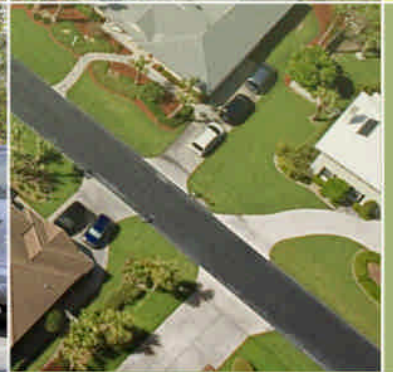
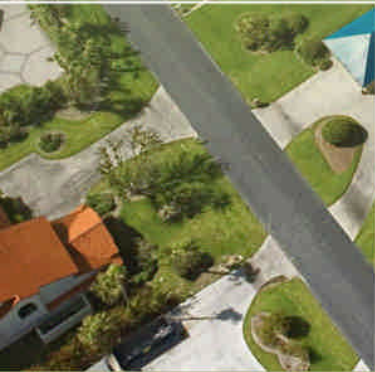
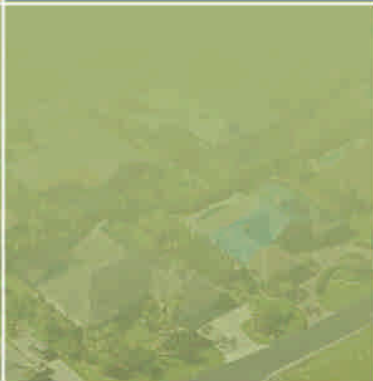
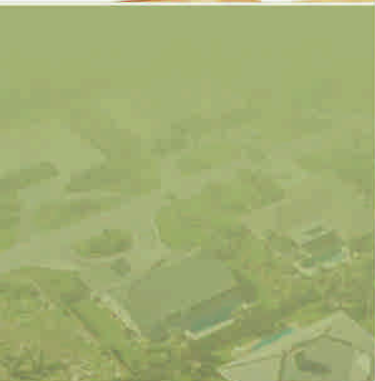
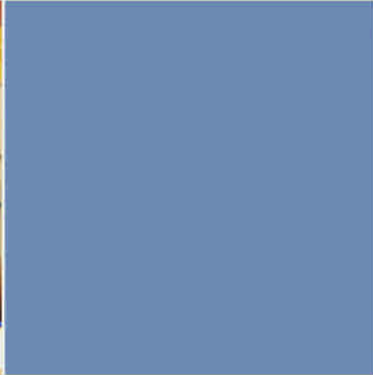
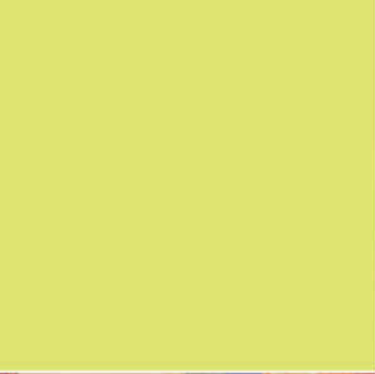


# COLLIER COUNTY INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND SCHOOL CONCURRENCY

District School Board of Collier County,  
Collier County, and all the Cities of  
Everglades City, Marco Island, and Naples.



UPDATED DRAFT  
AUGUST 2007

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## List of Acronyms

<u>CAG</u>	<u>Citizen Advisory Group</u>
<u>CIE</u>	<u>Capital Improvement Element</u>
<u>CIP</u>	<u>School District Five-Year Capital Improvement Plan</u>
<u>COA</u>	<u>Certificate of Public Facility Adequacy</u>
<u>CSA</u>	<u>Concurrency Service Areas</u>
<u>DRI</u>	<u>Development of Regional Impact</u>
<u>DRT</u>	<u>Development Review Table</u>
<u>FAC</u>	<u>Florida Administrative Code</u>
<u>FDOE</u>	<u>Florida Department of Education</u>
<u>FISH</u>	<u>Florida Inventory of School Houses</u>
<u>FTE</u>	<u>Full-Time Equivalent</u>
<u>FS</u>	<u>Florida Statutes</u>
<u>ICE</u>	<u>Intergovernmental Coordination Element</u>
<u>LDR</u>	<u>Land Development Regulations</u>
<u>LOSS</u>	<u>Level of Service Standard</u>
<u>PSFE</u>	<u>Public School Facilities Element</u>
<u>SBR</u>	<u>Interlocal Agreement between the Board of County Commissioners of Collier County, Florida and the Collier County School Board to establish Educational Plant and Ancillary Plant Site Development Review Processes and Substantive Criteria including the Consideration of Future Implementing Land Development Regulations.</u>
<u>SCADL</u>	<u>School Capacity Availability Determination Letter</u>
<u>SGM</u>	<u>Student Generation Multiplier</u>
<u>SIA</u>	<u>School Impact Analysis</u>
<u>SREF</u>	<u>State Requirements for Educational Facilities</u>
<u>SWG</u>	<u>Staff Working Group</u>
<u>TAZ</u>	<u>Traffic Analysis Zone</u>

# INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND SCHOOL CONCURRENCY

This Interlocal Agreement (hereinafter referred to as "Agreement") is entered into by and between the following parties: T~~he~~ Collier County Board of County Commissioners (hereinafter referred to as the "County"); Everglades City, a municipal corporation; the City of Marco Island, a municipal corporation, and the City of Naples; also a municipal corporation, (hereinafter collectively referred to as the "Cities");~~;~~ and the District School Board of Collier County, Florida (hereinafter referred to as the "School Board District"). The County, the Cities, and the School District, ~~together~~ 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 of Collier County; and

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

WHEREAS, the Parties recognize the benefits to the citizens and students of their community by more closely coordinating their comprehensive land use and school facilities planning programs to ~~ensure~~ promote: (1) better coordination of new schools in time and place with land development; (2) greater efficiency for the ~~Parties School Board and the County by~~ through the placement of schools to take advantage of existing and planned roads, water, sewer, parks, and drainage systems; (3) improved student access and safety by coordinating the construction of new and expanded schools with ~~the road and sidewalk construction programs of the County;~~ (4) the location and design of schools so that they serve as community focal points; (5) the location and design of schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities; and (6) the location of new schools and expansion and rehabilitation of existing schools so as to reduce pressures contributing to urban sprawl and support existing neighborhoods; and

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

WHEREAS, Section 1013.33 (10), ~~Florida Statutes F.S.,~~ requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the County and Cities, (hereinafter together referred to as the "Local Governments") ~~appropriate local governing body;~~ and

WHEREAS, Sections 163.3177(6)(h) 1 and 2, ~~Florida Statutes F.S.,~~ require each Local Government's comprehensive plan include to adopt an intergovernmental coordination element ~~as part of its comprehensive plan that states~~ stating the principles and guidelines to be used in the ~~to accomplishment of the~~ coordination of the adopted comprehensive plan with the plans of the School District School Board, and describe the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Section 163.3177(6)(h)2, ~~Florida Statutes F.S.,~~ further ~~requires~~ each county, all the municipalities within that county, and the district school board ~~the Parties~~ to

establish by interlocal or other formal agreement, executed by all affected entities, the joint processes described above consistent with their adopted intergovernmental coordination element; and

WHEREAS, Sections 163.31777, 163.3180(13), and 1013.33, F.S., require the Parties to update their Public School Interlocal Agreement to establish school concurrency to satisfy Section 163.3180 (13)(g)1, F.S. and

WHEREAS, the Local Governments are entering into this Agreement in reliance on the School District's obligation to prepare, adopt and implement a financially feasible capital facilities program to achieve public schools operating at the adopted LOSS consistent with the timing specified in the School District's Capital Improvement Plan, and the School District's further commitment to update and adopt the plan annually in coordination with the Local Governments to add enough capacity to the Plan in each succeeding fifth year to address projected growth in order to maintain the adopted LOSS and to demonstrate that the utilization of school capacity is maximized to the greatest extent possible pursuant to Section 163.3180 (13)(c)2, F.S.; and

WHEREAS, the School District, is entering into this Agreement in reliance on the Local Governments' obligation to adopt amendments to their local comprehensive plans to implement School Concurrency as provided in Section 163.3180(13), F.S.; 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 Cities have similar jurisdiction within their boundaries; and

WHEREAS, the School District 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 the above referenced statutory requirements and in recognition of the benefits accruing to their citizens and students described above; and

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

WHEREAS, upon the Department of Community Affairs (DCA) acceptance of this Agreement, and upon the commitment of the Parties hereto to abide by and seek fulfillment of the terms and conditions of the Agreement, ~~that~~ the DCA shall recognize the Agreement as fully satisfying Florida Statutes Sections 1013.33 and 163.3177 F.S. requirements for cooperative planning for all Parties involved, both individually and collectively.

NOW THEREFORE, in consideration of the public benefits to be realized from the ~~coordinated planning~~ and review of public educational facilities' planning and the use of a school concurrency system, the Parties hereby agree as follows:

## 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, ~~and~~ land use planning and school concurrency:

## Section 2. Definitions

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

**Ancillary Facility:** A building or other facility necessary to provide district-wide support services, such as an energy plan, bus garage, warehouse, maintenance building, and/or administrative building.

**Ancillary Plant:** The buildings, site, and site improvements necessary to provide such facilities as vehicle maintenance, warehouses, maintenance, or administrative buildings necessary to provide support services to an educational program.

**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, as identified in the first three years of the School District's Five Year Capital Improvement Plan.

**Certificate of Public Facility Adequacy (COA):** A certificate issued concurrently with the next to occur final local development order which verifies public facility capacity is available to service a development.

**Cities:** The municipalities within Collier County, except those that are exempt from the Public School Facilities Element, pursuant to Section 163.3177(12), F.S.

**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 by the beginning of 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 teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;



2. The maximum number of students who are assigned to each 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 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 163.3177 and 163.3178, F.S.

**Concurrency:** As provided for in the Florida Administrative Code Rule 9J-5.003, the necessary public facilities and services to maintain the adopted LOSS are available when the impacts of development occur.

**Concurrency Service Area (CSA):** A geographic area in which the LOSS 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.

**Development:** As provided by Sections 163.3164(6) and 380.04, F.S.

**Developer:** As provided by Section 163.3164(5) F.S.

**Development Order:** As provided by Section 163.3164(7), F.S., as amended, any order granting, or granting with conditions, an application for a development permit.

**Development Permit:** As provided by Section 163.3164(8), F.S.

**Development Review Table:** A table used by the School District to compare the projected students from proposed residential developments to the CSAs available capacity programmed within the first three years of the current five-year capital planning period.

**District Facilities Work Program:** The Five-Year listing of capital outlay projects, adopted by the District School Board as part of the Capital Improvement Plan, as defined in Section 1013.35 (1)(b) and as further explained in Sections 1013.35 (2)(a)2. and (2)(b) F.S.

**Educational Facility:** Buildings and equipment, structures and special educational use areas that are built, installed or established to serve primarily the educational purposes and secondarily the social and recreational purposes of the community and which may lawfully be used as authorized by the Florida Statutes and approved by boards.

**Educational Plant:** The educational facilities, site, and site improvements necessary to accommodate students, faculty, administrators, staff, and the activities of the educational program of each plant.

**Educational Plant Survey:** A systematic study of present educational and ancillary plants and determination of future needs to provide an appropriate educational program and services for each student based on projected capital outlay FTEs (Full Time Equivalents) approved by the Florida Department of Education (FDOE). The Survey is conducted at least every five years and submitted to the Florida Department of Education for review and validation.

**Exempt Local Government:** A municipality which is not required to participate in school concurrency when meeting all the requirements for having no significant impact on school enrollment, per Section 163.3177(12)(b), F.S., or because it has received a waiver from the Department of Community Affairs per Section 163.3177(1)(c), F.S.

