

AGENDA

**FOR THE JOINT SCHOOL CONCURRENCY WORKSHOP MEETING OF THE
INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS
CITY OF FELLSMERE COUNCIL
TOWN OF INDIAN RIVER SHORES COUNCIL
CITY OF SEBASTIAN COUNCIL
CITY OF VERO BEACH COUNCIL**

**WEDNESDAY, MAY 3, 2006 AT 1:30 P.M.
RICHARDSON CENTER AT THE INDIAN RIVER COMMUNITY
COLLEGE MUELLER CAMPUS AT 6155 COLLEGE LANE,
VERO BEACH, FLORIDA**

1. CALL TO ORDER, BCC CHAIRMAN
2. PLEDGE OF ALLEGIANCE
3. WELCOME AND INTRODUCTIONS
4. CONSULTANT PRESENTATION
5. DISCUSSION AND COMMENTS
6. ADJOURNMENT

ANYONE WHO NEEDS A SPECIAL ACCOMMODATION FOR THIS MEETING MAY CONTACT THE RICHARDSON CENTER'S AMERICANS WITH DISABILITIES ACT (ADA) COORDINATOR AT 299-1717 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING.

INDIAN RIVER COUNTY, FLORIDA

MEMORANDUM

TO: Board of County Commissioners Members, City Council Members, and Town Council Members

FROM: Robert M. Keating, AICP *RMK*
Community Development Director

DATE: April 17, 2006

RE: Consideration of Public School Concurrency Related Documents and Information

It is requested that the data herein presented be given formal consideration at the May 3, 2006 joint workshop meeting of the Board of County Commissioners, City Councils, and Town Councils.

Background

Since 1985, the State of Florida has required that all local governments in the state apply the "concurrency" principle to their review of development project applications. Basically, concurrency requires that the services and facilities needed to accommodate new development be in place concurrent with the impacts of new development. Until last year, concurrency applied to water, sewer, parks, solid waste, drainage, and roads.

With the passage of SB 360 by the 2005 Florida Legislature, the State concurrency requirement changed. Along with various other mandates, that law requires that all local governments in the state adopt school concurrency provisions as part of their comprehensive plans by 2008.

This past fall, the state Department of Community Affairs (DCA) offered the Indian River County Board of County Commissioners and the Indian River County School Board an opportunity to become a pilot community for developing school concurrency plan components that meet the requirements of the Florida Legislature's 2005 growth management law (SB360). To meet the school concurrency requirements, local governments must adopt a public school facilities element, enter into an interlocal agreement with their school board, and amend appropriate sections of their Capital Improvements Elements (CIE) and their Intergovernmental Coordination Elements (ICE).

To assist local governments in complying with the new school concurrency requirements, DCA chose six counties and their school boards to be school concurrency pilot communities. Indian River County was selected as one of the six pilot communities. In exchange for \$200,000 in DCA funding, the pilot communities are required to prepare the applicable school concurrency documents by June 1, 2006, and those documents will become models for other communities to use in complying with the school concurrency requirements.

Since being chosen as a pilot community, Indian River County and the School District of Indian River County have:

1. Entered into a Pilot Community contract with DCA;
2. Advertised for and selected a consultant to prepare the applicable school concurrency documents (Kimley Horn and Associates);
3. Formed a county/school staff committee to assist Kimley Horn and Associates with preparation of the required documents;
4. Held a county/school/municipal staff meeting, on October 14, 2005, to review School Concurrency Pilot Community requirements;
5. Held a joint meeting with county/school/municipal elected officials, on January 4, 2006, in which staff from DCA presented an overview of the new school concurrency requirements;
6. Prepared a draft of the revised Indian River County Interlocal Agreement for Public School Planning (see attachment 1);
7. Submitted the revised draft Interlocal Agreement for Public School Planning to DCA on March 1, 2006;
8. Prepared draft school concurrency related revisions to the County's Capital Improvements Element and the County's Intergovernmental Coordination Element and submitted those drafts to DCA on April 15, 2006;
9. Prepared a draft Public School Facilities Element (PSFE).

At this time, the draft revised Interlocal Agreement for Public School Planning, now titled "Interlocal Agreement for Coordinated Planning and School Concurrency", is being presented to the Board of County Commissioners, City Councils, and Town Councils for review and comment.

Description and Conditions

In accordance with the DCA/County/School District Public School Concurrency Pilot Community contract, County and School District staff and Kimley Horn and Associates completed several work products and submitted those work products to the Florida Department of Community Affairs. Those work products, the DCA timeline for completion, and the current status of the work products are detailed in the table on the next page.

