

3.1 – Special Topic

An assessment of the success or failure of coordinating future land uses and residential development with the capacity of existing and planned schools, establishing with the school board appropriate population projections and coordinating the planning and siting of new schools (School Planning)

Overall, coordination between the Collier County School Board and Board of County Commissioners has been successful – schools have been constructed proximate to the population base and in a timely manner. However, both governments acknowledged that improvements could be made. In May 2003, both the Collier County School Board and Collier County Board of County Commissioners (BCC) - as well as the City of Naples, Everglades City, and the City of Marco Island - adopted Interlocal Agreements pertaining to school siting (see attached Agreements). The agreements establish specific processes for determining consistency with the Growth Management Plan – including mapping sites containing existing schools and support facilities and mapping existing sites owned by the School Board for future schools and support facilities; conformance with zoning and other land development regulations; and, sharing of demographic information. A GMP amendment (petition CPSP-2003-4) to implement the Interlocal Agreements was adopted by the Board of County Commissioners on December 16, 2003; this amendment was approved for Transmittal to DCA on July 29, 2003, and DCA issued its ORC Report without comment on this amendment. Some implementing amendments to the Collier County Land Development Code were adopted in 2003, others were adopted in January 2004, and others are scheduled for adoption in November, 2004.

Recommended GMP Amendment:

None.

INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

This Agreement is entered into by and between the Collier County Board of County Commissioners (hereinafter referred to as "County") and the District School Board of Collier County, Florida (hereinafter referred to as "School Board"), together 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 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: (1) better coordination of new schools in time and place with land development; (2) greater efficiency for the School Board and the County by 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, Section 1013.33 (10), Florida Statutes, requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and

WHEREAS, Sections 163.3177(6)(h) 1 and 2, Florida Statutes, require each local government to adopt an intergovernmental coordination element as part of its comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the School Board, and 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, further requires each county, all the municipalities within that county, and the district school board 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, 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 Section 163.01, Section 163.3177(6)(h)2., and Section 1013.33(2)(a), Florida Statutes; 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 DCA shall recognize the Agreement as fully satisfying Florida Statutes Sections 1013.33 and 163.3177 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, 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 procedures will be used to coordinate public facilities planning and land use planning:

Section 2. Joint Workshop Meetings

- 2.1 A staff working group from the County and School Board will meet on an as needed basis, but no less frequently than twice per year, to formulate recommendations and discuss issues regarding coordination of land use and school facility planning, including such issues as population and student enrollment projections, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the schools and ensure safe student access. Representatives from the Southwest Florida Regional Planning Council will also be invited to attend. The School Board staff, in coordination with the County Manager will be responsible for making meeting arrangements and providing the necessary notification for the first meeting in 2003. Thereafter, the process for meeting notification will be established by a majority of the members of the working group then present.
- 2.2 One or more of the elected members of the County Commission and the School Board will meet every other year in joint workshop session. Additional workshops may be

held upon request by either the County Commission or the School Board. The joint workshop sessions will be opportunities for the County Commission and the School Board to build consensus, and set direction regarding coordination of land use and school facilities planning, including, but not limited to the following: population and student estimates and projections, development trends, school needs, off-site improvements, and joint use opportunities. The County Manager and School Board Superintendent will be jointly responsible for making meeting arrangements and providing notification for the joint workshop.

Section 3. Student Enrollment and Population Projections

- 3.1 In fulfillment of their respective planning duties, the County and the School Board agree to coordinate their respective plans based upon agreed upon projections of the amount, type and distribution of population growth and student enrollment.
- 3.2 The School Board shall utilize the Department of Education (DOE) five-year county-wide student enrollment projections. The School Board may request that the DOE projections be adjusted to reflect actual enrollment and development trends not anticipated by the DOE projections. In formulating such a request the School Board will coordinate with the County regarding future population projections and growth. Five-year population and student enrollment projections shall be revised annually to ensure that new residential development and redevelopment information provided by the County are reflected in the updated projections.
- 3.3 The County staff, in coordination with the School Board will use information on County growth and development trends for unincorporated areas, such as census information on population and housing characteristics, 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 for five years (single family, multi-family and mobile home) and allocate these units into sub-county planning sectors, such as student attendance zones consistent with county-wide projections. The planning sectors will be established by mutual consent of the School Board and the County. The allocation of residential units by type and planning sector will be provided to the School Board by September 1st of each year.

- 3.4 The School Board will evaluate the planning sector projections prepared by the County. The School Board working with the County will develop and apply student generation multipliers for residential units by type for schools of each type, including, but not limited to, traditional public elementary, middle and high schools, as well as, charter, alternative and vocational schools, 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 4. Coordinating and Sharing of Information

- 4.1 Educational Facilities Report: By November 1st of each year, the School Board shall submit to the County an Educational Facilities Report. The report will contain information in tabular, graphic, and textual formats detailing existing and projected school enrollment, existing educational 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, including planned facilities with funding over the next 5 years, and a description of any unmet needs. The Report will provide data for each individual school concerning school capacity based on DOE criteria and enrollment of each individual school based on actual student counts. The Report will show the generalized locations in which new schools will be needed, along with planned renovations, expansions and closures of existing schools. The Report will indicate properties the School Board has already acquired through developer donation, or properties for which there is a developer obligation to provide property to the School Board, at the School Board's discretion, or properties acquired through other means that are potential school sites.

4.2 Growth and Development Trends: On September 1st of each year, the County will provide the School Board 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 and the location of such residential 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's Five-year Capital Facilities Plan.

Section 5. School Site Selection

- 5.1 The School Board will establish an informal site evaluation committee for the purpose of reviewing potential sites for new schools and proposals for renovation, expansion and closure of existing schools, 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 review, the site evaluation committee will make a recommendation to the District Site Selection Committee concerning the selection of potential school sites in order of preference, and, if applicable, schools proposed for renovation, expansion or closure in order of preference.

- 5.2 The following matters will be considered by the informal site evaluation committee, the County and the School Board when evaluating potential school sites or the expansion or rebuilding of existing schools, including charter schools:
- a. The location of school sites that will provide logical focal points for community activities such as the community facilities itemized in Subsection 9.1 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 proximate to residential neighborhoods.
 - c. The location of new schools within reasonable walking distance of the residential dwelling units served by the schools, as practicable, under the student assignment program.

- d. The location of new high schools on the periphery of residential neighborhoods, with access to major roads.
- e. Compatibility of the school 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 site by pedestrians and vehicles.
- i. Availability of public facilities and services necessary to serve the proposed school, concurrent with the impacts of the school.
- j. Environmental constraints that could preclude development of a public school 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 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 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 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, which regulates the construction of public educational facilities in the vicinity of an airport.

- 5.3 As early as practicable, but no less than 60 days prior to acquiring or leasing property that may be used for a new public educational facility, or initiating the renovation or expansion of an existing school, the School Board shall provide written notice of same to the County. The County, upon receipt of this notice, shall notify the School Board within 45 days if the proposed new school site or the proposed renovation or expansion of an existing school is consistent with the land use categories and policies of the County's Growth Management Plan. This preliminary notice does not constitute the County's determination of consistency pursuant to Section 1013.33(11), Florida Statutes.