**Financial Feasibility:** As provided in Section 163.3164(32), F.S., as amended, sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5-year capital improvement schedule for financing capital improvements, such as ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees, and Applicant contributions, which are adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted level of service standards are achieved and maintained within the period covered by the 5-year schedule of capital improvements.

**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.

**Governmental Agency:** As provided by Section 163.3164 (10), F.S.

**Governing Body:** The Board of County Commissioners of Collier County, the Councils of the incorporated municipalities, 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(9) F.S.

**Level of Service Standard (LOSS):** As provided for in the Florida Administrative Code Rule 9J-5.003, 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:** Collier County and/or the Cities located within the County boundary pursuant to Section 163.3164 (13), F.S.

**Maximize Utilization:** The use of student capacity in each CSA to the greatest extent possible, based on the adopted level of service standard and the total number of permanent student stations according to the FISH inventory, 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 provides instructional space for the maximum number of students in core-curricula courses which are assigned to a teacher based on the constitutional amendment for class size reduction and is not moveable.

**Permanent Student Station:** The floor area in a permanent classroom required to house a student in an instructional program, as determined by the Florida Department of Education (FDOE).

**Program Capacity:** The capacity of a school once the space needs for programs including, but not limited to, English as a Second Language (ESOL), special programs for the emotionally handicapped, autistic and varying exceptionalities have been addressed.

**Proportionate Share Mitigation:** An Applicant improvement or contribution identified in a binding and enforceable agreement between the Applicant, the School District and the Local Government with jurisdiction over the approval of the plat, site plan or functional equivalent to provide compensation for the additional demand on public school facilities caused by the residential development of the property, as set forth in Section 163.3180(13)(e), F.S.

**Proposed New Residential Development:** Any application for new residential development, or any amendment to a previously approved residential development which results in an increase in student 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 corporate body pursuant to Section 1001.40, F.S.

**School District of Collier 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 the School District, 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 District Five-Year Capital Improvement Plan (CIP) a.k.a. Educational Facilities Plan, as defined in s. 1013.35, F.S.:** School District's annual comprehensive capital planning document, that includes long range planning for facility needs over a five-year, ten-year and twenty-year planning horizons. The adopted School District's five-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.

**Student Generation Multiplier (SGM):** A rate used to calculate the number of students by school type (elementary, middle, high) and housing type (single-family, multi-family, etc.) that can be anticipated from a new residential development.

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

**Tentative Educational Facilities Plan:** As provided in Section 1013.35, F.S., the comprehensive planning document prepared annually and adopted by the District School Board prior to the adoption of the school budget, and submitted to the Office of Educational Facilities and SMART Schools Clearinghouse and the affected Local Governments.

**Tiered Level of Service:** A graduated level of service standard by school type, used over time to achieve an adequate and desirable level of service standard at the end of a specified period of time, as permitted by the F.S.

**Traffic Analysis Zone (TAZ):** A geographic area which is used to measure census information on population and housing characteristics, persons-per-household figures, historic and projected growth rates.

**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 23. Joint Workshop Meetings**

**2-13.1 Staff Working Group (SWG).** A staff working group with up to four staff-level representatives from the ~~each Local Government County~~ and the School District will meet on an as needed basis, but no less frequently than ~~twice~~ four times per year, to formulate recommendations and discuss issues regarding coordination of land use, ~~and school educational plants,~~ Local Government capital improvements planning, ~~including such and~~ issues such as population and student enrollment projections, development trends, ~~school~~ educational facility needs, co-location and

joint use opportunities, and ~~ancillary~~ infrastructure improvements needed to support the schools educational facilities. The SWG will also be responsible for reviewing and making recommendations on the School District's Five-Year Capital Improvement Plan, formally adopted by the School Board between July 1 and October 1 each year. And ensure safe student access. An agenda will be provided by School District staff one week in advance of all scheduled meetings. Representatives from the Southwest Florida Regional Planning Council will also be invited to attend. The School District staff, in coordination with the Local Governments' County Managers, or their designees (or the Mayor if there is not a Manager), will be responsible for appointing their respective staff representatives to the SWG. making meeting arrangements and providing the necessary notification for the first meeting in 2003. Thereafter, The process for meeting arrangements and notification will be as established by a majority of the members of the working group SWG then present.

**2.2.3.2 Meeting of Elected Officials.** One or more of the elected members of the County Commission, City Council for each City and the School Board ~~will~~ shall meet, at a minimum, every other year in a publicly noticed joint workshop session. Additional public workshops may be held upon request by one of the Parties to the Agreement either the County Commission or the School Board. The joint workshop sessions will be opportunities for the County Commission and School Board Parties to build consensus, and set direction regarding coordination of land use and school facilities educational facility planning, including, but not limited to the following: population and student estimates and projections, development trends, school educational facility needs, off site improvements, and joint use opportunities. The Local Government County Managers and School Board Superintendent-District will be jointly responsible for making meeting arrangements and providing public notification for the joint workshops.

## **Section 34. Student Enrollment and Population Projections**

**4.1 Projection Coordination.** In fulfillment of their respective planning duties, the County Local Governments and the School District School Board agree to coordinate their respective plans to include capital improvement plans and future land use plans based upon agreed upon the Local Governments' population projections, distribution of population growth, and the amount of, residential units by type (single family, multi-family, etc.) and the School District's distribution of student population growth and student enrollment.

**4.23.2 Student Enrollment Projections.** The School District School Board shall utilize the Florida Department of Education (FDOE) five-year county-wide student enrollment projections. The School Board District may request that the FDOE projections be adjusted to reflect actual enrollment and development trends not anticipated by the FDOE projections as a base for determining future student enrollment for each educational facility. In formulating such a request, tThe School Board District will shall coordinate, and reach agreement, with the Local Governments on any adjustment(s) made to the five-year countywide FDOE student enrollment projections resulting from the use of development data, as required by Section 1013.35 (2)(a)1. F.S. County regarding future population projections and growth. The Ffive-year population and student enrollment projections shall be revised annually to ensure that new residential development and redevelopment

information provided by the County Local Governments are reflected in the updated projections. The student enrollment projections by school will be included in the annually updated School District's Five-Year Capital Improvement Plan, formally adopted by the School Board between July 1 and October 1 each year, and as provided to the Local Governments each year pursuant to Subsection 5.1 of this Agreement.

**4.33.3 Sub-County Planning Sectors.** ~~The Staff from the Local Governments County staff,~~ in coordination with ~~the School Board District staff,~~ will use information on ~~County growth and development trends for unincorporated areas data,~~ such as ~~but not limited to, population and housing data by Traffic Analysis Zones (TAZ), census information on population and housing characteristics, census persons-per-household figures, historic and projected growth rates, and the information described in Subsection 4.2 of this Agreement, to project residential units by type (single family, multi-family and mobile home) for five years and allocate these units into sub-county planning sectors, such as Concurrency Service Areas (CSAs), consistent with county-wide projections. The planning sectors will be established by mutual consent of the School Board Parties and shall be included in the Data and Analysis for the Public School Facilities Element (PSFE). The allocation of residential units by type and planning sector will be provided to the School Board District by September 1st of each year.~~

**4.43.4 Student Generation Multipliers (SGM).** ~~The School Board District will evaluate the planning sector projections prepared by the County Local Governments pursuant to Section 4.3 above. The School Board, working with the County will develop and apply student generation multipliers for residential units by type for schools of each type. The SGMs are used to anticipate the number of students which will be generated from proposed residential development. The SGM may be generated by geocoding student address data to the Property Appraiser's property parcel and street centerline data to create a geographic information system (GIS) point file with the spatial location of each student based on their address, or another professionally acceptable methodology as determined by School District staff, in coordination with the staffs of the Local Governments. The SGM is then applied to different school types including, but not limited to, traditional public elementary, middle and high schools, as well as charter, alternative and vocational schools other combinations of grade levels. The School District shall update the student generation multipliers at least every two (2) years. The initial SGMs, and the methodology used to establish them, are attached to this Agreement as Appendix "B", considering past trends in student enrollment within specific planning sectors in order to project school enrollment. The school enrollment projections will be included in the Educational Facilities Report provided to the County each year as specified in Subsection 4.1 of this Agreement.~~

**3.5 Population Projections:** ~~Coordination regarding the update of the County population projections, their allocation into planning sectors, and conversion into projected student enrollment will occur on an annual basis at the staff working group meeting described in Subsection 2.1 of this Agreement. The revised projections and the variables utilized in making the projections will be reviewed and established by agreement of the staff working group.~~

## Section 45. Coordinating and Sharing of Information

### **5.14.1 Educational Facilities Report School District Five-Year Capital Improvement**

**Plan (CIP) a.k.a. Educational Facilities Plan.** By November 1st of each year, the ~~School Board District~~ shall submit to ~~the Local Governments County~~ an the School District's annually updated financially feasible Five-Year Capital Improvement Plan (CIP), formally adopted by the School Board between July 1 and October 1 each year Educational Facilities Report. The ~~Report CIP~~ will contain information in tabular, graphic, and textual formats detailing existing and projected school enrollment, existing educational ~~plants~~ facilities, their locations, the number of portable units (hereinafter "portables") in use at each school, and projected facility needs. The ~~Report will also contain the School Board's capital improvement plan CIP shall also contain the School District's,~~ include planned facilities with funding over the next 5 years, and a description of any unmet needs. The ~~Report CIP will~~ shall provide data for each individual school concerning school capacity based on FDOE criteria and enrollment of each individual school based on actual student counts. The ~~Report CIP will~~ shall show the generalized locations in which new ~~schools~~ educational facilities will be needed, along with planned renovations, expansions and closures of existing facilities ~~schools~~. The ~~CIP Report will~~ shall indicate ~~propertyies~~ the School Board District has already acquired through ~~developer Applicant~~ donation; ~~or propertyies~~ for which there is an developer Applicant obligation to provide ~~propertyies~~ to the School Board District, at the ~~School Board's District's~~ discretion; ~~and~~ propertyies acquired through other means that are potential ~~school~~ educational facility sites.

### **5.24.2 Growth and Development Trends:** ~~On~~ By September 1st of each year, the ~~County Local Governments~~ will provide the ~~School Board District~~ with a report on annual growth and development trends. The report will contain information in tabular, graphic and textual formats and will include information regarding development approvals for the preceding year as follows:

- (a) the type, number, and location of residential dwelling units which have received zoning approval, final subdivision plat approval, or site plan approval;
- (b) a summary of all comprehensive plan amendments to include a description of any land use changes and the location of the affected area;
- (c) the number of building permits issued for new residential ~~dwelling units,~~ the number of units authorized, permitted and the location of such residential ~~dwelling units;~~ dwelling units;
- (d) information regarding the conversion or redevelopment of housing or other structures into residential dwelling units which are likely to generate new students; and
- (e) identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval.

The estimated number of students generated from the development approvals from new residential dwelling units will be used in the data and analysis to support the annual update of the School Board District's Five-Year Capital Improvement Plan. ~~Five-year Capital Facilities Plan.~~

Appendix "D" provides a suggested calendar of events for the Parties to this Agreement.