Status of School Concurrency Pilot Community Work Products			
Work Product	Description of Work	DCA Submittal Deadline	Status
Work Plan	Create outline that sets for the strategy, interim products, and timelines that will be followed to create the DCA required documents.	Submit to DCA by 11/1/05	Completed
Interlocal Agreement (ILA)	Create a draft updated ILA consistent with new State School Concurrency Requirements	Submit interim draft ILA to DCA by 1/1/06	Completed
		Submit final draft ILA to DCA by 3/1/06	Completed
		Submit revised final draft ILA to DCA by 6/1/06	In Progress
Public Schools Facility Element (PSFE)	Create a draft PSFE consistent with new School Concurrency Requirements that is consistent with the draft ILA	Submit data & analysis section of PSFE to DCA by 3/1/06	Completed
		Submit interim draft PSFE to DCA by 4/15/06	Completed
		Submit final draft PSFE to DCA by 6/1/06	In Progress
Intergovernmental Coordination Element (ICE)	Create a draft updated ICE incorporating new School Concurrency Requirements, consistent with the draft ILA and PSFE	Submit ICE interim draft revisions to DCA by 4/15/06	Completed
		Submit ICE final draft revisions to DCA by 6/1/06	In Progress
Capital Improvements Element (CIE)	Create a draft updated CIE that incorporates a financially feasible public school capital facilities program and level of service standards for public schools consistent with new State School Concurrency Requirements	Submit ICE interim draft revisions to DCA by 4/15/06	Completed
		Submit ICE final draft revisions to DCA by 6/1/06	In Progress

As indicated, the County and School District have completed nearly all of the draft work products. In addition, the County and School District are on track to complete the remaining final work products by the June 1, 2006 contract deadline.

Public School Facilities Element

A draft of the Public Schools Facilities Element was submitted to DCA on April 15, 2006. That draft will be rewritten based upon DCA and local staff comments, and a final draft will be prepared for submittal to DCA by the June 1, 2006 deadline. The final version of the Public School Facilities Element will address projected school enrollment growth, acceptable levels of service, need for new school facilities, anticipated revenues, procedures for implementing school concurrency, and general goals, objectives, and policies.

Capital Improvements Element (CIE)

A draft version of the County's Capital Improvements Element (CIE), containing school concurrency provisions, was sent to DCA on April 15, 2006. That draft includes the addition of school concurrency level of service standards and the addition of the School District's Capital Improvements Schedule (per state requirements). A final version of the CIE will be submitted to DCA by the June 1, 2006 deadline.

Intergovernmental Coordination Element (ICE)

A draft version of the County's Intergovernmental Coordination Element (ICE), containing school concurrency provisions, was sent to DCA on April 15, 2006. Revisions to the ICE include

procedures for coordination of development reviews with the School District. A final version of the ICE will be submitted to DCA by the June 1, 2006 deadline.

Interlocal Agreement (ILA)

The proposed draft Interlocal Agreement for Coordinated Planning and School Concurrency maintains the same sections/content as the current School Interlocal agreement adopted by the County, School District, and each Municipality in May of 2003. In addition to the original sections/content, the draft revised ILA contains new school concurrency procedures. Thus, it is intended that, upon adoption, the new agreement will replace the existing (2003) agreement.

Several sections (2-10 and 18-20) of the proposed agreement are not related to school concurrency or the pilot community project. Those sections contain proposed modifications to the site selection, data exchange, and school site plan review procedures in the current interlocal agreement. The modifications proposed are the result of discussions between County and School District staff and the Staff Working Group.

Sections 1, 11-15, 17, and 21 of the revised ILA contain the new, proposed school concurrency procedures. In addition, Appendices E and F contain new school service area boundaries and individual school level of service.

Analysis

As structured, the draft concurrency components establish a process for the county, municipalities, and school district to implement school concurrency. This process will require changes in the way that development projects are reviewed and approved by the county, towns, and cities. Once school concurrency is in place, no development projects may be approved until the school district has determined that the project complies with school concurrency.

Consequently, current development review processes and procedures will need to change, more and better coordination will be required, and new regulations will need to be applied. Although concurrency is a regulatory tool with the potential for stopping development projects if sufficient capacity in a concurrency facility is not applicable, the objective of concurrency is to program infrastructure improvements such that capacity is available when demand occurs. As structured, the school concurrency components provide a mechanism to do that.

Once all of the school concurrency components have been finalized and approved by DCA, school concurrency will need to be implemented. To implement the new school concurrency requirements, it is necessary that the County and each municipality:

1. Execute the Indian River County Interlocal Agreement for Coordinated Public School Planning and School Concurrency;
2. Adopt the Public School Facilities Element as part of the jurisdiction's Comprehensive Plan;

3. Amend the Capital Improvements Element of its Comprehensive Plan to include the School District's Capital Improvement Schedule, school level of service standards, and other applicable school concurrency related text; and
4. Amend the Intergovernmental Coordination Element of its Comprehensive Plan to include relevant school concurrency coordination text.

