal of development orders. This shall not apply to any decision subject to section (a) above.

Section 12. Oversight Process

- 12.1 Implementation Review. The School Board, the County and the City shall conduct workshops as needed to discuss the implementation of this Agreement. The implementation review workshops shall be open to the public and provide for public comment on the implementation of this Agreement. The implementation review workshops may be either separate workshops conducted by the separate parties to this Agreement, or joint workshops providing for the participation of more than one party to this Agreement. The SWG shall prepare the agendas for the implementation review workshops, which shall include a report on the activities involved in the implementation of the Agreement since the execution of this Agreement, or since the last implementation review workshop, whichever is applicable.

Section 13. Special Provisions

- 13.1 School Board Requirements. The Parties acknowledge and agree that the School Board is or may be subject to the requirements of the Florida and United States Constitutions and other state or federal statutes regarding the operation of the public school system. Accordingly, the Parties agree that this Agreement is not intended, and will not be construed, to interfere with, hinder, or obstruct in any manner, the School Board's constitutional and statutory obligation to provide a uniform system of free public schools on a county-wide basis or to require the School Board to confer with, or obtain the consent of, the Local Governments, as to whether that obligation has been satisfied. Further, the Parties agree that this Agreement is not intended and will not be construed to impose any duty or obligation on the Local Governments for the School Board's performance of its constitutional or statutory obligation.
- 13.2 Land Use Authority. The Parties specifically acknowledge that the County and the City are responsible for approving or denying comprehensive plan amendments and development orders within their own jurisdictions. Nothing herein represents or authorizes a transfer of this authority to any other party.

Section 14. Resolution of Disputes

If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this Agreement, such dispute will be resolved in accordance

with governmental conflict resolution procedures specified in Chapter 164 and Chapter 186, F.S. In the event of any conflict between the dispute resolution procedures contained in Chapter 164 and Chapter 186, the provisions of Chapter 164 shall govern.

Section 15. General

Whenever the terms City, County or School Board are used herein, the applicable term may refer to the governing board of the applicable Local Government or the School Board, or it may refer to the staff of the applicable Local Government or School Board, whichever the context indicates.

Section 16. Amendment of the Agreement

This Agreement may only be amended by written consent of all parties to this Agreement, so long as the amended Agreement remains in compliance with all statutory provisions.

Section 17. Execution of the Agreement

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and be the Agreement between the parties.

Section 18. Termination of the Agreement

18.1 Termination. No party to this Agreement may terminate its participation in the agreement, except as follows:

- a. By providing a sixty (60) day written notice to all other parties; or
- b. Another agreement is adopted between that party and the School Board meeting all requirements of law that is consistent with the requirements of this Agreement.

Section 19. Entire Agreement

This Agreement sets forth the entire agreement among the parties relating to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and Agreements, written or oral, among the parties.

Section 20. Effective Date

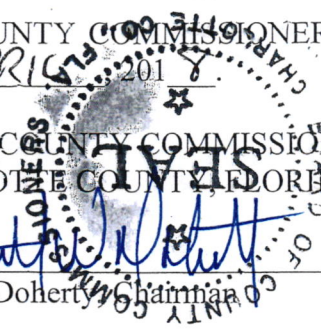
This Agreement becomes effective immediately following the signatures of all Parties to the Agreement.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the Parties by their duly authorized officials on the date set forth below.

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, THIS 24th Day of APRIL, 2018.

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By *Kenneth W. Doherty*
Kenneth W. Doherty, Chairman



ATTEST:
Roger D. Eaton, Clerk of Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

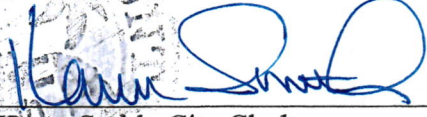
By *Michelle DeBeardino*
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR2018-0115

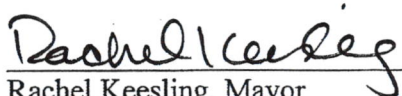
DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF PUNTA GORDA, THIS 16 Day of May, 2018.