## **Section 56. School Educational Facility Site Selection and Facility Remodeling Review**

**6.15.1 Educational Facility Site Selection and Facility Remodeling.** ~~The School Board District will establish an informal site evaluation committee—shall submit to the affected applicable Local Government for the purpose of reviewing the potential sites for new educational facilities schools, and proposals for renovation expansions, construction that changes the primary use of a facility, stadium construction, or construction which results in a greater than five percent increase in student capacity expansion and closure of existing schools educational facilities for an assessment regarding consistency with the Local Governments' comprehensive plan. ,and making suggested recommendations to the District Site Selection Committee, the Superintendent and the School Board. The site evaluation committee will be a standing committee and will meet on an as needed basis. In addition to appropriate members of the school district staff, the informal site evaluation committee will include at least one County staff member appointed by the County Manager. The Committee membership will be expanded as needed to include additional County staff. When the need for a new school site is identified in the district facilities work program, the site evaluation committee will develop a list of potential sites in the area of need identified in the educational plant survey. The list of potential sites and list of schools proposed for renovation, expansion or closure will be submitted to the County for an informal assessment regarding consistency with the County comprehensive plan including: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, and land use compatibility. In addition, consistency with community vision and other issues such as student assignment that have a bearing on site suitability will be commented upon. The issues identified in Subsection 5.2 of this Agreement will also be considered by both the County and site evaluation committee as each potential site and each school proposed for renovation, expansion or closure is evaluated. Based on the information gathered during this its review, the site evaluation committee applicable Local Government will make a recommendation to the School District Site Selection Committee concerning the selection of the potential school educational facility sites in order of preference, prior to land acquisition and, if applicable, public educational facility schools closures, expansions, construction that changes the primary use of a facility, stadium construction, or construction which results in a greater than five percent increase in student capacity proposed for remodeling or expansion affecting capacity or closure.~~

**6.2 5.2Site Selection Review.** The following matters will be considered by the applicable Local Government ~~informal site evaluation committee, the County when evaluating potential school educational facility sites, expansions, construction that changes the primary use of a facility, stadium construction, or construction which results in a greater than five percent increase in student capacity or the expansion or rebuilding of existing schools, including charter schools:~~



- (a) The location of ~~school~~ educational facility sites that will provide logical focal points for community activities such as the ~~community~~ public facilities itemized in Subsection 910.1(b) and serve as the cornerstone for innovative urban design standards, including opportunities for shared use and co-location of community facilities.
- (b) The location of new elementary and middle schools (educational facilities) proximate to residential neighborhoods.
- (c) The location of new ~~schools~~ educational facilities within reasonable walking distance of the residential dwelling units served by the facilities ~~schools~~, as practicable, under the student assignment program.
- (d) The location of new high schools (educational facilities) on the periphery of residential neighborhoods, with access to major roads.
- (e) Compatibility of the ~~school~~ educational facility site with present and projected uses of adjacent property.
- (f) Encouragement of community redevelopment and revitalization and efficient use of existing infrastructure and discouraging urban sprawl.
- (g) Land availability, site acquisition and development costs, and degree of urbanization.
- (h) Safe access to and from the ~~school~~ educational facility site by pedestrians and vehicles.
- (i) Availability of public facilities and services necessary to serve the proposed ~~school~~ educational facility, concurrent with the impacts of the school.
- (j) Environmental constraints that could preclude development of a public ~~school~~ educational facility on the site if mitigation is not available or practicable.
- (k) Impact on archaeological or historic sites listed in the National Register of Historic Places or designated by the ~~County~~ Local Government as a locally significant historic or archaeological resource.
- (l) Soil characteristics that indicate the proposed site is suitable for development or is adaptable for development and outdoor educational purposes with the provision of drainage improvements.
- (m) The proposed location in relation to ~~County~~ the Local Government's stormwater management plans or watershed management plans.
- (n) The proposed location in relation to the velocity flood zone, a floodway, or the Coastal High Hazard Area, as delineated in the Local Government's Comprehensive County Growth Management Plan.

- (o) The ability of the site to accommodate the required parking, circulation and queuing of vehicles.
- (p) The proposed location in relation to any airports considering the requirements of Section 333.03, ~~Florida Statutes F.S.~~, which regulates the construction of public educational plants ~~facilities~~ in the vicinity of an airport.

**6.35.3Timing.** As early as ~~practicable~~ 120 days, but no less than 60 days prior to acquiring or leasing property that may be used for a new public educational facility, expansions, construction that changes the primary use of a facility, stadium construction, or construction which results in a greater than five percent increase in student capacity or initiating the remodeling or expansion affecting capacity of an existing school educational facility, the School Board District shall provide written notice of same to the County applicable Local Government. The County Local Government, upon receipt of this notice, shall notify the School Board District within 45 days if the proposed new ~~school~~ educational facility site or expansions, construction that changes the primary use of a facility, stadium construction, or construction which results in a greater than five percent increase in student capacity ~~the site for the proposed remodeling or expansion affecting capacity of an existing school~~ is consistent with the land use categories and policies of the ~~its~~ Comprehensive Plan. The Local Government shall also provide the School District with a preliminary assessment of potential infrastructure impacts. This preliminary notice does not constitute ~~the County's~~ a determination of consistency by the Local Government pursuant to Section 1013.33(124), ~~Florida Statutes F.S.~~

## Section ~~6~~7. Supporting Infrastructure

**7.1** In conjunction with the preliminary consistency determination described in ~~SubSection 5.3~~ 6 of this Agreement, the School Board District and ~~County~~ the affected Local Government will jointly determine the need for, and timing of, onsite and offsite infrastructure improvements to public facilities necessary to ~~serve~~ support each new ~~school~~ educational facility or the proposed renovation, or expansion of an existing ~~school~~ facility, and will enter into a written agreement, or amend a current agreement, if applicable, to be consistent with this Agreement, as to the timing, ~~and~~ location, and the ~~entity or entities~~ party or parties responsible for ~~constructing, operating and maintaining~~ funding, construction, operation and maintaining the required improvements in accordance with Sections 1013.33(3)(d) and 163.31777(2)(d), F.S.

**7.2** 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** In accordance with 1013.51 (1)(b), The School District 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 78. Local Planning Agency Review of Comprehensive Plan Amendments, Rezoning, and Developments of Regional Impact Which Increase Residential Density Approvals.**

**8.17-1 School District Representation on the Local Planning Agency.** As provided by Section 163.3174, F.S., as may be amended from time to time, ~~the County Local Governments~~ will include a non-voting representative appointed by the School Board ~~District~~ on the local planning agency, or equivalent agencies, to attend those meetings at which the agency considers comprehensive plan amendments, and rezonings, and Developments of Regional Impact (DRI) that would, if approved, increase residential density on the property that is the subject of the application. The ~~County Local Governments~~ may, at its in their discretion, grant voting status to the School District representative. The School Board ~~District~~ will receive local planning agency's agendas and appropriate backup materials from the ~~Local Governments~~ County and will review and comment as appropriate.

**8.27-2 Notification of Potential Enrollment Impacts.** The ~~Local Governments~~ County will provide the School Board ~~District~~ notification of all ~~land-use applications Comprehensive Plan Amendments, rezonings and DRIs and development proposals pending before it~~ that may affect increase or decrease student enrollment, enrollment projections, or school affect educational facilities. Such notice will be provided at least 44 20 days prior to approval of the application. This notice requirement applies to amendments to the ~~Growth Management Plan, Future Land Use Element and Map Comprehensive Plan~~, rezonings, ~~developments of regional impact and DRIs, and other major residential or mixed-use development.~~

**8.37-3 School District Board Response.** After notification by the ~~County Local Government~~, and prior to application approval, the School Board ~~District~~ will ~~shall~~ advise the ~~County Local Government~~, at least 10 days prior to application approval, of the school enrollment impacts anticipated to result from the proposed ~~land-use application Comprehensive Plan Amendment, rezoning or DRI, or development proposal~~ and whether sufficient capacity exists or is planned in order to accommodate the impacts.

**8.47-4 Insufficient Capacity.** Based on the ~~DOE definition of adequate capacity adopted LOSS for educational facilities~~, if sufficient capacity is not available or planned to serve the development at the time of impact, the School Board ~~District~~ shall specify how it ~~proposed to meet the anticipated student enrollment deficiency demand~~; alternatively, the School Board, County, and developer may collaborate to find a means to ensure that sufficient school capacity will be available to accommodate the residential development, such as, developer contributions, project phasing, required facility improvements and school impact fees. If sufficient capacity is not available or planned to serve the development at the time of impact, the developer may choose

to offer, and the School District may consider accepting mitigation to address the anticipated student impact.

The review by the School District staff regarding comprehensive plan amendments, rezonings, and Developments of Regional Impact 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 District 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.

**8.57.5 Review Criteria.** In reviewing and approving land use applications, rezoning requests and ~~development proposals~~ DRIs, the ~~County~~ Local Governments will consider, if applicable, the following issues ~~when requested by the School Board~~:

- (a) Providing ~~school sites and facilities~~ educational plants within planned neighborhoods.
- (b) Insuring the compatibility of land uses adjacent to existing ~~schools~~ educational facilities and reserved ~~school~~ facility sites.
- (c) The co-location of parks, recreation and community facilities with ~~school~~ educational facility sites.
- (d) The linkage of ~~schools~~ educational facilities, parks, libraries and other public facilities with bikeways, trails, and sidewalks.
- (e) Insuring the development of traffic circulation plans to serve ~~schools~~ educational facilities and the surrounding neighborhood.
- (f) Providing off-site signalization, signage, access, other transportation improvements and sidewalks to ~~all-serve~~ educational facilities schools.
- (g) The inclusion of school bus stops and turnarounds in new developments.
- (h) Encouraging the private sector to identify and implement creative solutions to developing adequate ~~school~~ educational facilities in residential developments.
- (i) School ~~District Board~~ comments on ~~Growth Management~~ Comprehensive Plan amendments, rezonings and DRIs, which increase residential density.
- (j) Available school capacity, planned improvements or mitigation for insufficient ~~planned improvements to increase school capacity.~~

**8.67.6 Community Development.** In formulating community development plans and programs, the ~~County~~ Local Governments will consider the following issues:

- (a) Target community development improvements in older and distressed

neighborhoods near schools educational facilities.

- (b) Coordinate ~~County~~ programs and capital improvements that are consistent with and meet the capital needs identified in the School District's Board's school facilities Capital Improvement plan.
- (c) Encourage developments and property owners to donate ~~school sites for~~ educational facilities at predevelopment prices, assist with the construction of new facilities or ~~renovate~~ renovate existing facilities, and provide transportation alternatives.
- (d) Address and resolve multi-jurisdictional public school issues.

## **Section 89. Educational Plant Survey and ~~Five-Year District Facilities Work Program~~**

**9.18.4** **Educational Plant Survey.** At least one year prior to preparation of the educational plant survey update, the ~~staff working group~~ SWG established in Subsection ~~23.1~~ of this Agreement will assist the School ~~Board~~ District in an ~~advisory capacity in the~~ preparation of this update pursuant to Section 1013.33 (3)(f) F.S. The ~~staff working group~~ SWG will evaluate and make recommendations regarding the location and need for new educational ~~plants~~ facilities, or improvements to existing educational facilities, in terms of consistency with the applicable Local Governments' County Comprehensive Plan Growth Management Plan, and relevant land development regulations issues listed at Subsections ~~5.2,7.5 and 9.1~~ of this Agreement.

**8.2** ~~The School Board will provide the proposed annual update of the five-year district facilities work program to the County for review and comment for consistency with the County Growth Management Plan prior to adoption. The County may provide written comments to the School Board within 30 days following receipt of the proposed work program.~~

## **Section 910. Co-location and Shared Use.**

**10.19.4** **Co-location and Shared Use.** Co-location and shared use of facilities are important to both the School ~~District Board~~ and the Local Governments ~~County~~.

- (a.) The School ~~District Board,~~ in coordination with Local Governments, will look for opportunities to co-locate and share use of ~~school~~ educational facilities and civic facilities when preparing the its Educational Plant Survey and annual Five-Year Capital Improvement Plan. Likewise, co-location and shared use opportunities will be considered by the ~~County~~ Local Governments, in coordination with the School District, when preparing the updates to ~~its their~~ Growth Management Comprehensive Plan, Schedule of Capital Improvements and when planning and designing new, or renovating existing, ~~community~~ public facilities. For example, opportunities for co-location and shared use will be considered for ~~libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums.~~ In addition, where applicable, co-location and shared use of school and governmental facilities for health care and social services will be considered.