At the May 3rd meeting, Kimley-Horn and Associates and County staff will provide an overview of the draft work products.

Attachment

1. Draft Proposed Interlocal Agreement for Coordinated Planning and School Concurrency
2. Existing Indian River County Interlocal Agreement For Public School Planning

Cc: Jason Nunemaker, Fellsmere City Manager
Robert J. Bradshaw, Indian River Shores Town Manager
Al Minner, Sebastian City Manager
Jim Gabbard, Vero Beach City Manager
Michael C. Zito, Assistant County Administrator
Dan McIntyre, Assistant Superintendent, SDIRC
Susan Olson, Director of Facilities, Planning, & Construction, SDIRC
Stan Boling, AICP; Planning Director
Sasan Rohani, AICP; Chief, Long Range Planning
Bill Schutt, AICP; Senior Economic Development Planner

**Indian River County
Interlocal Agreement For
Public School Planning**

**Indian River County
Indian River County School Board
City of Fellsmere
City of Sebastian
City of Vero Beach**

May 2003

Attachment 2

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Interlocal Agreement**

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INDIAN RIVER COUNTY INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL PLANNING

This Agreement is entered into between the **Indian River County Board of County Commissioners** (hereinafter referred to as "County"), the **City Council of the Cities of Fellsmere, Sebastian and Vero Beach** (hereinafter referred to as "Cities"), and the **School Board of Indian River County, Florida** (hereinafter referred to as "School Board"). Not participating in this agreement are the **Town of Indian River Shores** and the **Town of Orchid**. These jurisdictions are not participating in this Agreement because they qualify for exclusion pursuant to the provisions of Chapter 163, Florida Statutes.

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

WHEREAS, the County, Cities, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the school board and local governments by the reduction of student travel times and the placement of schools to take advantage of existing and planned roads, water lines, sewer lines, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) the location and design of schools so that they serve as community focal points, (5) the location and design of schools with parks, ball fields, 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 1013.191, 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)(b)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 describes 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 elements; and

WHEREAS, the County and School Board have had a "Memorandum of Understanding" for joint review of new school sites and joint review of school site plans since 1986 and that agreement is being superseded by this interlocal agreement; and

WHEREAS, the County, Cities, and School Board enter into this Agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above; and

WHEREAS, the County, Cities, and School Board have mutually agreed that coordination of school facility planning and comprehensive land use planning is in the best interests of the citizens of Indian River County; and

WHEREAS, the County has jurisdiction for land use and growth management decisions within its unincorporated boundaries and the Cities have similar jurisdiction within their boundaries; and

WHEREAS, the School Board has the responsibility to provide school facilities to ensure a free and adequate public education to the residents of Indian River County, and

WHEREAS, the County, Cities, and School Board agree that they can better fulfill their respective responsibilities by working in close cooperation to ensure that adequate public school facilities are available for the residents of Indian River County, and

WHEREAS, the parties are authorized to enter into this interlocal Agreement pursuant to Section 163.61, Section 163.3177(6)(b)2, and Section 1013.193(7), F. S.

NOW THEREFORE, be it mutually agreed between the Indian River County School Board, the Board of County Commissioners of Indian River County and the City Councils of the Cities of Fellsmere, Sebastian, and Vero Beach that the following procedures and requirements will be followed and met in coordinating land use and public school facilities planning:

Section 1. Committees

The following committees are hereby established.

- 1.1 A staff working group Committee consisting of the Indian River County Community Development Director, the Indian River County Planning Director, the Planning or Community Development Director or City Manager of the cities of Sebastian and Vero Beach, a staff designee appointed by the Mayor of the City of Fellsmere, the Indian River County School Board's Assistant Superintendent of Operations, and the Indian River County School Board's Executive Director of Facilities.
- 1.2 An Elected Officials Oversight Committee (EOOC) consisting of the County Commission Chairman, the mayors of Vero Beach, Sebastian, and Fellsmere, the Regional Planning Council Chairman, the School Board Chairman, or designated representatives.
- 1.3 A School Planning Technical Advisory Committee (SPTAC) consisting of representatives from the following agencies:
 - a. Planning Director from the Indian River County Planning Division and, if applicable, any affected cities' City Planning or Community Development Director, City Manager or designated staff person;
 - b. County Engineer from the Indian River County Engineering Division and, if applicable, any affected cities' City Engineer;
 - c. County Traffic Engineer from the Indian River County Traffic Engineering Division and, if applicable, any affected cities' Traffic Engineer or Public Works director;
 - d. MPO Director from the Indian River County Metropolitan Planning Organization (MPO);
 - e. Assistant Superintendent of Operations from the Indian River County School Board;
 - f. Executive Director of Facilities from the Indian River County School Board;
 - g. Director from affected water and sewer utility providers.
 - h. Director of the Indian River County Parks and Recreation Department and, if applicable, any affected cities' Park and Recreation Director, and
 - i. County Sheriff and, if applicable, any affected cities' police chief.
- 1.4 A citizen oversight committee consisting of five citizens appointed by the school board, the county, and cities of Fellsmere, Sebastian, and Vero Beach. Each jurisdiction or entity shall appoint one member.