Section 6. Supporting Infrastructure

In conjunction with the preliminary consistency determination described at Subsection 5.3 of this Agreement, the School Board and the County will jointly determine the need for, and timing of, on-site and off-site infrastructure improvements necessary to serve each new school or the proposed renovation, or expansion of an existing school, and will enter into a written agreement as to the timing and location, and the entity or entities responsible for constructing, operating and maintaining the required improvements.

Section 7. Comprehensive Plan Amendments, Rezonings, and Development Approvals

- 7.1 The County will include a nonvoting representative appointed by the School Board on the local planning agency, or equivalent agencies, to attend those meetings at which the agency considers comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The County may, at its discretion, grant voting status to the School Board representative. The School Board will receive local planning agency's agendas and appropriate backup materials from the County and will review and comment as appropriate.

- 7.2 The County will provide the School Board notification of all land use applications and development proposals pending before it that may affect student enrollment, enrollment projections, or school facilities. Such notice will be provided at least 14 days prior to approval of the application. This notice requirement applies to amendments to the Growth Management Plan, Future Land Use Element and Map rezonings, developments of regional impact, and other major residential or mixed-use development projects.
- 7.3 After notification by the County, the School Board will advise the County of the school enrollment impacts anticipated to result from the proposed land use application or development proposal, and whether sufficient capacity exists or is planned in order to accommodate the impacts. School capacity will be reported consistent with DOE criteria.
- 7.4 Based on the DOE definition of adequate capacity, if sufficient capacity is not available or planned to serve the development at the time of impact, the School Board shall specify how it proposes to meet the anticipated student enrollment 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.
- 7.5 In reviewing and approving land use applications, rezoning requests and development proposals, the County will consider, if applicable, the following issues when requested by the School Board:
- a. Providing school sites and facilities within planned neighborhoods.
 - b. Insuring the compatibility of land uses adjacent to existing schools and reserved school sites.
 - c. The co-location of parks, recreation and community facilities with school sites.
 - d. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks.
 - e. Insuring the development of traffic circulation plans to serve schools and the surrounding neighborhood.

- f. Providing off-site signalization, signage, access improvements and sidewalks to serve all 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 facilities in residential developments.
- i. School Board comments on Growth Management Plan amendments and other land-use decisions.
- j. Available school capacity or planned improvements to increase school capacity.

7.6 In formulating community development plans and programs, the County will consider the following issues:

- a. Target community development improvements in older and distressed neighborhoods near schools.
- b. Coordinate County programs and capital improvements that are consistent with and meet the capital needs identified in the School Board's school facilities plan.
- c. Encourage developments and property owners to donate school sites at predevelopment prices, assist with the construction of new facilities or renovation to existing facilities, and provide transportation alternatives.
- d. Address and resolve multi-jurisdictional public school issues.

Section 8. Educational Plant Survey and Five-Year District Facilities Work Program

- 8.1 At least one year prior to preparation of the educational plant survey update, the staff working group established in Subsection 2.1 of this Agreement will assist the School Board in an advisory capacity in the preparation of this update. The staff working group will evaluate and make recommendations regarding the location and need for new

educational facilities, or improvements to existing educational facilities in terms of consistency with the County Growth Management Plan, and relevant 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 9. Co-location and Shared Use

- 9.1 Co-location and shared use of facilities are important to both the School Board and the County. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the Educational Plant Survey. Likewise, co-location and shared use opportunities will be considered by the County when preparing the updates to its Growth Management Plan, Schedule of Capital Improvements and when planning and designing new, or renovating existing, community 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.
- 9.2 A separate agreement between the School Board and the County or 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 10. Oversight Process

The School Board and the County Commission shall each appoint a citizen member to serve on an oversight committee to monitor implementation of this Interlocal Agreement. Oversight Committee members shall be invited to attend all meetings referenced in Sections 2 and 5 hereof and shall receive copies of all reports and documents produced pursuant to this Agreement. 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.

Section 11. Site Plan Review

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 Amendment's 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.

Section 12. Resolution of Disputes

If the Parties to this Agreement are unable to resolve any issue relative to this Agreement and with in 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.

Section 13. Amendment and Termination of 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.

Section 14. Execution

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 15. Expiration

The term of this Agreement shall be for a period of ten years; provided however, that either party can request a review of the Agreement every two years.

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

ATTEST:

BOARD OF COUNTY
COMMISSIONERS OF COLLIER
COUNTY, FLORIDA

Dwight Brock, Clerk

By: Patricia L. Morgan, Jr.
Deputy Clerk
Attest as to Chairman's
signature only.
(SEAL)

By: Tom Henning
Tom Henning, Chairman
5-27-03

Date: 5-27-03

Approved as to form and legal sufficiency:

fn Maxwell M. Student
David C. Weigel, County Attorney

ATTEST:

COLLIER COUNTY SCHOOL
BOARD

By: [Signature]
Dr. H. Benjamin Marlin, Superintendent

By: Linda Abbott
Linda Abbott, Chairman

Date: 5/16/03

404857_1

**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**

THIS AGREEMENT made by and between Collier County, a political subdivision of the State of Florida, (hereinafter referred to as the "County") and the Collier County School Board, a public agency of the State of Florida, hereinafter (referred to as the "School Board"), together the "Parties."

WHEREAS, the County and the School Board have established and maintained a cooperative and productive relationship with regard to the exchange of information on matters of mutual interest including, but not limited to, the coordination of planning efforts to ensure that support services are available for public educational facilities in the unincorporated area of Collier County; and

WHEREAS, Section 1013.33(1), Florida Statutes (2002), sets forth the policy of the State with regard to the coordination of planning between school boards and local governing bodies to ensure that plans for the construction and opening of public educational facilities are facilitated and coordinated in time and place with plans for residential development, concurrently with other services; and

WHEREAS, Section 1013.33(9), Florida Statutes, in order to encourage and facilitate such planning, provides that the School Board and the County must share and coordinate information related to existing and planned public school facilities, proposals for development, redevelopment or additional development, and infrastructure required to support the public school facilities concurrent with the proposed development; and

WHEREAS, the County and School Board have shared such information for numerous years and continue to share such information so that each entity can assist the other in reaching its goals and objectives; and

WHEREAS, Section 1013.33(11), Florida Statutes, sets forth the policy of the State with regard to an expedited review process to determine consistency with the local government's comprehensive plan and land development regulations, and where this Agreement details a consistency review process; and

WHEREAS, Section 1013.33(12), Florida Statutes, sets forth the policy of the State with regard to an expedited review process and any development review shall not exceed 90 days, and where this Agreement details a School Board Review process; and

WHEREAS, Section 1013.33(13), Florida Statutes, provides that a local governing body may not deny the site applicant on the adequacy of the site plan as it relates solely to the needs of the school 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), Florida Statutes, and consider the site plan and its adequacy as it relates

to environmental concerns, health, safety, welfare, and effects on adjacent property. Standards and conditions may not be imposed which conflict with those established in this chapter or the Florida Building Code, unless mutually agreed to; and

WHEREAS, Section 1013.33(14), Florida Statutes, authorizes the School Board and the County to establish, by agreement, an alternative process for reviewing a proposed Educational Plant or Ancillary Plant, including the identification of off-site impacts of a proposed Educational Plant or Ancillary Plant, and where this Agreement details a School Board Review process to delineate a formal procedure pursuant to State law; and

WHEREAS, through this Agreement the County and the School Board wish to maintain and enhance their cooperative and productive relationship regarding the exchange of information relating to planning efforts and public facilities.