(b.) At the time that any Party to this Agreement begins to plan a new facility or significant improvement to an existing facility, it shall notify the other Parties so as to engage a dialogue regarding co-location and joint use of facilities. The Parties agree that prior to purchase of any land or facility intended for public use, the possibility for co-location of facilities shall be explored with all other Parties. Opportunities for co-location and shared use of facilities will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, where applicable, co-location and shared use of educational and governmental facilities for health care and social services will be considered.

9-2(c.) A separate agreement between the School ~~District Board~~ and the County Local Government or other appropriate entity, will be developed for each instance of co-location and shared use which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision.

### **Section 1011. Citizen Advisory Group Oversight Process**

11.1 **Establishment.** The Parties agree that the School Concurrency program will be monitored by a Citizen Advisory Group (CAG) to be established by the Parties to this Agreement no later than 90 days from the date this Agreement becomes effective. The Parties will direct their staffs to coordinate with the CAG in performance of its duties under this Agreement. Clerical support for meetings will be provided by the School District. The CAG shall be subject to the applicable Florida's Government-in-the-Sunshine Law requirements, and each Local Government's ordinances, as applicable, governing the creation of, conduct of, and meeting notice requirements for advisory boards.

11.2 **Membership.** The School ~~District Board~~, and the County Commission and each City Council shall each appoint a no more than two (2) citizen members to serve on the CAG oversight committee. The citizen members shall have knowledge or experience in at least one of the following areas: accounting, land development, demographics, land planning or business administration. ~~The committee shall appoint a chairperson, meet at least annually, and report to the County Commission and the School Board and the general public on the implementation of this Agreement together with its effectiveness.~~

11.3 **Duties.** The responsibilities of the group shall be limited to the monitoring of the implementation and effectiveness of this Interlocal Agreement, and to report once a year to the County Commission, each City Council, the School District and the general public on the implementation of this Agreement and the effectiveness of school concurrency.

11.4 **Organization.** At its first meeting the CAG shall appoint a chairperson, set terms of membership and establish an annual meeting date. The meeting shall be open and accessible to the public, and conducted in accordance with Florida's Government-in-the-Sunshine law.

## **Section 11.12. Site Plan Review for Schools Educational Facilities**

~~Projects initiated by the School Board shall comply with applicable site development plan review requirements as set forth in a separate interlocal agreement entitled “Interlocal Agreement Between the Board of County Commissioners of Collier County, Florida and the Collier County School Board to Establish Educational Plant and Ancillary Plant Site Development Review Processes and Substantive Criteria including the Consideration of Future Amendments to the County’s Growth Management Plan and Implementing Land Development Regulations,” which further refines and delineates the provisions and scope of a School Board Review process for site plan review of future School Board projects.~~

12.1 **Educational Facility Site Plan Review.** At the beginning of the educational facility site design phase, the School District shall provide the applicable Local Government the opportunity to review and comment on the proposed site plan.

12.2 **Local Government Approval.** Pursuant to Section 1013.33 (13), F.S., a Local Government may not deny the site applicant based on adequacy of the site plan as it relates solely to the needs of the facility. If the site is consistent with the comprehensive plan’s land use policies and categories in which public schools are identified as allowable uses, the Local Government may not deny the application but it may impose reasonable development standards and conditions in accordance with Section 1013.51(1), F.S., and consider the site plan and its adequacy as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property.

12.3 **Alternative Review Process.** A Local Government and the School District may agree and establish an alternative process for reviewing a proposed educational facility, the site plan, and offsite impacts, pursuant to a separate interlocal agreement in accordance with Section 1013.33 (13) and (14) F.S.

a. **Existing Interlocal Agreement between the County and the School District.**

The School District and the County recognize the existence of, and shall remain subject to, the Interlocal Agreement between the County and The School District, dated May 27, 2003, entitled INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA AND THE COLLIER COUNTY SCHOOL BOARD TO ESTABLISH EDUCATIONAL PLANT AND ANCILLARY PLANT SITE DEVELOPMENT REVIEW PROCESSES AND SUBSTANTIVE CRITERIA INCLUDING THE CONSIDERATION OF FUTURE AMENDMENTS TO THE COUNTY’S GROWTH MANAGEMENT PLAN AND IMPLEMENTING LAND DEVELOPMENT REGULATIONS, commonly referred to as the “SBR” review process, as it may be amended from time to time. The School District and the County currently intend that this Agreement shall remain in effect in accordance with its terms.

b. **Expiration of the SBR Interlocal Agreement Between the County and**

**the School District.**

The County and the School District agree that prior to the expiration of the SBR Interlocal Agreement, they will negotiate in good faith and use their best efforts to develop another SBR Interlocal Agreement, to be entered into pursuant to Section 1013.33 (14) F.S. If the County and the School District are unable to agree on another SBR Interlocal Agreement and the SBR Interlocal Agreement expires, then (1) the County will initiate Growth Management Plan amendments, to the Future Land Use Element and map series, Immokalee area Master Plan and golden Gate Area Master Plan, to modify the locational criteria for educational facilities to encourage the siting of these facilities proximate to urban residential areas to the extent possible, and to provide for the coordination of existing and planned educational facilities with the plans for supporting infrastructure, pursuant to Chapter 163, F.S. and Rule 9J-5, F.A.C.; and (2) should the County and the School District disagree over the review of a school site plan, then the County and the School District hereby agree that the School District shall file an action in the Circuit Court of Collier County seeking a declaratory judgment to resolve the dispute.

**Section 13. Requirements for the School Concurrency Program**

13.1 **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 educational facilities at the adopted LOSS requires close coordination among the Parties at the level of land use planning, development approval, and facility planning. Further, the Parties agree that the location of new educational facilities should be planned for and provided proximate to urban residential areas to the extent possible, provided the facilities are proximate to the existing and future residential areas they will serve, as identified on the countywide Future Land Use Map and map series. Further, the School District shall review and provide a determination on all applications for residential plats, site plans or functional equivalents which will have an impact on school capacity and the School District's Five-Year Capital Improvement Plan.
- (b) The Parties agree that, within the County's jurisdiction and each City's jurisdiction, residential plats, site plans or functional equivalents may be issued only if school capacity within a CSA, or adjacent CSAs, is available in public school facilities at the LOSS specified in the Local Governments' Comprehensive Plan. The applicant shall provide a School Impact Analysis (SIA) to the School District for a determination of whether school capacity is available to serve the residential development at the adopted LOSS. 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).

13.2 **Level of Service Standard (LOSS).** To ensure that the capacity of educational



facilities is sufficient to support student growth in the community, the Local Governments and School District shall adopt LOSS by school type. The Parties hereby agree that the adopted LOSS shall be 100% of Permanent FISH capacity for high schools, 95% of Permanent FISH capacity for middle schools, and 95% of Permanent FISH capacity for elementary schools.

(a) The School District may use a Tiered LOSS, or a long term concurrency management system, to provide an opportunity to eliminate any deficits in capacity while maintaining a financially feasible CIP during a planning period. During the time that the Tiered LOSS, or the long term concurrency management system, is in effect, the School District may also initiate necessary program changes, boundary adjustments, and/or additional capacity to prevent the LOSS from being exceeded.

13.3 **Concurrency Service Area (CSA) Boundaries.** The Parties hereby agree that the LOSS for each educational facility type shall be measured and applied using geographic areas known as Concurrency Service Areas (CSAs).

(a) The CSAs are created based on the merger of Traffic Analysis Zones (TAZs) corresponding to grouping of school attendance zones for Collier County.

1. The criteria for establishing the CSAs and the resulting maps of the CSAs by school type shall be included in the data and analysis of the Public School Facilities Element.

2. The CSA maps are provided for informational purposes only in Appendix "A" of this Agreement.

(b) The County and Cities shall adopt the standards for modification of the CSA boundary maps as defined here into the PSFE of the Comprehensive Plan.

1. The School District and Local Governments shall apply school concurrency on a less than district-wide basis, using the merger of Traffic Analysis Zones (TAZs) and school attendance boundaries to establish separate elementary, middle and high school CSAs against which to measure the LOSS.

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.

(c) Any Party may propose a change to the CSA boundaries. Prior to adopting any change, the School District must verify that as a result of the change:

1. The adopted LOSS will be achieved and maintained by the end of the five-year planning period; and

2. The utilization of school capacity will be maximized to the greatest extent possible, taking into account transportation costs, court approved desegregation plans and other relevant factors.

(d) The Parties shall observe the following process for modifying CSA boundary maps:

1. The School District, 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 criteria established in Section 13.3 (b) of this Agreement. The School District shall transmit supporting data and analysis to the local government for review and comment.

2. Local governments shall review and comment on the proposed changes within forty-five (45) days of receipt.

3. If the proposed change is acceptable to the local government, the change to the CSA boundary shall become effective upon final approval of the new CSA boundary map by the School Board. New maps of the CSA boundaries shall also be included as data and analysis in support of the Local Governments' PSFE.

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

(a) In coordination with Local Governments, annually prepare and update a financially feasible Five-Year Capital Improvement Plan containing enough capacity each year to meet the anticipated demand for student stations identified by the population projections so that no CSAs exceed the adopted LOSS.

(b) Maximize Utilization of capacity in order to ensure that all the schools of each type (elementary, middle, high) in each CSA operate at or below the adopted LOSS 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 LOSS for all CSAs based on the projected enrollment; provide for required modernizations; and satisfy the School District'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 District standards and with Section 423 of Florida Building Code (State Requirements for Educational Facilities (SREF)), to the extent the enrollment can be controlled by the School District, 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) Adopt a ten and twenty-year work program consistent with the requirements of the Florida Statutes.
- (g) Review proposed new residential developments for compliance with concurrency standards, consistent with the requirements of this Agreement.
- (h) Review proportionate share mitigation options for new residential development consistent with the requirements of this Agreement and Section 163.3180 (13)(e)1., F.S.
- (i) Prepare annual reports on enrollment and capacity, consistent with the requirements of this Agreement.
- (j) Provide necessary staff and material support for meetings of the Citizen Advisory Group as established in Section 11 of this Agreement.
- (k) Provide information to the Local Governments regarding enrollment projections, educational and ancillary facility siting, and infrastructure necessary to support public school facilities, and that 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.