Section 2. Joint Meetings

- 2.1 The Staff working group shall, at a minimum, meet semi-annually (**2nd Friday in February and August of each year at the County Administration Building**) to set direction, formulate recommendations, and discuss issues regarding coordination of land use and school facility planning, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, and on-site or off-site infrastructure improvements (e.g. roads, sidewalks and bikeways) needed to support schools and ensure safe student access. The County Planning Director will be responsible for making meeting arrangements and providing notification.

- 2.2 The Elected Officials Oversight Committee shall, at a minimum, meet every year (2nd Friday in April of each year, at the County Administration Building) in joint workshop sessions. The joint workshop sessions will be opportunities for representatives of the County Commission, the City Councils, and the School Board to set direction, discuss issues, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The County Planning Director will be responsible for making meeting arrangements and providing notification.
- 2.3 The meetings discussed in 2.1 and 2.2 of this Agreement shall ensure that this Interlocal Agreement is implemented in a timely and efficient manner. In addition, the meetings subject to 2.2 shall be noticed to the public, and public comment shall be received.

Section 3. Student Enrollment Projections

- 3.1 The School Board shall utilize the Department of Education (DOE) countywide 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 municipalities and county regarding future population projections and growth.
- 3.2 The staff working group committee at its first meeting each year will review, adjust if needed, and approve school board's staff allocation of projected student enrollment into sub-county planning sectors. The planning sectors will be established by the staff working group.
- 3.3 The school enrollment projections and their allocation to sub-county planning sectors will be included in the educational facilities report provided to the county and cities each year as specified in subsection 4.2 of this Agreement.

Section 4. Coordinating and Sharing of Information

- 4.1 The School Board shall coordinate and share information with the County and Cities as follows.
- 4.2 Educational Facilities Report: By November 1 of each year, the School Board shall submit to the County and each City its educational facilities report (five-year work program). The report will contain information in tabular, graphic, and textual formats detailing existing and projected five year school enrollment, existing educational facilities and their capacity to be expanded, their locations, the number of portables in use at each school, and projected needs. The report will also contain the board's capital improvement plan, including planned facilities with funding over the next 3 years, and the educational facilities representing the district's unmet need. The report will provide data for each individual school concerning permanent school capacity based on Department of Education criteria and enrollment at each individual school based on actual counts. The report will show the generalized locations where new schools will be needed. The report will indicate properties the School Board has already acquired through developer donation, or properties on 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.
- 4.3 When considering a significant renovation or a closure of a school facility, the school board shall notify the appropriate city in which the school is located or the County Planning Division prior to any significant renovation or closure activities. Significant renovations encompass projects that increase or decrease a school's capacity by 10% or more, or increase a school's total building square footage by 10% or more.
- 4.4 The County and Cities shall coordinate and share information with the school board as follows.

- a. **Project Review and Comments:** Within 5 days of the submittal of any new housing development project application (excluding 55 years and older projects), the County or City in which the project is located shall notify the School Board's Executive Director of Facilities that an application has been submitted and shall inform him of the location where the site plan can be reviewed. To ensure that the School Board is provided timely notice of all development projects proposed in the unincorporated county, the county will continue to send agendas for pre-application conference meetings, technical review committee (TRC) meetings, Planning and Zoning Commission (Local Planning Agency) meetings, and Board of County Commissioners meetings to school board representatives. Additional supporting documents shall be provided by county planning staff to the school board upon request.
- b. **Growth and Development:** By June 1 of each year, Indian River County and the Cities of Fellsmere, Sebastian, and Vero Beach will provide the school board with information, accurate as of March 31, regarding the number of residential demolitions and the type, number, and location of residential units which have received zoning approval, site plan approval, building permit approval, or certificates of occupancy, plus any age restriction information. Information regarding the conversion or redevelopment of structures into residential units likely to generate new students will also be provided. Indian River County and the cities will also identify any development orders issued which contain a requirement for the provision of a school site as a condition of development approval. The actual students generated from new residential units will be used in the data and analysis for the annual update of the school board's Five-year Capital Facilities Plan. In using the information provided by Indian River County and the cities, the School Board and local governments will take into consideration the actual level of commitment the different types of approvals represent.
- c. When considering the development of, or redevelopment of, an area (eg. neighborhood planning, enterprise zones, community redevelopment areas (CRA)), the county and cities will notify the school board. These entities will provide the school board with a copy of draft plans and any plans completed prior to this Agreement that are currently in the approval, funding, and/or implementation stage. This shall include maps of Historic Districts, CRA's, and other special districts not readily identified on land use maps.
- d. **Population Projections:** On an annual basis at the first staff working group meeting described in subsection 2.1 of this Agreement, committee members shall review and comment on the County's most recent population projections, their allocation into planning sectors, and conversion into projected student enrollment. All parties at the staff meeting will review the revised projections and variables utilized in making the projections.