ATTEST:




Karen Smith, City Clerk

CITY OF PUNTA GORDA, a Florida
Municipal Corporation



Rachel Keesling, Mayor

APPROVED:



David Levin, City Attorney

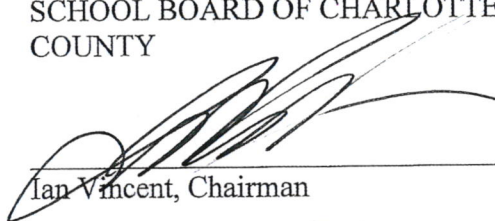
DULY PASSED AND ADOPTED BY THE SCHOOL BOARD OF CHARLOTTE COUNTY,
THIS 8th Day of May, 2018.

ATTEST:



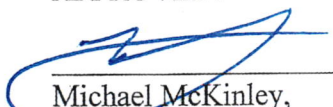
Steve Dionisio, Superintendent

SCHOOL BOARD OF CHARLOTTE
COUNTY



Ian Vincent, Chairman

APPROVED:



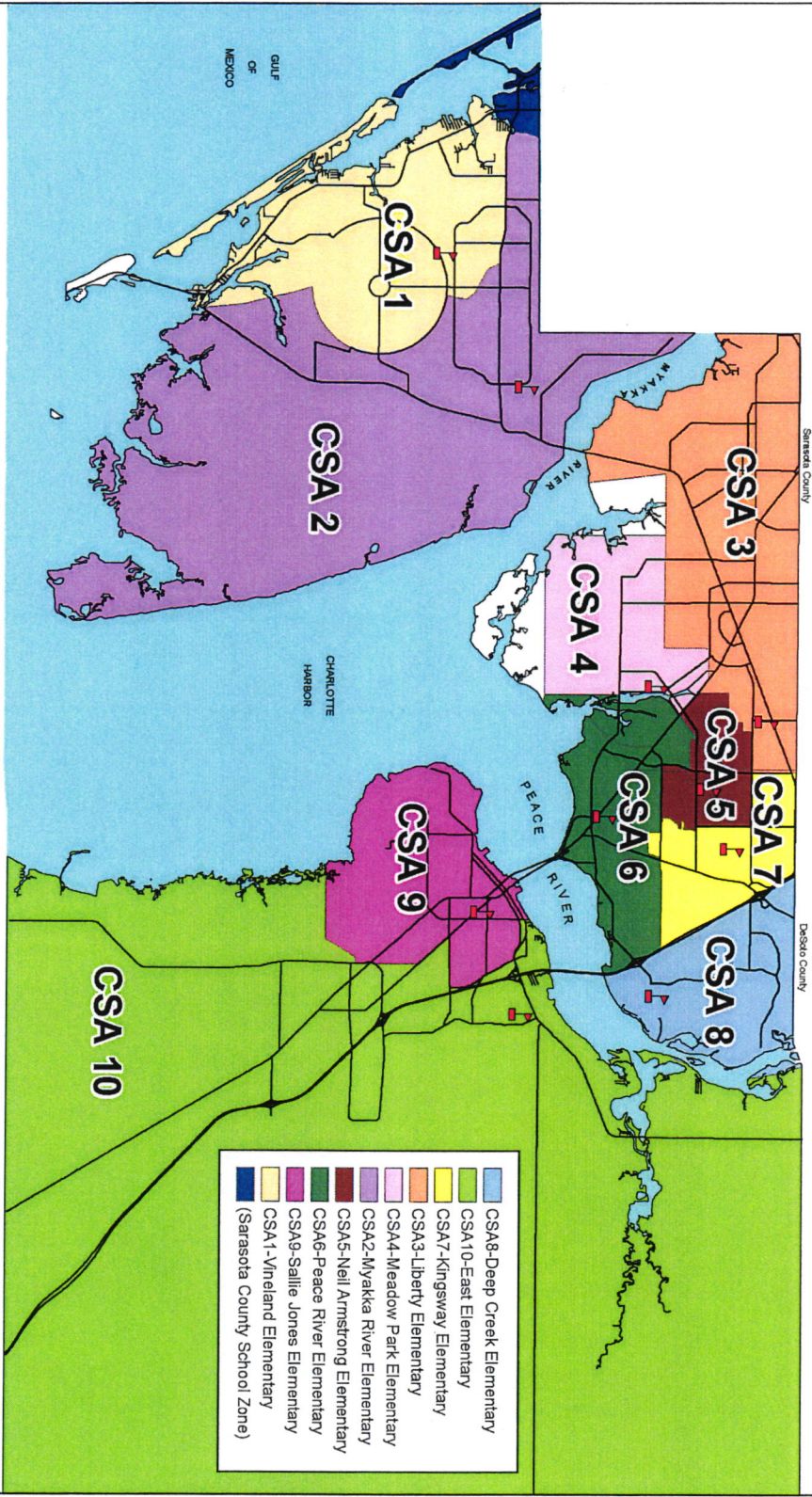
Michael McKinley,
School Board Attorney

APPENDIX A
Concurrency Service Area Map Series



Charlotte County Adopted Elementary School Concurrency Service Areas

Charlotte County Government
 "To exceed expectations in the delivery of public services."
www.CharlotteCountyFl.com



Light Blue	CSA8-Deep Creek Elementary
Light Green	CSA10-East Elementary
Yellow	CSA7-Kingsway Elementary
Orange	CSA3-Liberty Elementary
Pink	CSA4-Meadow Park Elementary
Purple	CSA2-Myakka River Elementary
Dark Red	CSA5-Neil Armstrong Elementary
Green	CSA6-Peace River Elementary
Magenta	CSA9-Sallie Jones Elementary
Yellow	CSA1-Vineland Elementary
Dark Blue	(Sarasota County School Zone)

This map is a representation of compiled public information. It is believed to be an accurate and true depiction for the stated purpose, but Charlotte County and its employees make no guarantees, implied or otherwise as to its use. This is not a survey, nor is it to be used for design.