13.5 **School District's Five-Year Capital Improvement Plan (CIP)** The School District's Five-Year Capital Improvement Plan, formally adopted by the School Board between July 1 and October 1, shall be used by the School District to identify school capacity projects necessary to achieve and maintain the adopted LOSS 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 District shall include the Local Governments in the annual preparation of their Five-Year Capital Improvement Plan as provided in Section 1013.33(3)(f), F.S. and as further outlined in Appendix "D".
- (b) **Timing.** The School District shall adopt annually the updated financially feasible Five-Year Capital Improvement Plan for public schools in Collier County, between July 1 and October 1 of each year. The Five-Year Capital Improvement Plan shall:
  - 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; the amount of capacity added, if any; and a generalized location map for proposed schools included in the Five-Year Capital Improvement Plan.
  3. Identify the projected enrollment, capacity and utilization percentage of all schools. The School District, in coordination with Local Governments, shall annually update the Concurrency Service Area Boundaries, as necessary, and the School District's Five-Year Capital Improvement Plan.
- (c) **Transmittal.** The School District shall transmit to the Local Governments and the SWG copies of the draft annually updated Five-Year Capital Improvement Plan for review and comment, at least two weeks prior to the School District's annual workshop on its Capital Improvement Program, but no later than August 1st of each year. The transmittal of the final draft of the proposed annually updated and financially feasible Five-Year Capital Improvement Plan to Local Governments shall occur at least sixty (60) days prior to its adoption by the School Board each year, commencing after the effective date of this Agreement.
- (d) **Adoption.** Unless the adoption is delayed by mediation or a lawful challenge, the School Board shall adopt a financially feasible Five-Year Capital Improvement Plan, between July 1 and October 1 each year, and it shall become effective no later than October 1st of each year.
- (e) **Amendment.** The School Board shall not amend the Five-Year Capital Improvement Plan so as to modify, delay or delete any project that affects student capacity in the first three (3) years of the Plan unless the School District, with the concurrence of a vote by its Board members, provides written confirmation that:
1. The modification, delay or deletion of a project is required in order to meet the School District's constitutional obligation to provide a county-wide uniform system of free public schools or other legal obligations imposed by state or federal law; or
  2. The modification, delay or deletion of a project is occasioned by unanticipated change in population projections or growth patterns or is required in order to provide needed capacity in a location that has a current greater need than the originally planned location and does not cause the adopted LOSS to be exceeded in the CSA from which the originally planned project is modified, delayed or deleted; or
  3. The project schedule or scope has been modified to address Local Government concerns, and the modification does not cause the

adopted LOSS for a school type to be exceeded in the CSA from which the originally planned project is modified, delayed or deleted; and

4. The SWG for school concurrency as detailed in Section 3 of this Agreement has had the opportunity to review the proposed amendment and has submitted its recommendation to the School District.

The School Board, in coordination with Local Governments, may amend the Five-Year Capital Improvement Plan at any time to add necessary capacity projects to satisfy the provisions of this Agreement. For additions to the Five-Year Capital Improvement Plan, the School District must demonstrate its ability to maintain the financial feasibility of the Plan for the current five-year planning period.

- 13.6 **Tentative Educational Facilities Plan.** In addition to the adopted School District's Five-Year Capital Improvement Plan, the School District, in coordination with Local Governments, shall prepare annually and adopt, prior to adoption of School District's budget, a tentative five-year, ten-year and a twenty-year work plan based upon revenue projections, enrollment projections and facility needs for the ten-year and twenty-year period. It is recognized that the projections in the ten- and twenty-year time frames are tentative and should be used only for general planning purposes. The Tentative Educational Facilities Plan will be provided to the SWG and Local Governments thirty days prior to School Board review. Local Governments shall provide comments, if any, on the Tentative Educational Facilities Plan to School District staff two weeks prior to School Board review.

- 13.7 **Specific Responsibilities of the County and Cities.** When the Comprehensive Plan amendments adopted in accordance with this Agreement become effective, the Local Governments shall:

- (a) Adopt the required school concurrency provisions into their Land Development Regulations (LDR) consistent with the time frame established by law, the requirements of this Agreement, and the Local Governments' comprehensive plans, unless electing to be bound by the provisions established by the County. (This Interlocal Agreement for Public School Facility Planning and School Concurrency, and the Public School Facilities Elements of the Local Governments' comprehensive plans shall provide the process necessary to determine available school capacity for all residential projects that are not exempt under Section 14.1(c), until such time as land development regulations (LDRs) are adopted.)
- (b) Withhold, phase or defer the approval of any plat, site plan, or functional equivalent for new residential units not exempted under Section 14.1(c) of this Agreement, until the School District has issued a SCADL determining that there is school capacity available to serve the development being approved consistent with the requirements of this Agreement.
- (c) Share information with the School District 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 elements which increase residential density.

- (d) Maintain data for residential development which shall be provided to the School District annually in accordance with Section 5.2 of this Agreement.

**13.8 Required Comprehensive Plan Amendments.** The County and the Cities agree to adopt the following Comprehensive Plan amendments. Each jurisdiction's amendments shall be consistent with this Agreement, and those adopted by the other jurisdictions as required by Section 163.3180, F.S.

- (a) **Development, Adoption and Amendment of the Capital Improvement Element (CIE).** An annual update or any amendment to the School District's Five-Year Capital Improvement Plan shall be transmitted to the Local Governments for review and comment no less than sixty (60) days prior to adoption by the School Board. The County and the Cities shall adopt by reference the School District's annually updated financially feasible Capital Improvement Plan, formally adopted by the School Board between July 1 and October 1 each year, into the Capital Improvement Element of their respective Comprehensive Plans. The annual update to the School District's financially feasible Five-Year Capital Improvement Plan shall be adopted by reference each year by the Local Governments. This shall occur no later than December 1<sup>st</sup> of each year. This will ensure that the CIE uniformly sets forth a financially feasible public school capital facilities plan, consistent with the adopted LOSS for public schools.

1. Corrections or modifications to the School District's Five-Year Capital Improvement Plan which are consistent with the School District's Five-Year Capital Improvement Plan 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 transmitted to the State of Florida Department of Community Affairs.

2. By adopting by reference the School District's annually updated financially feasible Capital Improvement Plan, as formally adopted by the School Board between July 1 and October 1 each year, into the Capital Improvement Element of their respective Comprehensive Plans, the County and cities shall have neither the obligation nor the responsibility for funding the School District's Five-Year Capital Improvement Plan.

- (b) **Development, Adoption and Amendment of the Public School Facilities Element (PSFE).** The County and the Cities shall adopt Public School Facilities Elements which are consistent with each other. The PSFE must also be consistent with this Agreement, Chapter 163.3177(12), F.S. The County and the Cities shall notify the School District when the PSFE is adopted and when it becomes effective.

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 Department of Community Affairs pursuant to Section 163.3184, F.S. The SWG shall be responsible for distributing the amendment to all Parties to this Agreement for review and comment.

- a. To achieve required consistency, all Local Governments shall adopt the amendment in accordance with the statutory procedures for amending comprehensive plans.
- b. 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 District Capital Improvement Plan, and must not have a cost implication, or create additional coordination for School District.

- (c) **Development, Adoption and Amendment of the Intergovernmental Coordination Element (ICE).** The amendment of the Intergovernmental Coordination Element 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.

**13.9 School Concurrency Regulations.** Within one (1) year of the effective date of the required Comprehensive Plan Amendments, each Local Government shall adopt school concurrency provisions into its land development regulations (LDR) consistent with the requirements of this Agreement.

- (a) The County and the Cities shall amend their LDRs to implement school concurrency provisions for the review of plats, site plans or the functional equivalent, which increase residential density.
  1. In the event that any participating City does not adopt LDRs within one (1) year of the effective date of the required Comprehensive Plan Amendments, that government shall be deemed to have “opted in” to the County regulations and agrees to be bound by the terms and provisions therein until it adopts its own ordinance.
  2. At any time, any Local Government may opt out of the County’s implementing school concurrency by adopting its own LDRs consistent with its Comprehensive Plan.

**13.10** Commencement of School Concurrency. Unless delayed by mediation or a lawful challenge, the School Concurrency Program described in this Agreement shall become effective upon the adoption of both the Public School Facilities Element, and the School District's financially feasible Five-Year Capital Improvement Plan, as formally adopted by the School Board between July 1 and October 1 each year, by reference, into the Local Governments' comprehensive plans

#### **Section 14. Uniform School Concurrency Process**

14.1 General Provisions. The County, the Cities and the School District shall ensure that the LOSS established for each school type is achieved and maintained.

- (a) No plat, site plan or the functional equivalent for new residential development may be approved by the County or Cities, unless the application is exempt from these requirements as provided in Section 14.1(c) of this Agreement, or until a SCADL has been issued by the School District 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 plat, site plan or its 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. Single family and mobile home lots of record, existing as of the effective date of school concurrency.
  - 2. Any new residential development that has a final plat or site plan approval or the functional equivalent of a site specific development order as of the effective date of school concurrency.
  - 3. Any amendment to any previously approved residential development order that does not increase the number of dwelling units or change the dwelling unit type (e.g., single-family to multi-family).
  - 4. Age-restricted communities with no permanent residents under the age of 18. Exemption of an age-restricted community will be subject to a restrictive covenant limiting the age of permanent residents to 18 years and older.
  - 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. Such



development shall be subject to payment of school impact fees.

6. Development that has been authorized as a Development of Regional Impact pursuant to Chapter 380, F.S., as of July 1, 2005.

(d) Upon request by an Applicant submitting any land development application with a residential component, the School District shall issue a determination as to whether or not a development, lot or unit is exempt from the requirements of school concurrency.

14.2 **School Concurrency Application Review.** Any Applicant submitting an application for a plat, site plan or functional equivalent with a residential component that is not exempt under Section 14.1(c) of this Agreement is subject to school concurrency and must prepare and submit a School Impact Analysis (SIA) to the Local Government, for review by the School District.

(a) The SIA must indicate the location of the development, number of dwelling units and unit types (single-family, multi-family, etc.), 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 SIA to the School District representative for review. A flow chart outlining the school concurrency review process is included as Appendix "C". The process is as follows:

1. An application for residential development is submitted to the Local Government initiating a sufficiency review. Once deemed sufficient, the Local Government transmits the SIA to the School District for review. The School District may charge the Applicant a non-refundable application fee payable to the School District to meet the cost of review.

2. Within 20 working days of receipt of a sufficient SIA application, the School District representative shall review the application and provide written comments to the Local Governments. Each SIA shall be reviewed in the order in which it is received.

3. The School District representative shall verify whether or not sufficient student stations for each school type are available, in the CSA in which the proposed development is located, to support the Applicant's proposed development.

a. To determine a proposed development's projected students, the projected number and type of residential units shall be converted into projected students for all schools of each type within the specific CSA using the SGM, as established in Section 4.4 of this Agreement.

b. New school capacity within a CSA which is in place or under actual construction in the first three years of the School District's

Capital Plan will be added to the capacity shown in the CSA, and is counted as available capacity for the residential development under review.

4. If the projected student growth from an Applicant's proposed residential development causes the adopted LOSS for any school type to be exceeded in the CSA, an adjacent CSA will be reviewed for available capacity.
  - a. In conducting the adjacency review for available capacity, the School District 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, the School District shall issue a SCADL indicating that capacity is available.
  - b. If a proposed development causes the LOSS in the CSA in which it is located to exceed the adopted LOSS 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 boundary changes or by assigning the impacts of the development to an adjacent CSA for the school type(s) impacted.
5. In the event that there is not adequate capacity available within the adopted LOSS in the CSA in which the proposed development is located or in an adjacent CSA to support the development impacts, the School District representative will issue a SCADL within twenty (20) working days of receipt of the SIA detailing how the development is inconsistent with the adopted LOSS, and offer the applicant the opportunity to enter into a negotiation period to allow time for the mitigation process described below in Section 14.5 of this Agreement. If the proposed mitigation is accepted by the School District, Local Government and Applicant, then those parties shall enter into an enforceable and binding agreement with the affected Local Government and the Applicant pursuant to Section 14.5 of this Agreement.
6. When capacity has been determined to be available, the School District representative shall issue a SCADL verifying available capacity to the applicant and the affected Local Government within twenty (20) working days of receipt of the SIA application.
7. The Local Government shall be responsible for notifying the School District representative when a residential development has received a Certificate of Public Facility Adequacy (COA), when the development order for the residential development expires or is revoked, and when its school impact fees have been paid.

14.3 **School Concurrency Approval.** Issuance of a SCADL by the School District identifying that capacity exists within the adopted LOSS indicates only that school facilities are currently available, and capacity will not be reserved for the Applicant's proposed residential development until the Local Government issues a COA.