4.5 All parties to this Agreement agree that any School Facilities Element that in the future is adopted as part of the Comprehensive Plan of any jurisdiction in the county will be the same or consistent with this Agreement as adopted by the County, the cities, and School Board.

Section 5. School Site Selection

5.1 When the need for a new school is identified in the district facilities work program, the School Board shall notify the County Administrator, the County Planning Director, a potentially affected city's city manager or city mayor, and the staff working group in writing that it is looking for a school site in a particular location. The School Board staff will provide a list of all potential sites to the School Planning Technical Advisory Committee.

The School Planning Technical Advisory Committee will meet to evaluate the need for the new school site and shall determine whether co-location opportunities are present. The School Planning Technical Advisory Committee will also perform an initial evaluation of all potential sites identified by the School Board.

5.2 The School Planning Technical Advisory Committee (SPTAC) shall meet and evaluate each of the proposed school sites. The SPTAC shall prepare an initial evaluation report for each potential school site,

addressing each site's locational criteria and impacts, as listed in 5.7 below, and shall submit initial evaluation reports to the School Board within 30 days of the receipt of the request from the School Board.

- 5.3 Through the SPTAC, Indian River County and appropriate cities shall advise the district School Board as to the consistency of any proposed new site with the applicable local comprehensive plan, including the appropriate process under which a district school board may request an amendment to the school siting policies of the applicable local comprehensive plan.
- 5.4 Following the receipt of initial evaluation reports from the School Planning Technical Advisory Committee, the School Board shall, within 60 days, narrow the sites down to three, and send the list of three sites to the SPTAC for a detailed impact evaluation.
- 5.5 The School Planning Technical Advisory Committee, shall complete an Impact Assessment Statement (IAS) and prepare a detailed Economic Analysis (EA) for each of the short-listed school sites. The IAS shall incorporate the required Florida Statute 1013.193 review regarding consistency of proposed school sites with the applicable local government comprehensive plan. The Economic Analysis shall, at a minimum, identify required on-site and off-site improvements, the costs associated with these improvements, and the entity responsible for the cost.
- 5.6 The School Planning Technical Advisory Committee (SPTAC) shall rank short listed sites and provide the IAS and EA reports and the ranking list to the school board. Using that information, the School Board shall make a final decision on site selection and may authorize acquisition of the selected site. The School Board shall notify the County and each affected City in writing when a site has been purchased.
- 5.7 The following criteria will be considered by the School Planning Technical Advisory Committee, the school board, and the local government(s) when evaluating a potential school site:
 - a. Potential to accommodate the projected additional student population by expanding or rebuilding existing schools instead of building a new school.
 - b. Consistency of the proposed site with any Court-ordered school desegregation mandate.
 - c. Extent to which the proposed site provides a logical focal point for community activities and serves as the cornerstone for innovative urban design standards, including opportunities for shared use and co-location of community facilities.
 - d. Extent to which an elementary or middle schools can be located internal to residential neighborhoods and discouraged from locating adjacent to major arterial roadways.
 - e. Extent to which an elementary school can be located within reasonable walking distance of dwelling units served by the schools.
 - f. Extent to which a high schools can be located on the periphery of residential neighborhoods, near thoroughfares so as to discourage traffic along residential streets in residential subdivisions.
 - g. Extent to which the proposed school site is compatible with present and projected uses of adjacent property and capable of accommodating buffers necessary to shield adjacent residences from school driveways, school drop-off and pick up areas, and school playgrounds.
 - h. Extent to which the proposed school site encourages community redevelopment and revitalization, provides efficient use of existing infrastructure, and discourages urban sprawl.
 - i. Extent to which the proposed site's acquisition and development cost is affected by the proposed location.
 - j. Extent to which the proposed school site provides safe access to residential neighborhoods by pedestrians and vehicles.