NOW, THEREFORE, in consideration of the public benefits to be realized from the coordinated planning and review of public educational facilities, the parties hereby agree as follows:

1. The foregoing recitals are adopted and incorporated by reference as if set forth fully herein.
2. This Agreement is made pursuant to Section 1013.33, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, Chapter 1013, Florida Statutes, and terms used herein shall have the meaning set forth in such legislation. Specifically, the following terms as used in this Agreement shall be defined as follows:
 - A. "Adjacent" means lying near or adjoining.
 - B. "Ancillary Plant" is comprised of the building, 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.
 - C. "Auxiliary Facility" means the spaces located at educational plants which are not designed for student occupant stations.
 - D. "Compatibility Review" means a review pursuant to the Architectural and Site Design Standards contained within the Division 2.8 of the Land Development Code (LDC) in effect at the time SBR Letters of Compliance are requested and that pertain to issues of compatibility with surrounding uses, complementary patterns of development and mitigation of negative impacts. The Compatibility Review will be limited to compatibility issues, external sidewalks and pathway connections, lighting, dumpster location and screening, and orientation of buildings and ancillary facilities.
 - E. "Consistency Review" means a review process whereby the County will determine prior to the School Board's acquisition of property whether such property is consistent with the locational criteria of the Growth Management Plan's Future Land Use Element and Map, Golden Gate

Area Master Plan and Immokalee Area Master Plan, and whether the Plant or Facility is a permitted use, conditional use or prohibited use in the zoning district on the site, pursuant to Section 4 of this Agreement.

- F. "County's implementing land development regulations" means the Collier County Land Development Code, including the zoning regulations and development regulations contained and referenced therein.
 - G. "Educational Facilities" means the 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 the Collier County School Board.
 - H. "Educational Plant" comprises the educational facilities, site and site improvements necessary to accommodate students, facility, administrators, staff, and the activities of the educational program of each plant.
 - I. "Locational Criteria" means the land use categories established in the Growth Management Plan's Future Land Use Element and Map, Golden Gate Area Master Plan and Immokalee Area Master Plan.
 - J. "School Board Review" ("SBR") means the site development plan review process for School Board projects as outlined in this Interlocal Agreement pursuant to Sections 5 and 6 of this Agreement.
 - K. "State Requirements for Educational Facilities" ("SREF") means the Florida Department of Education State Requirements for Educational Facilities, effective 1999, as amended.
 - L. "1996 Interlocal Agreement" means the Interlocal Agreement between the Collier County School Board and Collier County as recorded in Official Record Book 2207, pages 1729 et seq., which bears an effective date of June 25, 1996.
3. The Growth Management Plan's Future Land Use Element (FLUE), Golden Gate Area Master Plan Element (GGAMP) and Immokalee Area Master Plan Element (IAMP) and the Collier County Land Development Code (LDC) in effect at the time that the SBR Letters of Compliance are requested will determine the land use categories and zoning districts that permit or prohibit Educational Plants and Ancillary Plants within Collier County.
- A. Except to the extent that such would be in conflict with the Rural Fringe Mixed Use District of the FLUE of the GMP adopted on June 19, 2002, Collier County will initiate and consider at duly advertised public hearings, amendments to the FLUE, GGAMP, and IAMP, and the LDC, to allow all future Educational Plants and Ancillary Plants in zoning districts as follows:

- (1) Ancillary Plants will be permitted by right in the General Commercial (C-4); Heavy Commercial (C-5); and Industrial (I) Zoning Districts.
- (2) Ancillary Plants will be prohibited in the RSF-1 through RSF-6; Residential Single Family; Mobile Home (MH); Travel Trailer-Recreational Vehicle Campground (TTRVC); Golf Course (GC); and Conservation (CON) Zoning Districts.
- (3) Ancillary Plants will be permitted by conditional use approval in all other Zoning Districts.
- (4) Educational Plants will be prohibited in Residential Tourist (RT); Golf Course (GC); Conservation (CON); Travel Trailer-Recreational Vehicle Campground (TTRVC); Business Park (BP); and Industrial (I) Zoning Districts.
- (5) Educational plants will be permitted by right in all other zoning districts. Provided further, however, that for a high school facility to be located in any residential zoning district (RSF, RMF, MH, VR, Village Residential) or any residential component of a PUD, a formal Compatibility Review and determination will be required pursuant to Section 5(B) of this Agreement. In the event that the County denies an application based on the Compatibility Review, the School District may request an appeal to the Board of County Commissioners (BCC) as outlined in Section 7 of this Agreement.

B. The parties recognize that Planned Unit Development (PUD) zoning is prevalent in Collier County, and as such, Educational Plants and Ancillary Plants as defined in Section 2 of this Agreement, are permitted uses in PUD designations if specifically set forth in the PUD Document and approved by the BCC as a permitted principal use. To assist in increasing the number of PUDs that may permit Educational Plants and Ancillary Plants, Collier County will, during review of each PUD subject to the sunset provision of Section 2.7.3.4 of the LDC, consider the appropriateness, in conjunction with the School Board, of adding Educational Plants and Ancillary Plants as a permitted use in the PUD. The County will consider the School Board's input in determining whether an Educational Plant or Ancillary Plant should be included as a permitted principal use within any new PUD, during the PUD rezone application process. Furthermore, Collier County will initiate and consider amendments to the LDC at duly advertised public hearings that will limit the review of any such PUD amendment for the sole purpose of adding Educational Plants and Ancillary Plants, to the review of the Plant facilities only and the impacts associated with those added uses without further right by the County to review other issues or change other sections of the PUD Document.

- C. Educational Plants or Ancillary Plants, whether permitted as a principal use within a PUD or in a conventional zoning district or by way of conditional use approval, will be subject to the SBR process pursuant to Sections 5 and 6 of this Agreement.
- D. Existing Educational Plants and Ancillary Plants.
 - (1) Existing Educational Plants and Ancillary Plants shall be deemed consistent with the FLUE, GGAMP or IAMP, as applicable. All existing, developed Educational Plant and Ancillary Plant sites, inclusive of the four Educational Plants under construction at time of this Agreement (Site E: Sabal Palm, Golden Gate Intermediate Center-South, Golden Gate Intermediate Center-North, and Golden Gate High School) will be identified on the Future Land Use Map (FLUM) or Map Series to be adopted as part of the FLUE, at the initiation of Collier County, at its expense. The addition of these sites on the FLUM is not a prerequisite to the School Board's ability to proceed with any County review that may be necessary under this Agreement, or to proceed with the construction of any facilities.
 - (a) On-site expansions shall be subject to the procedures established in Section 6.G.(2) of this Agreement.
 - (b) Expansions beyond the boundaries of the existing sites as demonstrated by the legal description shall be subject to the Consistency Review and the School Board Review process as set forth in Sections 4, 5 and 6 of this Agreement.
- E. Existing Undeveloped Sites Acquired by the School District for Educational Plants.
 - (1) In order to meet future needs and maximize the use of the public's tax dollars and to comply with the legislative mandate to plan for future schools, the School Board has acquired a number of sites for future Educational Plants and Ancillary Plants. With the exception as noted in subsections (o), (p) and (q) below, for the three sites in the Rural Fringe Area, these sites have been determined to be consistent with the locational criteria of the GMP only and GMP amendments will be proposed to include these sites on the FLUM. Once locational consistency has been determined for the sites delineated in subsections (o), (p) and (q) below, GMP amendments will be proposed to include these sites on the FLUM. The sites are as follows:
 - (a) Intermediate Center South-44th Terrace S.W., proposed elementary school;
 - (b) Intermediate Center North-50th Terrace S.W., proposed elementary school;