- (a) A Local Government shall not issue a COA for a residential development until receiving confirmation of available school capacity within the adopted LOSS for each school type, in the form of a SCADL from the School District. Once the Local Government has issued a COA, school concurrency for the residential development shall be valid for the life of the COA. Expiration, extension or modification of a COA for a residential development shall require a new review for adequate school capacity to be performed by the School District.
- (b) Local Governments shall notify the School District within ten (10) working days of any official change in the validity (status) of a COA for a residential development.
- (c) The Local Government shall not issue a building permit or its functional equivalent, for a non-exempt residential development without confirming that the development received a COA at plat approval, site plan approval or the functional equivalent, and the COA is still valid. Once the Local Government has issued a COA, school concurrency for the residential development shall be valid for the life of the COA.

14.4 **Development Review Table.** The School District shall create and maintain a Development Review Table (DRT) to measure available capacity at the adopted LOSS within the CSA for each school type. The DRT will be used to compare the projected students from proposed residential developments to the CSAs' available capacity programmed within the first three years of the current five-year capital planning period. This DRT shall be available for public viewing at the School District.

- (a) Student enrollment projections shall be based on the most recently adopted School District CIP, and the DRT shall be updated to reflect these projections. Available capacity shall be derived using the following formula:

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

Where

<sup>1</sup> CSA Capacity = Permanent FISH Capacity of all schools within the applicable CSA for each school type (as programmed in the first three (3) years of the School District's Capital Plan)

<sup>2</sup> Enrollment = Total CSA Student enrollment as counted at the Fall FTE

<sup>3</sup> Vested = Students generated from residential developments approved and receiving a SCADL after the implementation of school concurrency

- (b) Using the Fall FTE, the vested number of students 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 (12) month period.

14.5 **Proportionate Share Mitigation.** In the event there is not sufficient school capacity available within the adopted LOSS to support an Applicant's development, the School District in coordination with the applicable Local Government may consider proportionate share mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the Applicant and the Local Government 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 LOSS, the Applicant's proportionate share will be based on the number of additional student stations necessary to meet the established LOSS for the affected school type(s). The amount to be paid will be calculated by the cost per student station for elementary, middle, and high school types as determined and published by the State of Florida, plus a share of the land acquisition and infrastructure expenditures for school sites.

- (b) The methodology used to calculate an Applicant's proportionate share mitigation shall be as follows:

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

Where the following definitions apply:

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

<sup>a</sup>Total Cost = the cost per student station by school type, as determined and published by the State of Florida, plus a proportionate share of the land acquisition and infrastructure expenditures for school sites as determined and published annually in the School District's Five Year Capital Improvement Plan.

- (c) The applicant may be allowed to enter a negotiation period with the School District in an effort to mitigate the impact from the development through the creation of additional capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School District and the applicable Local Government, the Applicant shall enter into a binding and enforceable agreement with the School Board and the Local Government with jurisdiction over the approval of the development order.

1. A mitigation contribution provided by an Applicant to offset the impact of a residential development must be directed by the School District toward a school capacity project for the impacted school type(s), and

identified in the School District's Five Year Capital Improvement Plan. Capacity projects identified within the first three (3) years of the Five Year Capital Improvement Plan shall be considered as committed in accordance with Section 14.2(a)3.b. of this Agreement.

2. If capacity projects are planned in years four (4) or five (5) of the School District's Five Year Capital Improvement Plan within the same CSA as the proposed residential development, the Applicant may pay his proportionate share to mitigate the proposed development impacts in accordance with the formula provided in Section 14.5(b) of this Agreement.
3. If a capacity project does not exist in the Five Year Capital Improvement Plan, the School District may add a capacity project to the Five Year Capital Improvement Plan to satisfy the impacts 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:
  - 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 District's Five Year Capital Plan.
4. For mitigation measures (a) through (f) above, or as otherwise provided in Section 163.3180 (13)(e)1., F.S., the estimated cost to construct the mitigating capacity will reflect the estimated future construction costs at the time of the anticipated construction.
5. Mitigation contributed by the Applicant shall receive school impact fee credit. 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.
6. 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.

7. Any proportionate share mitigation must be directed by the School District toward a school capacity improvement identified in the School District's Five Year Capital Improvement Plan.
8. Upon conclusion of the negotiation period, a second SCADL shall be issued. If mitigation is agreed to, the School District shall issue a new SCADL approving the Applicant's development subject to those mitigation measures agreed to by the Local Government, Applicant and the School District. Prior to preliminary plat, site plan approval or the functional equivalent, the mitigation measures shall be memorialized in an enforceable and binding agreement with the Local Government, the School District and the Applicant that specifically details mitigation provisions to be paid for by the Applicant and the relevant terms and conditions. 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 ninety (90) day negotiation period as described in Section 14.5(c) of this Agreement, constitutes final agency action by the School District for purposes of Chapter 120, F.S.

14.6 **Appeal Process.** A person may appeal a determination made as a part of the school concurrency process.

- (a) A person substantially affected by a School District'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 15. Special Provisions**

- 15.1 **School District Requirements.** The Parties acknowledge and agree that the School District 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 District's constitutional and statutory obligation to provide a uniform system of free public schools on a Countywide basis or to require the School District 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 District's performance of its constitutional or statutory obligation.
- 15.2 **Land Use Authority.** The Parties specifically acknowledge that each Local Government is responsible for approving or denying comprehensive plan amendments and development orders within its own jurisdiction. Nothing herein represents or authorizes a transfer of this authority to any other party.

## **Section 16. Resolution of Disputes**

If the Parties to this Agreement are unable to resolve any issue relative to this Agreement and within which they may be in disagreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapters 164 and 186, Florida Statutes F.S., or any other acceptable means of alternative dispute resolution agreed to by the Parties to this Agreement.

## **Section 1317. Amendment and Termination of the Agreement**

~~Either Party may elect to withdraw from participation in this Agreement upon official action of its governing body and after 30 days written notice to the other party to this 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 1418. 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 1519. Expiration Termination of the Agreement.**

No party to this Agreement may terminate its participation in the agreement, except:

- (a) Through the exemption process in which a municipality may not be required to participate in school concurrency when demonstrating that all the requirements are no longer having a significant impact on school attendance, per Section 163.3177(12)(b), F.S., at the time of a Local

Government Evaluation and Appraisal Report, by providing a sixty (60) day written notice to other parties and to the Florida Department of Community Affairs; or

- (b) Upon receipt of a waiver from the Department of Community Affairs per Section 163.31777(1)(c), F.S.; or
- (c) 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.

If the Florida Statutes as they pertain to school planning coordination and school concurrency are repealed, the Agreement may be terminated, in part or in full, by written consent of all parties to this Agreement.

~~The term of this Agreement shall expire ninety (90) days from the date the last party executes this Agreement unless the separate interlocal agreement referenced in Section 11 is executed by the Parties prior to that ninety (90) day period. The DCA will be notified if this Agreement expires pursuant to this Section.~~

#### **Section 20. 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, with the exception of that certain ILA commonly referred to as the "SBR Agreement" referred to in Subparagraph 12.3.a herein.

#### **Section 21. Effective Date.**

The effective date of this Agreement shall be the date Agreement is fully executed by all Parties.

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



**THE SCHOOL BOARD OF COLLIER COUNTY, FLORIDA**

ATTEST: \_\_\_\_\_ COLLIER COUNTY SCHOOL BOARD

By: \_\_\_\_\_ By: \_\_\_\_\_  
Dr. Dennis Thompson, Superintendent Linda Abbot, Chairman

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA**

ATTEST: \_\_\_\_\_ BOARD OF COUNTY COMMISSIONERS OF  
COLLIER COUNTY, FLORIDA

DWIGHT BROCK, CLERK

By: \_\_\_\_\_ By: \_\_\_\_\_  
Attest as to Chairman's signature only. TOM HENNING, CHAIRMAN

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Jeffrey Klatzkow, County Attorney

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF EVERGLADES CITY, FLORIDA,  
THIS \_\_\_\_\_ Day of \_\_\_\_\_, 200\_\_.

**CITY OF EVERGLADES CITY, FLORIDA**

Signed: \_\_\_\_\_ Attest \_\_\_\_\_ (Seal)  
By: \_\_\_\_\_ Clerk

Duly Passed and Adopted by the City Council of Everglades City, Florida, this \_\_\_\_\_ Day of  
\_\_\_\_\_, 200\_\_.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF MARCO ISLAND, FLORIDA,  
THIS \_\_\_\_\_ Day of \_\_\_\_\_, 200\_\_.

**CITY OF MARCO ISLAND, FLORIDA**

Signed: \_\_\_\_\_ Attest \_\_\_\_\_ (Seal)  
By: \_\_\_\_\_ Clerk

Duly Passed and Adopted by the City Council of Marco Island, Florida, this \_\_\_\_\_ Day of  
\_\_\_\_\_, 200\_\_.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF NAPLES, FLORIDA, THIS \_\_\_\_\_ Day of \_\_\_\_\_, 200\_\_.

**CITY OF NAPLES, FLORIDA**

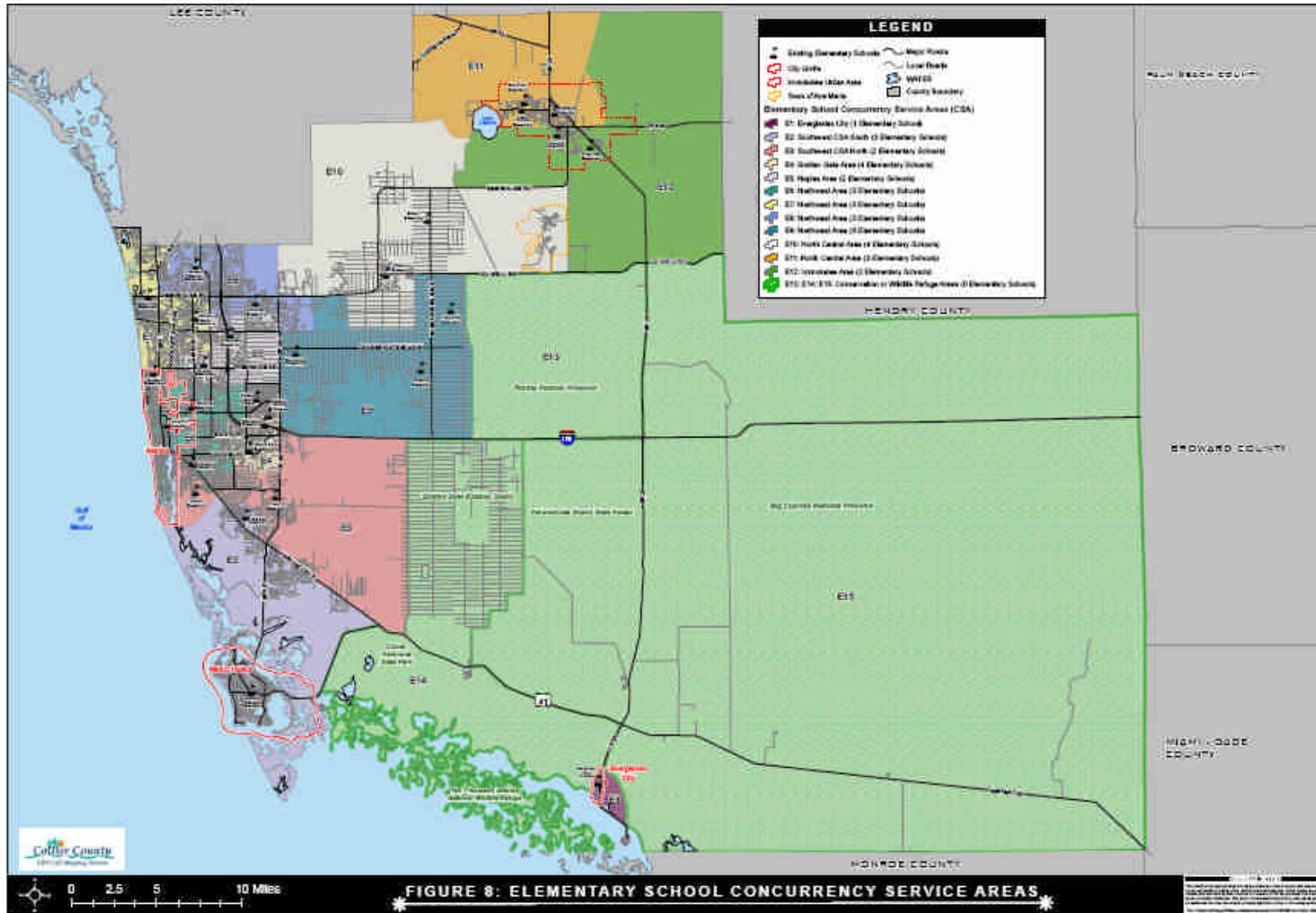
Signed: \_\_\_\_\_ Attest \_\_\_\_\_ (Seal)  
By: \_\_\_\_\_ Clerk

Duly Passed and Adopted by the City Council of Naples, Florida, this \_\_\_\_\_ Day of \_\_\_\_\_, 200\_\_.