- k. Extent to which the proposed school is served by adequate public facilities and services to support the school, or the extent to which adequate public facilities and services will be available, concurrent with the impacts of the school
- l. Extent to which the proposed school site contains no significant environmental constraints that would preclude development of a public school on the site.
- m. Extent to which the proposed school will have no adverse impact on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as locally significant historic or archaeological resources
- n. Extent to which the proposed school will be located on well drained soils which are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- o. Extent to which the proposed school site is not in conflict with local government stormwater management plans or watershed management plans.
- p. Extent to which the proposed school site is not within a floodway as delineated in the affected comprehensive plan.
- q. Extent to which the proposed school site is large enough to accommodate the required parking, circulation, and queuing of vehicles onsite.
- r. Extent to which the proposed school site lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.
- s. Extent to which the proposed school can serve as an emergency shelter by being built according to the appropriate standards and requirements that make it an appropriate emergency shelter.
- t. Extent to which the proposed school, if it is to be located in the unincorporated county, can meet the requirements of the county's Land Development Regulations Section 971.14(4) (Appendix "D").

5.8 In conjunction with the school board approval for a new school site the school board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school, and will enter into a written Agreement as to the timing, location, and the party or parties responsible for constructing, operating, and maintaining the required improvements.

Section 6. School Facility Modification

- 6.1 The School Board shall notify the SPTAC, Indian River County, and appropriate cities of any proposed closure or renovation of existing schools.
- 6.2 The SPTAC shall review any proposed school closure or renovation involving building expansion or changes to major site improvements for consistency with the local comprehensive plan.
- 6.3 In conjunction with the expansion or renovation of an existing school, the School Board and affected local government will enter into a written Agreement as to timing, location, and parties responsible for constructing, operating, and maintaining required on-site and off-site improvements necessary to support each school.

Section 7. Comprehensive Plan Amendments, Re-zonings, and Development Approvals

- 7.1 The County and each of the Cities will appoint a School Board representative, designated and approved by the School Board, to serve as a nonvoting member on their local planning agency. The School Board representative will be provided with an agenda, and invited to attend meetings and/or provide comments to the County and City planning agencies.
- 7.2 As described in Section 4.4 of this Agreement, the County and the Cities, agree to give the School Board notification of hearings for residential Comprehensive Plan amendments, residential rezoning requests, and residential development proposals (excluding 55 years and older projects) pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice will be provided pursuant to local notice procedures. This notice requirement applies to amendments to comprehensive plans, re-zonings, developments of regional impact, and other major residential or mixed-use development projects.
- 7.3 The School Board shall appoint a representative to serve on, or provide comments to, the County's Technical Review Committee (TRC). The School Board Representative will receive information packets in the same manner as other Technical Review Committee members. In addition, the School Board representative will be invited to participate in the Cities' development review committees when development and redevelopment proposals are submitted which could have a significant impact on student enrollment or school facilities.
- 7.4 After notification by the local government, the School Board Development Review Committee representative, typically within ten (10) working days, will advise the local government of the school enrollment impacts anticipated to result from proposed Comprehensive Plan amendments, rezoning requests, and development proposals. There shall be a determination of whether sufficient permanent school capacity exists, or is planned, to accommodate the impacts, based on the Five-year District Facilities Work Program. School capacity will be reported consistent with Department of Education criteria.
- 7.5 If sufficient school capacity is not available or planned to serve a development at the time of impact based on the Department of Education definition of adequate permanent capacity, the School Board shall specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer shall collaborate to find means to ensure sufficient permanent capacity will exist to accommodate the development. These means may include: developer contributions, project phasing, and required facility improvements. School Concurrency is not the intent of this policy or this interlocal Agreement as a whole.
- 7.6 In reviewing and approving Comprehensive Plan amendments and development proposals, the county and cities will consider the following issues, as applicable
 - a. The compatibility of land uses adjacent to existing schools and reserved school sites.
 - b. The co-location of parks, recreation and community facilities in conjunction with school sites.
 - c. The linking of schools, parks, libraries, and other public facilities with bikeways, trails, and sidewalks.
 - d. The targeting of community development improvements in older and distressed neighborhoods near schools.
 - e. The development of traffic circulation plans to serve schools and the surrounding neighborhood, including any needed access improvements, sidewalks to schools, off-site signalization or safety-related signage.
 - f. The location of school bus stops and turnarounds in new developments.
 - g. The consideration of private sector action to identify and implement creative solutions to developing adequate school facilities in residential developments.

- b. The consideration of School Board comments on comprehensive plan amendments and other land-use decisions.
 - i. The availability of existing permanent school capacity or planned improvements to increase school capacity.
- 7.7 In formulating neighborhood plans and programs and reviewing large residential projects, the county and the cities will consider the following:
- a. Encouraging developers or property owners to provide incentives to the School Board for building schools in their neighborhoods. These incentives may include, but not be limited to, donation of site(s), reservation or sale of school sites at pre-development prices, construction of new school facilities or renovation to existing school facilities, and provision of transportation alternatives.
 - b. Scheduling county and city programs and capital improvements that are consistent with and meet the capital needs identified in the School Board's school facilities plan.
 - c. Providing school sites and facilities within planned neighborhoods.