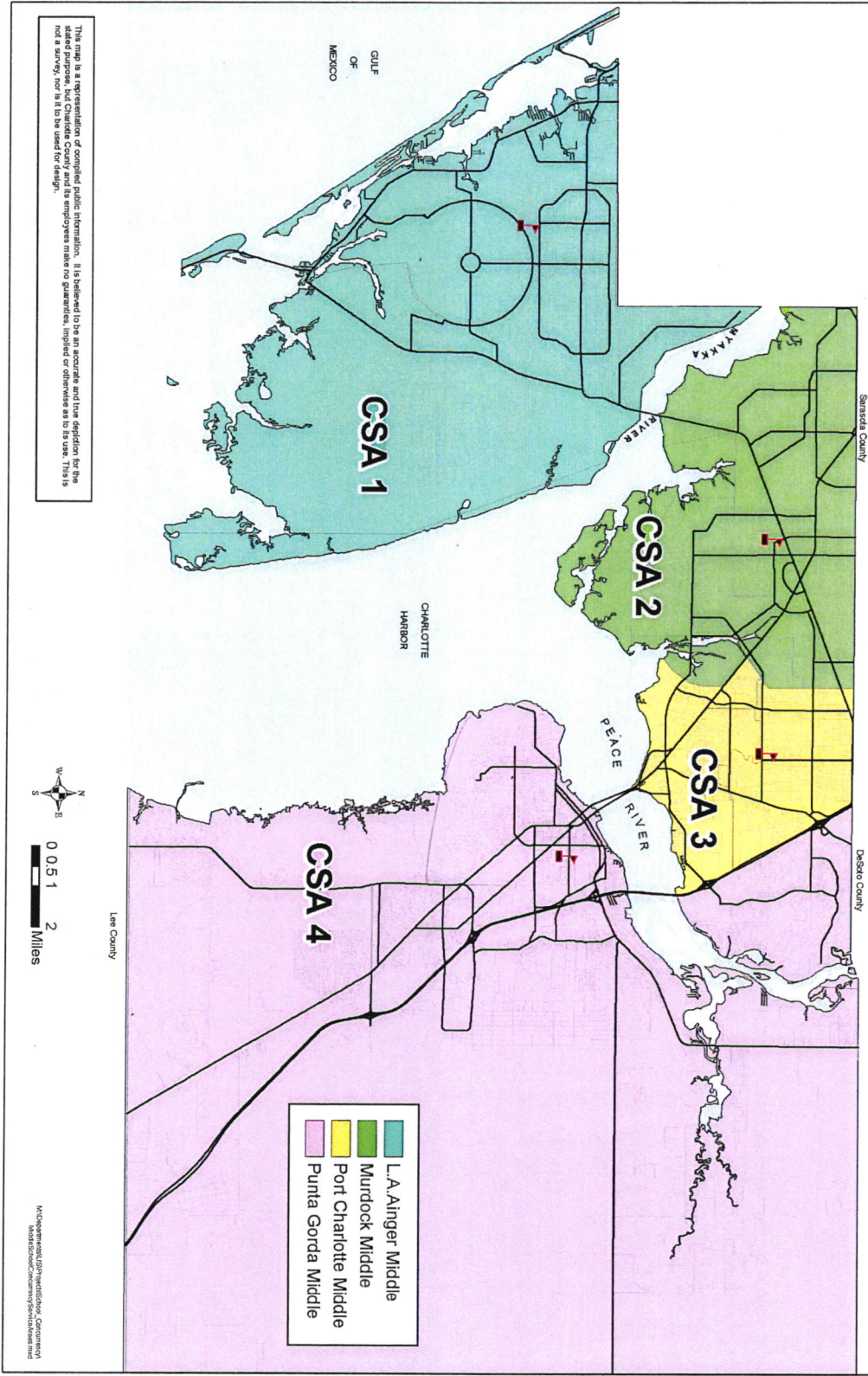
MapDrawnBy:SPH/Redesign, Concurrency
 ElementarySchoolConcurrency/SchoolAreas.mxd



Land Information Section

Charlotte County Adopted Middle School Concurrency Service Areas

Charlotte County Government
To exceed expectations in the delivery of public services.
www.CharotteCountyFL.com