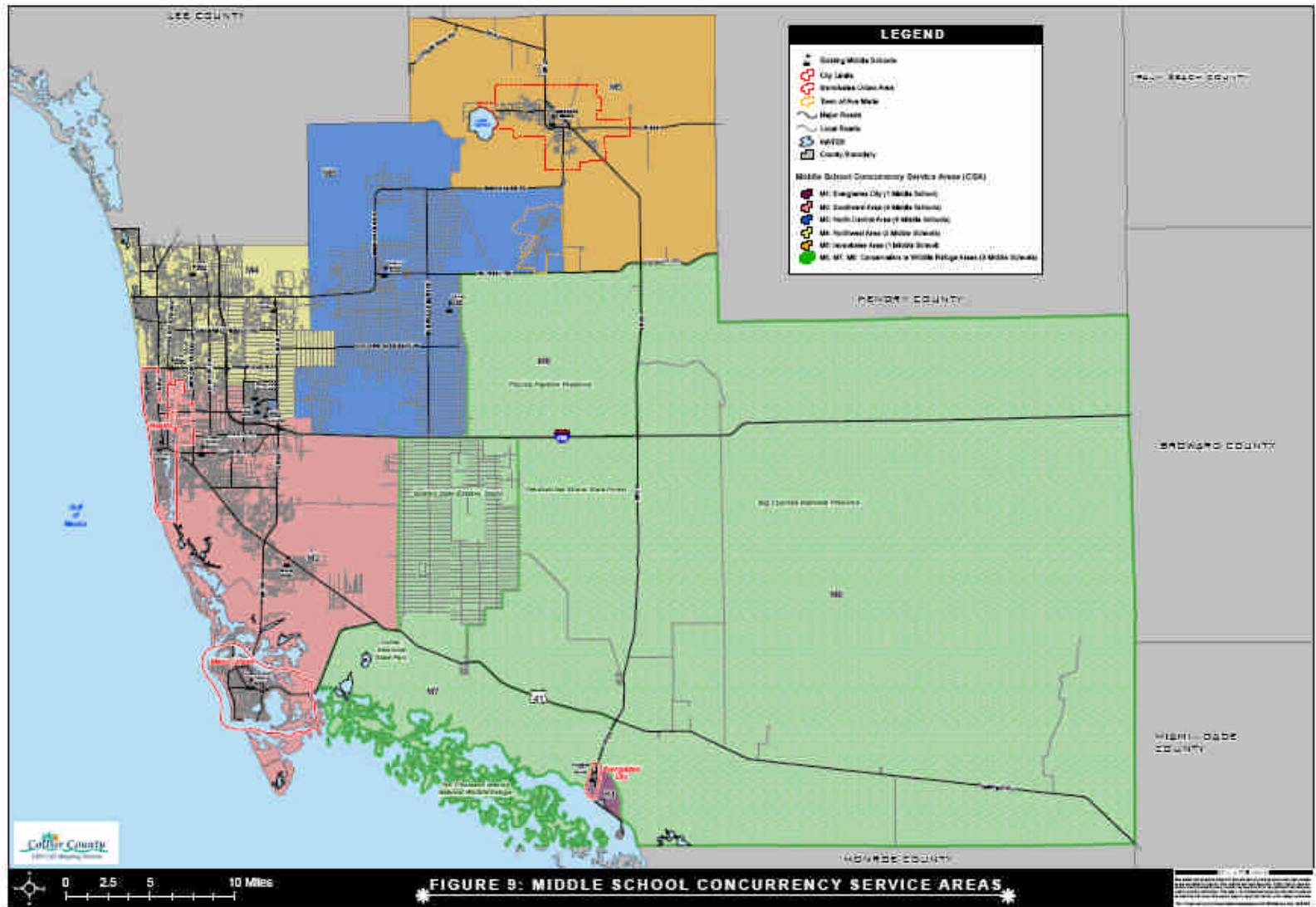
**APPENDIX "A"**

**Concurrency Service Area Map Series**

## Elementary School Concurrency Service Area Map

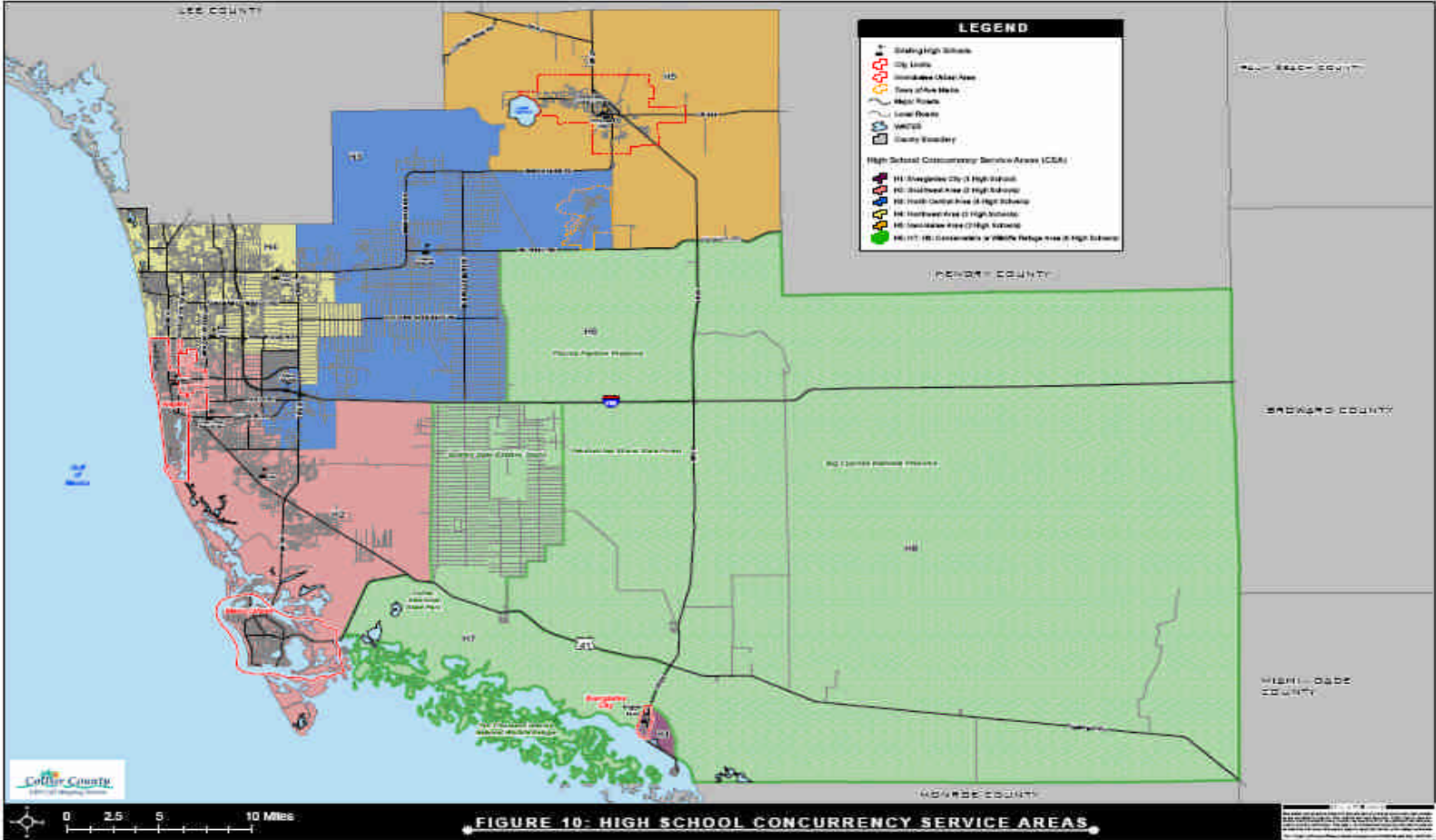


## Middle School Concurrency Service Area Map





# High School Concurrency Service Area Map



## APPENDIX “B”

### School District Student Generation Multiplier

#### Data:

Three datasets were used to calculate the student generation rates. These datasets were October 2006 student enrollment data, parcel data from the Collier County Property Appraiser’s office, and Geographic Information Systems (GIS) address points as provided by the Collier County GIS department.

Student Data - The student population poll used in this study is from October 2006. Among the information collected in the poll is the student’s current physical address (as indicated by the student). These addresses have been geocoded (geographically matched) to the Collier County address points. The geocoding procedure results in a spatial dataset that represents one geographic point per student, based on their address.

Cadastral Data – The Collier County Property Appraiser (CCPA) maintains a cadastral parcel database for Collier County. CCPA maintains the county’s tax parcel information in a GIS database that is updated and released on a regular basis. The GIS parcel database used in this study was obtained from the CCPA in December 2006. The Florida Department of Revenue (DOR) Property Classification Code (commonly known as a DOR Code) is assigned at the Property Appraiser’s office to each parcel in the county’s database. The DOR Code serves as the basis for determining housing type in this study.

Address Point Data – The Collier County GIS department maintains a database that contains one address point for each valid physical address within Collier County. The address point database was obtained from Collier County GIS in December 2006.

#### Methodology:

GIS was the business tool of choice for the analysis of student generation rates. The SGR is calculated as the number of students living in a specific housing category divided by the total number of units in the same specific housing unit type. This study examines students by their grade range and housing type.

The sample size for this study is the entirety of Collier County, based on student location. The total student population used for this study was 41,502. Collier County Public Schools has a small population of students that do not live within the county boundary, yet attend Collier County Public Schools. These students were not included as part of this SGR analysis, as they live in other surrounding counties. Therefore, the student population used in the multiplier analysis is smaller than the total October 2006 student enrollment population as provided by the District School Board of Collier County. The size of the dataset used in this study was large enough to offset occasional housing type assignment errors.

The student data file, provided by the District, was geocoded (geographically matched) to the Collier County address points GIS layer. The geocoding procedure results in a spatial dataset that creates one geographic point per student (similar to an X, Y location), based on their address. The geocoded student dataset does not contain information relating to housing types.

Words underlined are added; words ~~struck through~~ are deleted

The housing category data is present in the CCPA parcel database in the form of the DOR Code. In order to append this DOR Code to the student point dataset, a spatial join was performed. A spatial join is a specific type of spatial analysis whereby the attribute data from one dataset is joined to the attribute data of another dataset based on spatial location. For this study, the parcel data was spatially joined to the student point data, resulting in one GIS point file that contains both student data and housing data from the property appraiser. The DOR Code is assigned to each parcel in the county's database at the CCPA office. The DOR Code serves as the basis for determining housing type in this study. The spatial join allows each parcel's unique DOR Code in the Collier County parcel database to be appended to each student point. This allows the students to be classified into one of five housing unit type categories: Single Family, Multi-Family, Mobile Homes, Condominiums and Co-Operatives, and Government.