- (c) Intermediate Center on Hunter Blvd., proposed elementary school;
- (d) School Site G – Golden Gate Commerce Park PUD, proposed elementary school;
- (e) School Site I – future E/W Livingston Road, proposed elementary/middle school;
- (f) School Site M – Lely Resort PUD, proposed elementary/middle school;
- (g) Livingston Road School Site, East side of Livingston Road, proposed elementary/middle school;
- (h) Rattlesnake Hammock Road Site – adjacent to South County bus compound, proposed transportation facility;
- (i) School Site BB – west side of Livingston Road, proposed middle school;
- (j) School Site E – 18th Avenue N.E., proposed elementary/middle school;
- (k) School Site F – SW corner of Everglades Blvd. and 60th Avenue N.E., proposed elementary/middle school;
- (l) School Site J – N.W. corner of Everglades Blvd. and 12th Avenue S.E., proposed elementary/middle school;
- (m) School Site EE – 18th Avenue N.E., proposed elementary/middle school;
- (n) School Site BBB – Oil Well Road, Orange Tree PUD, proposed elementary/middle/high school or transportation facility;
- (o) School Site H and CC – Blue Sage Drive, proposed elementary/middle school (see subsection 3. E. (2) below);
- (p) School Site L and EEE – north of 13th Street N.W., proposed elementary/middle/high school and transportation facility (see subsection 3.E.(2) below);
- (q) School Site DD and DDD – south of 20th Street S.E., proposed elementary/middle/high school (see subsection 3.E.(2) below);

- (r) Immokalee School Site – north side of Lake Trafford Road, proposed elementary/middle schools; and
- (s) Immokalee Maintenance and Transportation Satellite – State Road 29, proposed transportation facility.

- (2) Sites delineated in Subsections 3.E.(1) (o), (p), and (q) of this Agreement are within the Rural Fringe Area, an area subject to the Final Order No. AC-99-002 issued June 22, 1999, by the Governor and Cabinet of the State of Florida sitting as the Administration Commission. Pursuant to the Final Order, amendments to the GMP were adopted on June 19, 2002, including the Rural Fringe Mixed Use District. These amendments were subsequently found to be “in compliance” by the Florida Department of Community Affairs, but two challenges were filed to that compliance finding. Accordingly, those amendments are not yet in effect. This affects the consistency determination for those three sites.

Also, the sites delineated in subsection 3.E.(1)(o) of this Agreement, designated Rural Fringe Neutral Lands, are in an area that is subject to a specific requirement for performance of a Red-cockaded Woodpecker Study. The results of that study could lead to a GMP amendment to change the land use designation, thereby affecting the consistency determination for those sites.

Furthermore, sites delineated in subsection 3.E.(1)(q) of this Agreement are partially within the Rural Fringe Neutral Lands and partially in the Rural Fringe Sending Lands. The Sending Lands designation provides for submittal of environmental data to demonstrate the appropriateness of a land use designation change. This could potentially result in a land use designation change for the Sending Lands thereby affecting the consistency determination for those sites.

- (3) The parties acknowledge that due to the changes in the population figures and legislation, certain of the above sites may be designated for other purposes if consistent with all elements of the GMP, and applicable portions of the LDC as set forth in this Agreement, in effect at the time a SBR Letter of Compliance is requested.
- (4) If consistent with the locational criteria in the FLUE, GGAMP or IAMP, as applicable, and not within a PUD, or within a PUD that allows Educational Plants as a permitted principal use, then the Educational Plant shall be allowed as a matter of right. All such sites will be identified on the FLUM or Map Series to be adopted as part of the FLUE, at the initiation of Collier County at its expense. For sites within the Rural Fringe Area designated as Neutral Lands, the site area and school size shall be subject to

the General Education Facilities Report submitted annually by the School Board to the BCC. All such sites must comply with the State Requirements for Educational Facilities adopted by the State Board of Education.

- (5) If consistent with the locational criteria in the FLUE, GGAMP or IAMP, as applicable, but within a PUD that does not allow Educational Plants as a permitted principal use, then the Educational Plant shall only be allowed if an amendment to the PUD is adopted by the BCC at a duly advertised public hearing to make the Educational Plant a permitted principal use. Such a PUD amendment shall be initiated by the Collier County School Board at its expense.
- (6) For part of the sites delineated in Subsection E.(1)(q) above which is in the Sending Area of the Rural Fringe which is not consistent with the locational criteria in the FLUE, GGAMP or IAMP, or for the sites delineated in Subsections E.(1)(o), (p) and (q) of this Agreement in the Rural Fringe area whose consistency with the locational criteria changes based upon Subsection E.(2) of this Agreement, as applicable, the Collier County School Board may, at its expense, initiate an amendment to the appropriate Element so as to make such a site consistent with the locational criteria. Such a GMP amendment must also include an amendment to add the site to the FLUM or Map Series. Additionally, any such site must be located within a zoning district that allows the Educational Plant as a permitted principal use. Otherwise, a rezone petition must be filed and approved by the BCC at a duly advertised public hearing and remain valid in order for the use to be allowed as a matter of right. The filing and expense of any necessary rezone petition shall be the responsibility of the Collier County School Board.
- (7) Any future expansions beyond the boundaries of the existing Educational Plant sites, as demonstrated by the legal description, shall be subject to the Consistency Review and SBR process set forth in Sections 4, 5 and 6 of this Agreement.
- (8) For any GMP amendment which is initiated to add the sites to the FLUM or Map Series, such amendment is not a prerequisite to the School Board's ability to proceed with any County review that may be necessary under this Agreement, nor is it a prerequisite to the commencement of construction.

F. Existing Undeveloped Sites Acquired by the School District for Ancillary Plants.

- (1) If consistent with the locational criteria in the FLUE, GGAMP or IAMP, as applicable, and within a zoning district that allows the Ancillary Plant as a permitted principal use, then the Ancillary Plant shall be allowed as a matter of right. All such sites will be

identified on the FLUM or Map Series to be adopted as part of the FLUE, at the initiation of Collier County at its expense.