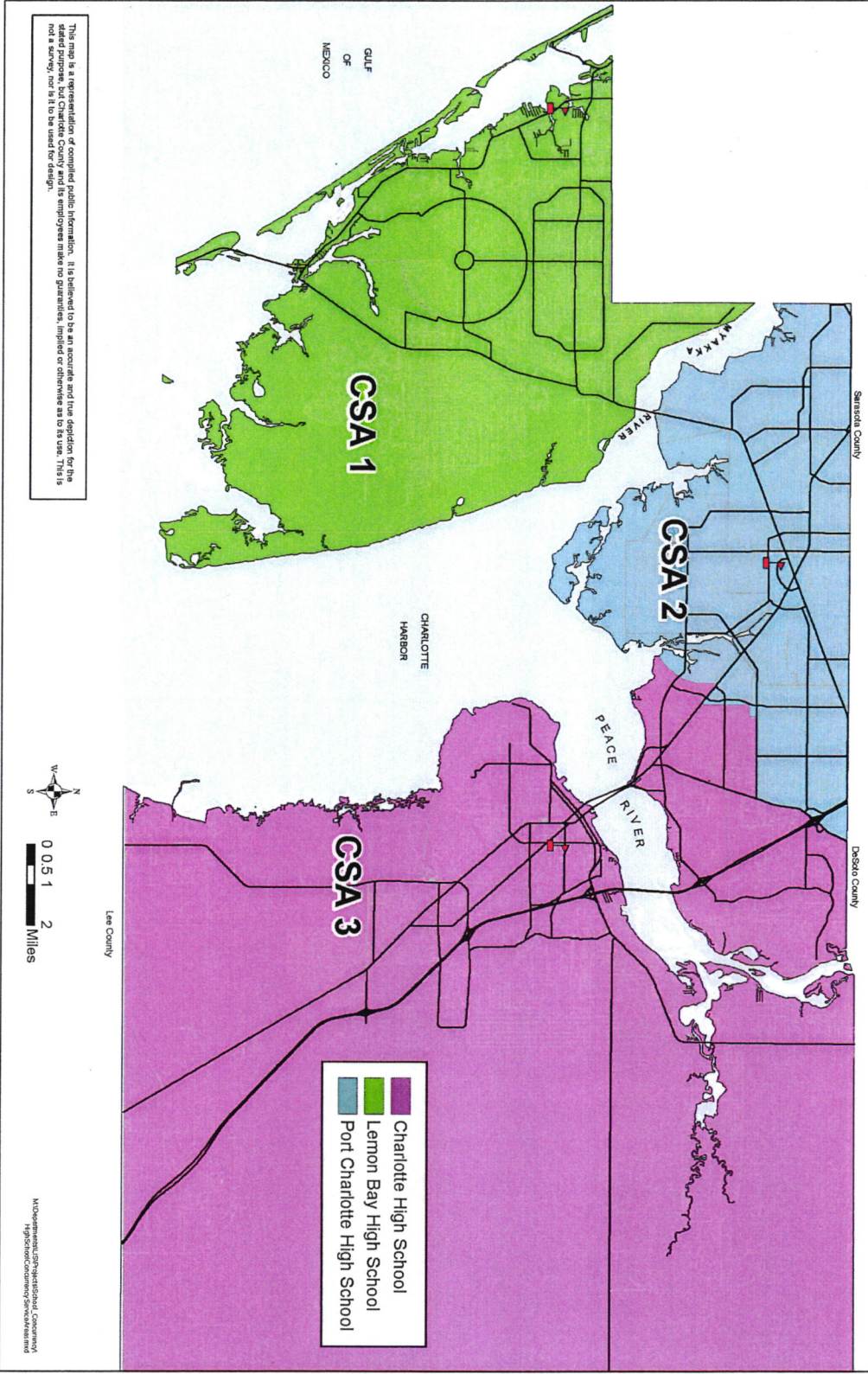




Charlotte County Adopted High School Concurrency Service Areas

Charlotte County Government

"To exceed expectations in the delivery of public services."
www.CharlotteCountyFL.com



APPENDIX B

School District Student Generation Multiplier

Determining the number of students generated from new residential developments is necessary to accurately assess a new residential development's impact on public schools. This student generation rate allows the School District to calculate the number of new students that can be expected from a residential development, based on the number and type of residential units proposed. With the projected number of students defined, the impact of the residential development on available school capacity can be determined. The current student generation multipliers are based on actual students residing in a variety of housing types.

Two data sets were used to calculate the student generation multipliers. These datasets were the 2009 Geographic Information Systems (GIS) property parcel file from the Charlotte County Land Information Office and October 2009 enrollment data from the School District. The student address data were geo-coded to property unit data and street centerline data to create a GIS point file with the spatial location of each student based on their school type and home address. Similar to the previous study, the updated analysis used over 95 percent of the total student population and the volume of data was large enough to offset occasional assignment errors. The total student population used in the multiplier analysis was 16,447. Students with address errors or post office box addresses were not matched to an address by geo-coding. Additionally, home-schooled students and those attending non-traditional schools were not included in the analysis.

A comparative analysis was conducted to gain an understanding of how Charlotte County's student generation multipliers compare to those prepared by other counties. Based on the analyses, CCPS has adopted a county-wide blended student generation multiplier found below. The blended multiplier is a simple calculation of occupied dwelling units to students by grade level and provides an accurate student generator for new development. The multipliers will be reviewed on a periodic basis. As new and updated information becomes available, the multipliers will be kept current and as accurate as possible while keeping in step with changes in the residential housing market in the county.

County-wide Blended Student Generation Multiplier

<i>Units</i>	<i>Elementary</i>	<i>Middle</i>	<i>High</i>	<i>K-12 Total</i>
#	0.065	0.036	0.051	0.152