The total number of each type of housing unit serves as the denominator in the SGR calculations. The CCPA parcel database does not contain data regarding the number of housing units for each parcel. However, Collier County GIS maintains a database of physical address points. This database contains one address point for every physical address regardless of the number of parcels (i.e.: a multi-family with 50 units will contain 50 separate, unique addresses). The CCPA parcel database was therefore geoprocessed to determine the number of address points that fall upon each parcel. This was accomplished by way of a spatial join using the CCPA parcel database and the Collier County GIS Address Points database. This spatial join creates one GIS file that contains the count of units per parcel. Through specific GIS Structured Query Language (SQL), the housing type and student grade range, can be selected from this database. Once selected, the number of units is summarized and this is what provides the denominator for the SGR calculations, for each housing type.

### **Analysis and Results:**

Student data was analyzed on two levels: grade range, and housing type. A student's grade range was determined by their current grade rank. The grade ranges used are as follows:

- Elementary: Pre-Kindergarten – Fifth
- Middle: Sixth – Eighth
- High: Ninth – Twelfth

The housing type was obtained from the DOR Code in the Collier County parcel database, and was generalized into 5 unit type categories. Since Condominiums and Cooperatives are grouped together, some clarification is warranted to distinguish the difference between the two. The difference between Condominiums and Cooperatives is that a condominium owner actually owns the unit, and owns an undivided interest in the common areas like parking lots, recreations areas, lobbies and hallways. In a Cooperative, the resident does not own any real estate. Rather, they own shares in a not-for-profit corporation. As a shareholder they get the right to lease space in the building. The corporation owns the common areas. Generally, a condominium is considered real property and a cooperative is considered intangible personal property. There are a total of five (5) students that fall within the Cooperative category. Additionally, the condominium category includes condo-conversion properties (previously apartments) which have occurred through August of 2006. Further, categories that fall within a commercial category and all categories that contain less than 10 student points were omitted from this analysis. The housing categories are broken down by DOR Code in Table 1:

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**Table 1: DOR Code, Student Count, and Housing Type Breakdown**

<u>DOR Use Code</u>	<u>Use Code Description</u>	<u>Student Count</u>	<u>Housing Type</u>
0	Vacant Residential	1,053	Evenly distributed among the five housing types
1	Single Family Residential	27,598	Single Family
2	Mobile Homes	1,424	Mobile Homes
3	Multi-Family 10 units or more	4,111	Multi-Family
4	Condominium/Homeowners	3,738	Condo/Co-Op
5	Cooperatives	5	Condo/Co-Op
7	Retirement Homes	18	Multi-Family
8	Multi-Family less than 10 units	2,329	Multi-Family
28	Mobile Home Parks	729	Mobile Homes
51	Agricultural	79	Single Family
52	Agricultural	18	Single Family
60	Agricultural	27	Single Family
66	Agricultural	38	Single Family
67	Agricultural	39	Single Family
69	Agricultural	55	Single Family
71	Institutional	23	Multi-Family
75	Institutional	230	Multi-Family
79	Institutional	29	Multi-Family
83	Government	19	Government
86	Government	106	Government
87	Government	46	Government
88	Government	733	Government
90	Government	97	Government
94	Miscellaneous	24	Evenly distributed among the five housing types
99	Non-Agricultural Acreage	123	Single Family

Table 2 displays the number of students by housing type and school type in Collier County as of October 2006. In addition to those students that are summarized in Table 2, a total of 1,053 students were assigned to a vacant parcel (DOR Code 0), 24 students were geocoded to a miscellaneous parcel. This is due to a number of factors, including parcels that were once vacant, which now have a structure on it, or an incorrectly geocoded student record. This issue is addressed by equitably distributing these students across the five housing types.

Table 3 displays the housing type counts based upon the GIS parcel database, as of December 2006. Table 4 details the resulting Student Generation Rate multiplier by unit type and school type.

**Table 2: Students by Housing Type and School Type**

Words underlined are added; words ~~struck through~~ are deleted

	<i>Single Family</i>	<i>Multi-Family</i>	<i>Condo/Co-Op</i>	<i>Mobile Homes</i>	<i>Government</i>
<b>Elementary</b>	11,919	3,704	1,678	1,190	492
<b>Middle</b>	7,063	1,462	867	435	207
<b>High</b>	8,942	1,574	1,191	476	302
<b>Total</b>	27,924	6,740	3,736	2,101	1,001

**Table 3: Dwelling Units by Type**

<i>Single Family</i>	<i>Multi-Family</i>	<i>Condo/Co-Op</i>	<i>Mobile Homes</i>	<i>Government</i>
73,517	18,183	84,757	10,155	1,715

**Table 4: Collier County School Concurrency Student Generation Rates**

	<i>Single Family</i>	<i>Multi-Family</i>	<i>Mobile Homes</i>	<i>Condo/Co-Op</i>	<i>Government</i>
<b>Elementary</b>	0.16	0.20	0.02	0.12	0.29
<b>Middle</b>	0.10	0.08	0.01	0.04	0.12
<b>High</b>	0.12	0.09	0.01	0.05	0.18
<b>Total</b>	0.38	0.37	0.04	0.21	0.58

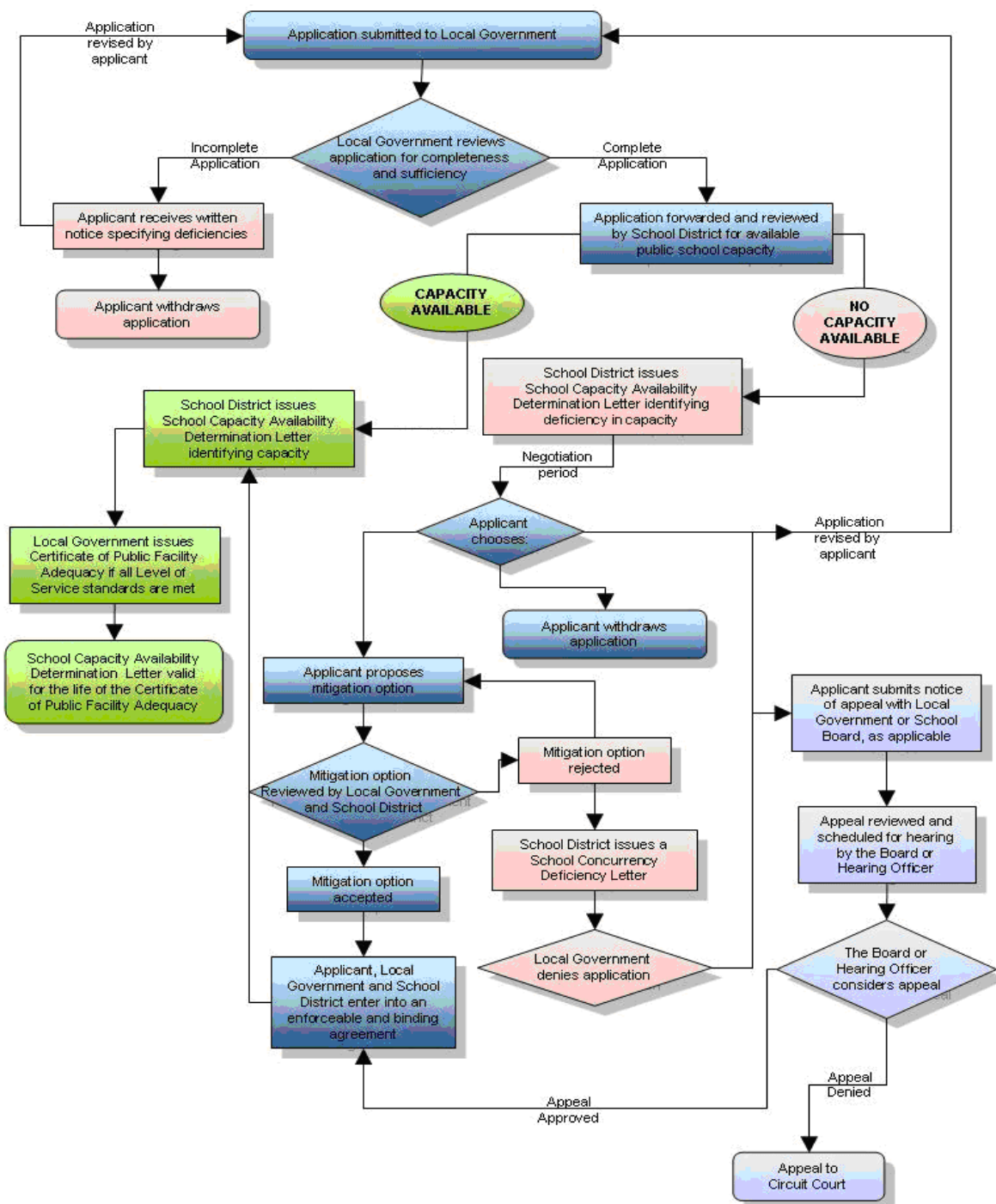
**Discussion:**

To determine the student impact of a proposed residential development for school concurrency purposes, a proposed development's projected number and type of unit are converted into the number of projected students within the specific Concurrency Service Area Boundary. Based on the generation rates in Table 4, for every 100 new single-family housing units constructed in Collier County, 38 elementary school students will be generated for the Collier County Public School System.

Because the projection of the number of students that will be generated from new residential development is critical to the school concurrency process, a student generation multiplier was created using the full student population. Consequently, the number of students associated with a development can be calculated by applying the multiplier to the development's proposed number and type of residential housing units.

**APPENDIX "C"**

**School Concurrency Process Flow Chart**



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## APPENDIX "D"

### Suggested Calendar of Key Annual Events

<u>January – June</u>	<u>The SWG shall meet to discuss and participate in the annual update of the School District's Five-Year Capital Improvement Plan and Tentative Educational Facilities Plan.</u>
<u>March</u>	<u>The SWG shall be notified of the date of the School Board Workshop on the draft financially feasible Five-Year Capital Improvements Program and Tentative Educational Facilities Plan.</u>
<u>April or May</u>	<u>Prior to the scheduled School Board Workshop, School District's transmittal of the <b>draft</b> Five-Year Capital Improvement Plan and the Tentative Educational Facilities Plan due to the SWG.</u>
<u>April or May</u>	<u>School Board Workshop to discuss the draft financially feasible Five-Year Capital Improvement Plan and Tentative Educational Facilities Plan.</u>  <u>The School District staff, with the assistance of Collier County staff, will give an informational presentation of the School District's draft Capital Improvement Plan to the Collier County Planning Commission and the Collier County Board of County Commissioners.</u>
<u>July – September</u>	<u>School District shall update and adopt the financially feasible Five-Year Capital Improvement Plan, effective on October 1.</u>
<u>August 1</u>	<u>School District's transmittal of the final draft financially feasible Five-Year Capital Improvement Plan and the Tentative Educational Facilities Plan to County and Cities for review and comment, prior to its adoption by the School Board.</u>
<u>September 1</u>	<u>The County and Cities shall provide the School District the report on annual growth and development trends, and the allocation of residential units by type and planning sector.</u>
<u>October</u>	<u>Collier County staff, with the assistance of School District staff, will give an informational presentation of the County's Annual Update and Inventory Report to the District School Board of Collier County.</u>
<u>November 1</u>	<u>The School District shall submit to the County and Cities the final Tentative Educational Facilities Plan and financially feasible Five-Year Capital Improvement Plan, formally adopted by the School Board between July 1 and October 1 each year.</u>

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**December 1**

The County and the Cities shall adopt, by reference, the School District's annually updated financially feasible Capital Improvement Plan, formally adopted by the School Board between July 1 and October 1 each year, into the Capital Improvement Element of their respective Comprehensive Plans.

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