- (2) The sites delineated in Subsections 3.E.(1) (h), (n) and (p), of this Agreement, are consistent with the locational criteria in the FLUE, GGAMP or IAMP, as applicable, but not within a zoning district that allows the Ancillary Plant as a permitted principal use, and those plants shall only be allowed if a rezone petition, or a conditional use petition, as applicable, is filed at the initiation of the Collier County School Board at its expense, and is approved by the BCC or BZA at a duly advertised public hearing thereby allowing such Ancillary Plant as a permitted principal or conditional use, and such rezone or conditional use approval remains valid. Sites delineated in Subsections 3.E.1(h) and (n) of this Agreement will be identified on the FLUM or Map Series to be adopted as part of the FLUE, at the initiation of Collier County at its expense.

The sites delineated in Subsection 3.E.(1)(p) of this Agreement are in the Rural Fringe Area, as noted and discussed in Subsection 3.E.(2) of this Agreement. Once locational consistency has been determined for the sites delineated in Subsection 3.E.(1)(p), a GMP amendment will be proposed to include the sites on the FLUM or Map Series, at Collier County's expense.

- (3) Sites delineated in Subsection 3.E.(1)(p) of this Agreement may not be consistent with the locational criteria of the FLUE, GGAMP or IAMP, as applicable, pursuant to the Rural Fringe issues detailed in Subsection 3.E.(2) of this Agreement. Should this site become inconsistent, the Collier County School Board may, at its expense, initiate an amendment to the appropriate Element so as to make such site consistent with the locational criteria. Additionally, this site must also be located within a zoning district that allows the Ancillary Plant as a permitted principal use, otherwise a rezone petition, or conditional use petition, as applicable, must be filed and approved by the BCC or BZA at a duly advertised public hearing. The approval must remain valid in order for the use to be allowed as a matter of right. The filing and expense of any necessary rezone or conditional use petition shall be the responsibility of the Collier County School Board. Subsequent to the amendment to the appropriate Element becoming effective, Collier County will, at its expense, initiate an amendment to the Future Land Use Map or Map Series to add the site.
- (4) The parties acknowledge that due to the change in the population figures and legislation, certain of the sites listed in Subsection 3.E.(1) of this Agreement may be designated for other purposes if consistent with all elements of the GMP, and the applicable

portions of the LDC as set forth in this Agreement, in effect at the time that a SBR Letter of Compliance is requested.

- (5) Any future expansions beyond the boundaries of the existing Ancillary Plant sites as demonstrated by the legal description, shall be subject to the Consistency Review and the SBR process as set forth in Sections 5 and 6 of this Agreement.
- (6) For any GMP amendment that the County initiates to add the sites to the FLUM, such amendment is not a prerequisite to the School Board's ability to proceed with any County review that may be necessary under this Agreement, nor is it a prerequisite to the commencement of construction.

G. Future Sites for Educational and Ancillary Plants.

- (1) If consistent with the locational criteria of the FLUE, GGAMP or IAMP of the GMP, as applicable, and within a zoning district that allows the Educational or Ancillary Plant as a permitted principal use, then the plant shall be allowed as a matter of right. Once acquired, the site will be identified on the FLUM or Map Series to be adopted as part of the FLUE, at the initiation of Collier County at its expense.
- (2) If consistent with the locational criteria in the FLUE, GGAMP or IAMP, as applicable, but within a PUD that does not allow Educational Plants or Ancillary Plants as a permitted principal use, then the Educational or Ancillary Plant, as applicable, shall only be allowed if an amendment to the PUD to make the Plant a permitted principal use, at the initiation of the Collier County School Board at its expense, is approved by the BCC at a duly advertised public hearing. Subsequent to acquisition by the Collier County School Board, Collier County will, at its expense, initiate an amendment to the FLUM or Map Series to add the site.
- (3) If consistent with the locational criteria of the FLUE, GGAMP or IAMP, as applicable, and not within a PUD, but within a zoning district that does not allow the Educational or Ancillary Plant as a permitted principal use, then the plant shall only be allowed if a rezone petition or conditional use petition, as applicable, is filed, at the initiation of the Collier County School Board at its expense, and such amendment or conditional use, as applicable, is approved by the BCC or BZA at a duly advertised public hearing to make the Educational or Ancillary Plant a permitted principal use. Thereafter, the Educational or Ancillary Plant shall be allowed on the site as a matter of right. Subsequent to acquisition by the Collier County School Board, Collier County will, at its expense, initiate an amendment to the FLUM or Map Series to add the site.

- (4) If not consistent with the locational criteria of the FLUE, GGAMP or IAMP, as applicable, and within a PUD that does not allow Educational or Ancillary Plants as a permitted principal use, then the plant shall only be allowed if an amendment to the appropriate Element to make such site consistent with the locational criteria is filed, at the initiation of the Collier County School Board at its expense, and is approved by the BCC and becomes effective. Such a GMP amendment must also include an amendment to add the site to the FLUM or Map Series. Additionally, the plant shall only be allowed if an amendment to the PUD, initiated by the Collier County School Board at its expense, is approved by the BCC at a duly advertised public hearing thereby allowing such Educational or Ancillary Plant as a permitted principal use. Thereafter, the Educational or Ancillary Plant shall be allowed on the site as a matter of right.
- (5) If not consistent with the locational criteria in the FLUE, GGAMP or IAMP, as applicable, not within a PUD, and in a zoning district that does not allow the Educational or Ancillary Plant as a permitted principal use, then the plant shall only be allowed if an amendment is filed, at the initiation of the Collier County School Board at its expense to the appropriate GMP Element so as to make such a site consistent with the locational criteria of same, and such amendment must be approved by the BCC at a duly advertised public hearing and thereafter become legally effective. Such a GMP amendment must also include an amendment to add the site to the FLUM or Map Series. Additionally, the Plant shall only be allowed if a rezone petition or conditional use petition, as applicable, initiated by the Collier County School Board at its expense, is approved by the BCC or BZA at a duly advertised public hearing thereby allowing such Educational or Ancillary Plant as a permitted principal use. Thereafter, the Educational or Ancillary Plant shall be allowed on the site as a matter of right.
- (6) Any future expansions beyond the boundaries of the Educational or Ancillary Plant site as demonstrated by the legal description, shall be subject to the Consistency Review and the School Board Review process as set forth in Sections 4, 5 and 6 of this Agreement.
- (7) For any GMP amendment that the County initiates to add the sites to the FLUM, such amendment is not a prerequisite to the School Board's ability to proceed with any County review that may be necessary under this Agreement, nor is it a prerequisite to the commencement of construction.
- (8) It is understood, pursuant to Section 3A of this Agreement, that conditional use petitions will not be required for an Educational Plant.

H. All proposed development to take place on all existing, proposed and future sites for Educational Plants and Ancillary Plants must be consistent with each and every other applicable Element of the GMP.

4. The following process will be followed with respect to future Educational Plant and Ancillary Plant sites, prior to acquisition, for both the determination of consistency with the Collier County GMP locational criteria and whether the Plant is a permitted use, conditional use or prohibited use in the zoning district on the site. Consistency with all other Elements of the GMP will be reviewed during the SBR process.

A. Consistency Review: The Consistency Review will be conducted as follows:

(1) Prior to the purchase of a site for an Educational Plant or Ancillary Plant, the School District will request a pre-application meeting with the County.

(2) The County will schedule a pre-application meeting with the School District within three (3) weeks of a request being submitted to the County.

(3) The County will review the proposed site for consistency with the FLUE, GGAMP, IAMP, as well as the LDC and fundamental planning and design principles including compatibility with surrounding uses, complementary pattern of development, landscaping and buffering concerns, stormwater management, configuration of the traffic circulation systems, consideration of natural resources and mitigation of on-site and off-site negative impacts. The County will provide a consistency determination based only on the locational criteria of the FLUE and whether the Plant is a permitted use, conditional use or prohibited use in the zoning district on the site. Consistency with all other Elements of the GMP will be determined during the SBR Review process. The following additional information will be submitted to determine major issues that may affect site feasibility:

(a) Land Use. A general location map showing surrounding development with the property outlined, a recent aerial of the site showing boundaries, source and date and a map and summary table of existing land uses and zoning within a radius of 300 feet from the boundaries of the subject property.

(b) Future Land Use Designation. A map of the subject property designating each use, such as elementary, middle, or high school and whether such use includes a stadium, with acreage tables for each land use designation.

- (c) Environmental. A recent aerial and summary table of native habitats and soils occurring on the site; a table of Federal and State listed plant and animal species known to occur on the site and/or known to inhabit biological communities similar to the site.
 - (d) Growth Management. Identification of any Area of Critical State Concern and Development of Regional Impact.
 - (e) Timing and Impact of Development. Indication of whether the proposed site is intended for inclusion in the School Board's capital plan projection and if so, identification of the year.
 - (f) Public Facilities and Transportation. The School Board will indicate the proposed existing Level of Service Standards (LOS) and the School Board's provider and method of treatment for potable water and sanitary sewer services, Arterial and Collector roads, drainage and solid waste facilities. Where applicable, service availability letters will also be provided. The School Board will provide a map detailing the location of existing services and public facilities that will serve the proposed site.
 - (g) The School Board will identify any flood zone, wellfield, traffic congestion boundary, coastal management boundary and high noise contours which relate to the proposed site.
- (4) Within 45 days of the submission of the information outlined in Section 4.A(3) of this Agreement, the County will provide written comments and recommendations to the School District along with a determination of the site's consistency with the GMP locational criteria and LDC zoning districts. Necessary on-site and off-site improvements will be identified for these sites and the parties responsible for these improvements to the extent this can be determined during this locational Consistency Review.
- (5) Letter of Consistency: After the County review, the Planning Services Director, or his designee, shall issue a Letter of Consistency for the GMP locational criteria and whether the Plant is a permitted use, conditional use or prohibited use in the zoning district on the site, which shall evidence the County's determination of consistency as required by Section 1013.33(11) Florida Statutes.
- (6) After the County has determined that the site is consistent with the GMP locational criteria and LDC zoning districts, the School

District shall have up to one year to acquire the site. Once the site is acquired, the site shall be deemed to remain consistent regardless of later changes to either the GMP or LDC.

- (7) After the School District acquires the site and provides the necessary documentation for the County to initiate an amendment to the GMP, the County and School District will enter into a written agreement as part of the pre-application process detailed in Section 6 (D)(2) of this Agreement, as to the timing and location, and the entity or entities responsible for construction, operation and maintenance of the required improvements.

5. **SCHOOL BOARD REVIEW** The County will conduct an expedited site plan review for all Educational Plants and Ancillary Plants to ensure compliance and/or consistency with the GMP, fundamental planning and design principles, compatibility with surrounding uses, complementary pattern of development, configuration of the traffic circulation systems, consideration of natural resources and mitigation of negative impacts, as follows:

A. Collier County Utilities Standards and Procedures, Ordinance No. 01-57, as amended.

- (1) In accordance with Ordinance No. 01-57, that portion of the water and/or wastewater system that lies in the public rights-of-way or in County utility easements (CUE) shall be conveyed to the Collier County Water/Sewer District, prior to the issuance of the Certificate of Occupancy.
- (2) All water and wastewater systems shall be built in accordance with the Collier County Utility Technical Standards Manual in effect at the time a SBR Letter of Compliance is requested.
- (3) Division 3.16 of the LDC designed to protect local government water supply wellfields from land uses that may pollute shall apply.
- (4) Off-site improvements shall be in accordance with the current update of the Water and Wastewater Master Plan and must include any agreement necessary to assign the responsibility for the cost of upsizing said water and/or wastewater facilities.
- (5) The School District shall be responsible for all materials and/or real property required for the water and/or wastewater system. Any expansions and/or renovations to existing school facilities shall require a review by the Collier County Engineering Services Department to determine the need for a change in meter sizing and additional grease traps.
- (6) South Florida Water Management District (SFWMD) Permits shall be submitted prior to the issuance of an SBR approval.

- B. Compatibility Review. The County will conduct a Compatibility Review which will take into account the Architectural and Site Design Standards contained within Division 2.8 of the LDC in effect at the time a SBR Letter of Compliance is requested and that pertain to issues of compatibility with surrounding uses, complementary patterns of development and mitigation of negative impacts, limited to compatibility issues, external sidewalks and pathway connections, lighting, dumpster location and screening and orientation of buildings and ancillary facilities. In addition, the Utility Billing and Customer Service (UBCS) Department shall ascertain that there is ample space for the trash dumpster(s) or compactor(s) and for the trash collection franchisee to maneuver trucks in and out of the space allowed for the dumpster(s) or compactor(s). With the exception of high school facilities, this Compatibility Review will be a courtesy review. For high school facilities, this will be a formal review process and is subject to the appeal process set forth in Section 7 of this Agreement in the event that the County denies the application based on non-compliance with the items listed in this paragraph.
- C. Landscaping and Buffering. Division 2.4 of the LDC in effect at the time a SBR Letter of Compliance is requested shall apply. The County Planning Staff will recommend an amendment to the LDC allowing administrative deviations from the landscaping and buffering standards for essential services such as Educational and Ancillary Plants. Specifically, the County will recommend flexibility in the regulations for projects where there will be joint use by the County Department of Parks and Recreation and the School District. In the event that the BCC approves the recommended amendment, administrative deviations may be granted provided the School District can demonstrate that the intent of this Division can be effectively accomplished without meeting the specific development standards. The administrative deviations shall be requested in the format set forth in Section 2.8.2.5 of the LDC.
- D. Environmental regulations for compliance with the Collier County GMP Conservation and Coastal Management Element in effect at the time a SBR Letter of Compliance is requested shall apply as follows:
- (1) On a site by site basis, County staff will determine the necessity for an Environmental Impact Statement (EIS) to be submitted.
 - (2) The final SFWMD Environmental Resource Permit and all other agency permits for wetlands must be submitted prior to a determination that the SBR application is sufficient for review.
 - (3) Submission of Protected Species Surveys and, if needed, wildlife management plans in accordance with Collier County's LDC and GMP in effect at the time of the issuance of the SBR Letter of Compliance along with United States Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FFWCC) agency permits.

- (4) A site clearing plan must be submitted that shows the native vegetation areas to be preserved and identifies the upland/wetlands preserve or protected species preserves.
 - (5) The GMP requires schools to provide a set percentage for native vegetation preservation in the Rural Fringe and the Rural Lands. The School Board must comply with the set percentages of native vegetation preservation.
 - (6) An Exotic Vegetation Removal and Maintenance Plan must be submitted and approved prior to final SBR approval. All exotic vegetation shall be removed from the site of an Educational and Ancillary Plant prior to the issuance of a Certificate of Occupancy.
 - (7) All environmental documentation must be submitted prior to a sufficiency determination on a SBR application. Failure to submit the required documentation will result in a determination of insufficiency and the formal review process will not commence until such documentation is received and the application is deemed sufficient for review.
- E. All State Fire Code regulations as they relate to the site plan and in effect at the time that a SBR Letter of Compliance is requested shall apply. The School District shall submit all building information necessary to determine site requirements including but not limited to fire flow requirements and fire sprinkler requirements.
- F. Collier County Stormwater Management Policies as follows:
- (1) A Drainage Plan, signed and sealed by a Florida Professional Engineer must be submitted along with design calculations in order to determine the proposed development's effect on County maintained drainage facilities.
 - (2) SFWMD permits must be submitted prior to a determination that the SBR application is sufficient for review.
 - (3) Easements for drainage improvements and access to them must be submitted prior to SBR approval. When necessary, the School Board will supply additional drainage easement area when necessitated by increased capacity to accommodate the proposed development.
 - (4) If any dedications of easements for drainage, maintenance, and/or access are required, all necessary documentation to record the easement(s) shall be provided to the County prior to approval of the SBR. Prior to the County's issuance of the Certificate of Occupancy, such easements shall be approved by the BCC and officially recorded.

- G. Public Educational Plants and Ancillary Plants are deemed to be essential public services and as such are subject to a Capital Improvement Element (CIE) review for a public facility adequacy analysis.
- H. Minimum yard setback requirements shall be 50 feet from all property lines for principal structures and 25 feet from all property lines for any accessory structures including portable classrooms.
- I. Off-Site Impacts - In accordance with Section 6 of the Interlocal Agreement for Public School Facility Planning, the School District and Collier County will jointly determine the need for, and timing of, on-site and off-site infrastructure improvements in conjunction with the determination of the consistency of the site location with the GMP and LDC, and will enter into a written agreement at the preapplication stage pursuant to Section 6.D.(2) of this Agreement, as to the timing and location, and the entity or entities responsible for the cost, construction, operation and maintenance of the required improvements. In reaching a determination regarding responsibility for improvements, the parties will be guided as follows:
- (1) The School District shall be responsible for off-site improvements that are determined to be necessary to mitigate the off-site impacts of the Educational Plant or Ancillary Plant. The improvements shall be constructed by the School Board at the School District's expense, unless the School District requests otherwise in writing and the County determines and agrees otherwise in writing. The School District shall not be required to pay more than its proportionate share of the cost of the off-site improvements necessitated by the Educational Plant or Ancillary Plant. Off-site improvements include, but are not necessarily limited to, the widening of adjacent roadways and the infrastructure relevant to same when necessitated to accommodate buses (if needed); construction of required deceleration turn lane(s) at ingress(es) and egress(es) points and at any intersections within the immediate vicinity of the school site which are adversely impacted as a direct result of the same; and any other improvements determined to be necessary by Collier County Transportation Services Division and the Public Utilities Division.
 - (2) Turn Lanes - The School District shall be responsible for turn lane improvements adjacent to and/or in the vicinity of a site, including the cost and construction of same. Necessary turn lane improvement(s) determined by Collier County Transportation Staff shall be in place prior to the issuance of the first permanent Certificate of Occupancy. When said turn lane improvement(s), whether left turn lane(s) or right turn lane(s), are determined to be necessary, right-of-way and/or compensating right-of-way, shall be provided in conjunction with said improvement(s), as determined by Collier County Transportation Staff. All turn lane design criteria used shall be in accordance with the minimum

standards as adopted by the Florida Department of Transportation (FDOT) Design Standards as required by Chapter 316, Florida Statutes. The turn lane queue length determinations shall be in accordance with the criteria/calculations of Chapter 17 within the Highway Capacity Manual. In conducting the aforementioned criteria/calculations the length of school buses must be considered to adequately address the turn lane queue length determinations.

- (3) Sidewalks – As part of the SBR process, the School Board and County will develop a sidewalk plan which delineates the sidewalks that are necessary in and around the project to establish the most direct connection to an existing network of sidewalks. The School Board shall collect funds through the school impact fees to provide for the development of these sidewalks as delineated in the sidewalk plan. The School Board shall provide funds from these impact fees to the County. The County will be responsible for the timing, cost, construction, and maintenance of such sidewalks.
- (4) The School District shall be responsible for the costs of any and all traffic signal(s) constructed due to and/or as a result of the impacts from an Educational Plant or Ancillary Plant, when it is determined to be warranted and approved by Collier County Transportation Staff. When warranted, upon the completion of the installation, inspection, burn-in period, and final approval/acceptance of any and all traffic signal(s), the traffic signal(s) will be turned over to the County, and will then be operated and maintained by the County Transportation Operations Department. Any negotiations relevant to “fair share” payment(s), or reimbursement(s), from any and all other neighboring property owner(s), that directly benefit from the installation of the traffic signal(s), will be determined based upon the percentage of usage and impact.
- (5) Any and all traffic control devices and design criteria used shall be in accordance with the minimum standards and any amendments thereto as adopted by the FDOT, as required by Chapter 316, Florida Statutes.
- (6) All traffic speed limit postings shall be in accordance with the minimum standards and any amendments thereto as adopted by the FDOT, and the Speed Zoning Manual as adopted by the FDOT and as required by Chapter 316, Florida Statutes.
- (7) The design of all transportation related improvements shall comply with the minimum standards and any amendments thereto as adopted by the FDOT, and as required by Chapter 316, Florida Statutes.

- (8) Any off-site improvements to be constructed by the School District, even though not required by the County, shall be subject to review by the Collier County Transportation Staff prior to construction to assure compliance with Collier County regulations.
 - (9) In the event the School District proposes to expand an existing school site, Collier County Transportation Staff shall make its recommendations as to the improvements required to mitigate the off-site transportation impacts but only as they relate to such expansion.
6. **SCHOOL BOARD REVIEW PROCESS.** The SBR for School Board projects shall be reviewed under the following expedited process:
- A. The SBR application will be reviewed only as to the criteria set forth in Section 5 of this Agreement.
 - B. The SBR application submittal shall be in accordance with Section 3.3 of the LDC, but only as to those submittal requirements which are consistent with the review criteria set forth in Section 5 of this Agreement.
 - C. The Parties will develop a checklist that defines the items to be submitted for a SBR review application.
 - D. Prior to commencing construction or site preparation, the School District shall request a pre-application meeting with the County. The County will schedule a pre-application meeting with the School District within three (3) weeks of a request being submitted to the County.
 - (1) The County will review the development proposal for compliance with the Letter of Consistency required in Section 4.A of this Agreement.
 - (2) The parties will discuss and enter into a written agreement as to the timing and location and the entity or entities responsible for the cost, construction, operation and maintenance of the required offsite improvements. Any requirement that the BCC approve this written agreement at a public hearing is not a prerequisite to the School Board's ability to proceed with any County review that may be necessary under this Agreement.
 - E. At least 120 days before commencing construction or site preparation, the School Board shall submit the SBR plan for the proposed Educational Plant or Ancillary Plant to the County for SBR approval.
 - (1) The County shall have 14 days to determine whether the submittal is complete and sufficient. If the application package is not sufficient for review, the County will request additional information from the School District.

- (2) Once the application package is sufficient, the County shall have 90 days to complete the review and issue a Letter of Compliance. The 90 days may be extended upon agreement of the County and School District. Once an affirmative determination has been rendered, the School District may obtain building permits and commence construction.
- (3) Failure by the County to issue a Letter of Compliance within 90 days after determining the application package sufficient for review shall be considered an approval. However, if within 90 days, the County denies the application based on non-compliance with the relevant standards of this Agreement, the SBR shall be considered denied and the School District shall be authorized to pursue an appeal.

F. Letter of Compliance: After the expedited review and the County's determination of compliance with the terms of this Interlocal Agreement, the Planning Services Director, or his designee, shall issue a Letter of Compliance, which shall evidence the County's approval of the SBR. In the event that there is disagreement as to the School District's compliance with any site plan requirement set forth in this Agreement, the Planning Services Director shall, at the request of the School District Superintendent's designee, provide the County's determination and the basis of it in writing to the Superintendent's designee. Absent further successful negotiation on the issues, the School District shall be authorized to appeal the decision of the Planning Services Director as described in Section 7 of this Agreement.

G. The parties agree that the School District shall not request reviews and that County review is not requested or required for:

- (1) The placement of temporary or portable classroom facilities; or
- (2) Proposed renovation or construction on existing school sites, with the exception of construction that:
 - (a) changes the primary use of a facility,
 - (b) includes a stadium,
 - (c) results in a greater than five percent (5%) increase in K-12 student capacity, or
 - (d) encroaches upon the established setbacks as set forth in this Agreement

H. Should the School Board place temporary or portable classrooms on a site, the School Board will supply additional data to the Fire Code Office for review pursuant to Rule 4A-58, Florida Administrative Code. In addition, the School Board will supply the Public Utilities Division with additional data on temporary and portable classroom facilities relative to concurrency issues related to water and sewer capacity and to the proper

sizing of water meters and grease traps. No other reviews will be required for temporary or portable classroom facilities.

- I. **SBR and Consistency Review Fees:** The County will develop a review fee for the processing of the SBR and Consistency Review applications submitted by the School Board. The School Board will pay standard County review fees for all other related project review services.
7. **APPEAL:** In the event that the County denies the application based on non-compliance with relevant standards of this Agreement, or in the event the Superintendent's designee and the Planning Services Director disagree regarding the interpretation of this Agreement, the School District may request an appeal to the BCC. However, appeals regarding issues pertaining to the Fire Code will be made to the Board of Appeals and Adjustments under the established procedures for this Board. A request for appeal shall be filed in writing with the Planning Services Director. Such request shall state the basis for the appeal and shall include any pertinent information, exhibits and other backup information in support of the appeal. The BCC shall hold an advertised public hearing on the appeal and shall consider the decision of the Planning Services Director, the position of the School District and public testimony. In the event that the BCC upholds the decision of the Planning Services Director, the School District shall then be authorized to pursue any legally available action or remedy to resolve this matter. In the event that the BCC upholds the position of the School District, the BCC shall direct the Planning Services Director, or his designee, to issue a Letter of Compliance that is consistent with the findings and conclusions made by the BCC at the appeal hearing.
8. The County will initiate an amendment to the Land Development Code to exempt Ancillary Plant conditional use approvals from expiration, as long as the Plant is listed on the School Board Capital Outlay Plan from the time the conditional use is granted until the property is developed.
9. Any GMP amendments that the County is required to consider pursuant to this Agreement shall be initiated in the next available amendment cycle. Any LDC amendment that the County is required to consider pursuant to this Agreement shall be initiated in the third LDC amendment cycle in 2003. Exceptions to this time line are for sites that may be impacted by the Rural Fringe GMP amendments, as noted in subsection 3.E.(2) of this Agreement, and FLUM or Map Series amendments for sites yet to be acquired by the School Board.
10. As set forth in the preamble to this Agreement, the purpose of this Interlocal Agreement is to meet the intent and requirements of Section 1013.33, Florida Statutes. In the event that Section 1013.33, Florida Statutes, is amended or repealed to delete or exempt the coordination of public educational facilities construction with local government comprehensive plans and implementing land development regulations, then notwithstanding the term of this Agreement set forth below, this Agreement shall become null and void.
11. This Agreement replaces and supercedes the 1996 Interlocal Agreement defined herein. With such replacement, it is understood and agreed by the parties that the School Board has agreed to replace the 1996 Interlocal Agreement process with

the expedited and abbreviated Consistency Review and SBR process based upon the good faith representations of the County in pursuing and implementing the GMP amendments and the LDC amendments contemplated in this Agreement.

12. Should any GMP amendment or LDC amendment required to be initiated under this Agreement fail to obtain the required approval by the BCC, then the parties shall renegotiate the provisions related to the failed amendment. The renegotiation of such amendment only affects the validity of that portion of the agreement related to the failed amendment, and the remainder of the Agreement remains in full force and effect.
13. Between the effective date of this Agreement and the effective date of any GMP amendments or implementing LDC amendments that are not dependent upon the adoption of the GMP Amendments, any of which are required to be initiated or considered by the County under this Agreement, the provisions of this Agreement shall control, to the extent that the Agreement is not inconsistent with the current GMP. The parties understand that this provision's intent is to follow the procedures set forth in this Agreement, such as the consistency review process, the School Board Review process, and the determination of zoning based on the Agreement so long as the property is deemed an allowable use in the GMP, regardless of the current LDC provisions, except as limited by the PUD provisions of this Agreement. This provision is supported by the zoning in progress rule as set forth in Smith v. City of Clearwater, 383 So. 2d 681 (Fla. 2d DCA 1980).
14. The term of this Agreement shall be for a period of six years; provided, however, both parties agree that this Agreement shall be reviewed and, if necessary, updated every two (2) years.
15. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officials on the dates set forth below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
COLLIER COUNTY, FLORIDA

DWIGHT BROCK, CLERK
By: Dabacia S. Morgan, DC
Attest as to Chairman's
signature only.
(SBAL)

By: [Signature]
TOM HENNING, CHAIRMAN

Date: May 27, 2003

Approved as to form and legal sufficiency:

for Margaret M. Stuedent
David C. Weigel, County Attorney
ATTEST:

By: [Signature]
Dr. H. Benjamin Marlin, Superintendent

Date: 5/16/03

COLLIER COUNTY SCHOOL BOARD

By: [Signature]
Linda Abbott, Chair

Date: 5/16/03

404765_1