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

- 8.1 At least one year prior to preparation of the Educational Plant Survey update (as defined in Chapter 1013, Florida Statutes), the staff working group established in subsection 1.1 of this Agreement will assist the School Board in an advisory capacity in the preparation of the update. The staff working group at one of its two annual meetings will evaluate and make recommendations regarding the location and need for new, or improvements to existing, educational facilities in terms of consistency with the local government comprehensive plan, and relevant portions of this Agreement.
- 8.2 As described in Section 4.2 of this Agreement the School Board by November 1st of each year will provide the proposed annual update of the five-year district facilities work program to each local government for review and comment. Each local government shall review the report for consistency with its local comprehensive plan. The School Board will provide adequate notification to local governments after placing the work program on the agenda. All affected local governments shall provide timely written comments to the School Board within 60 days following receipt of the proposed work program.
- 8.3 Capacity Reporting: The School Board's five-year work program will identify how each project meets capacity issues. This work program will provide for expansions and new school facilities based upon projected population and student growth within areas of the county. When funding for capital expansion is not available, the school board will identify alternative solutions within the work program (eg. year round or split session schools sites) when necessary to meet the public school demand.

Section 9. Co-location and Shared Use

- 9.1 Co-location and shared use of facilities are important to both the School Board and local governments. When preparing its Educational Plant Survey, the School Board will look for opportunities to co-locate and share use of school facilities and civic facilities. Likewise, co-location and shared use opportunities shall be considered by the local governments when updating their comprehensive plan's 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, co-location and shared use of school and governmental facilities for health care and social services will be considered where applicable.
- 9.2 For each instance of co-location and shared use, a separate Agreement, addressing legal liability, operating and maintenance costs, scheduling of use, facility supervision or any other issues that may arise from co-location, will be developed.

Section 10. Resolution of Disputes

- 10.1 If the parties to this Agreement fail to resolve any conflicts related to issues covered in this document, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapters 164 and 186, Florida Statutes.

Section 11. Oversight Process

- 11.1 The staff working group shall be responsible for preparing an annual assessment report on the effectiveness of this Agreement. The report will be made available to the public and presented at the Elected Officials Oversight Committee meeting.
- 11.2 The School Board, the County and each City shall appoint a citizen member to serve on an oversight committee to monitor implementation of the interlocal Agreement. Committee members shall be invited to attend all meetings referenced in Sections 2 and 5 and shall receive copies of all reports and documents produced pursuant to this interlocal Agreement. The committee shall appoint a chairperson, meet at least annually, and report to participating local governments, the School Board and the general public on the effectiveness with which the interlocal Agreement is being implemented.

Section 12. Amendment Process and Term of the Agreement

- 12.1 This Agreement may be amended by written consent of all parties to this Agreement. The Agreement will remain in effect in accordance with Florida Statutes. If the Florida statute as it pertains to school planning coordination is repealed, the Agreement may be terminated by written consent of all parties of this Agreement.

Section 13. Execution in Counterparts

- 13.1 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.

Section 14. Effective Date

- 14.1 Effective date of this Agreement will be January 1, 2004.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Indian River County, the Cities of Fellsmere, Sebastian, and Vero Beach, and the School Board of Indian River County on this 27th day of May, 2003.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

By *Steve Mohler*
Steve Mohler, Board Chairman

Margaret Cappelen
Witness as to all Signatories
Print Name MARGARET CAPPELEN

ATTEST *Roger Dearing*
Roger Dearing, Board Secretary

Lena J. Faust
Witness as to all Signatories
Print Name Lena J. Faust

(CORPORATE SEAL)

State of Florida, County of Indian River

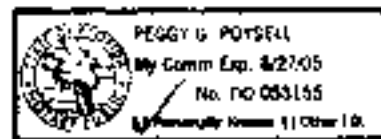
WITNESS my hand and official seal this 27th day of May A.D. 2003

Peggy G. Poyzell
Print Name Peggy G. Poyzell
My Commission Expires: 8/27/05

(AFFIX NOTARY SEAL)

Approved as to form and correctness:

Russell Peterson, School Board Attorney



DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, THIS 13th DAY OF May, 2003.

BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY

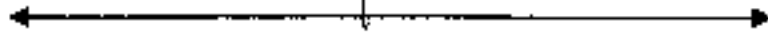
By: *Kenneth R. Macht*
Kenneth R. Macht, Chairman

ATTEST:

By: *Jeffrey K. Barton*, D.C.
Jeffrey K. Barton, Clerk

Approved as to form and correctness:

William G. Collins II
William G. Collins II, County Attorney



Duly Passed and Adopted by the City Council of Fellsmere, Florida, this Day of 5-1-03, 2003.

CITY OF FELLSMERE, FLORIDA

Robert Baker
Mayor Robert Baker

Attest: *Shirley C. King* (Seal)
City Clerk



Duly Passed and Adopted by the City Council of Sebastian, Florida, this Day of 7-9-, 2003.

CITY OF SEBASTIAN, FLORIDA

Walter Barnes
Mayor Walter Barnes

Attest: *Sally M. ...* (Seal)
City Clerk



Duly Passed and Adopted by the City Council of Vero Beach, Florida, this Day of 5-20, 2003.

CITY OF VERO BEACH, FLORIDA

Sandra Bowden
Mayor Sandra Bowden

Attest: *Johnny K. Wood* (Seal)
City Clerk



APPENDIX "A"

SCHOOL COORDINATION GROUPS/ACTIVITIES

COMMITTEES	SCHEDULED MEETINGS	PURPOSE
Staff Working Group Committee	Semi-annually (2 nd Friday in February and August of each year)	Set direction , formulate recommendations, discuss issues, establish school planning sectors
Elected Officials Oversight Committee (EOOC)	Every year (2 nd Friday in April of each year)	Set direction , discuss issues, reach understanding
School Planning Technical Advisory Committee (SPTAC)	As Needed	Evaluate each potential school site and prepare an initial evaluation report to be submitted to the SSC Prepare an Impact Assessment Statement (IAS) and Economic Analysis (EA) for each short listed school site
Citizen Oversight Committee (COC)	Annually	Evaluate and assess the effectiveness of the interlocal Agreement

APPENDIX "B"

SCHOOL COORDINATION DUE DATES

Due Date	Activity
2 nd Friday in February and August of each year	Working group meetings to set direction, formulate recommendations, and discuss issues
2 nd Friday in April of each year	IRC, cities, TCPRC and school board representative workshop to set general direction and discuss issues
November 1 of each year	School board submits its educational facilities report (five-year work program) to the county and cities
June 1 of each year	The county and cities provide site plan and building permit information regarding residential projects to school board

APPENDIX "C"

SCHOOL SITE SELECTION FLOW CHART

School Board identifies need for a new school and provides a list of potential sites to the SPTAC.

↓ Within 30 Days

School Planning Technical Advisory Committee (SPTAC) prepares initial evaluation report for each potential site, reviews sites for consistency with local comprehensive plans, submits reports to the School Board.

↓ Within 60 Days

The School Board narrows the sites down to three (3) sites and submits short list of sites to SPTAC.

↓

SPTAC prepares Impact Assessment Statement (IAS) and Economic Analysis (EA) for short listed sites. SPTAC rank short listed sites and provide IAS, EA, and ranking to the school board

↓

The School Board officially approves the site and authorizes acquisition of the site

APPENDIX 'D'
For Schools within the Unincorporated County
INDIAN RIVER COUNTY LDR SECTION 971.14(4)

Educational centers including schools, primary and secondary (not including business and vocational schools) (special exception).

- (a) *Districts requiring administrative permit approval (pursuant to the provisions of 971.04):* OCR, MED, CN, CL, CG.
- (b) *Districts requiring special exception (pursuant to the provisions of 971.05):* A-1 A-2 A-3 RFD RS-1 RS-2 RS-3 RS-6 RT-6 RM-3 RM-4 RM-6 RM-8 RM-10 ROSE-4 RMH-6 RMH-8 Con-1 Con-2 Con-3.
- (c) *Additional information requirements:*
 - 1. A site plan which denotes the location of all existing structures, parking facilities, and the proposed circulation plan, pursuant to the requirements of Chapter 914;
 - 2. A description of the anticipated service area and projected enrollment shall be provided;
 - 3. A copy of all requisite licenses from State of Florida.
- (d) *Criteria for educational facilities:*
 - 1. Sites for secondary schools shall be located near thoroughfares so as to discourage traffic along local residential streets in residential subdivisions. Elementary schools should be discouraged from locating adjacent to major arterial roadways;
 - 2. For the type of facility proposed, the minimum spatial requirements for the site shall be similar to standards utilized by the Indian River County school board and the State of Florida;
 - 3. No main or accessory building shall be located within one hundred (100) feet of any property line not adjacent to a street or roadway. No main or accessory building shall be located within fifty (50) feet of any property line abutting a local road right-of-way that serves a single-family area;
- 4. The applicant shall submit a description of anticipated service area and projected enrollment, by stages if appropriate, and relate the same to a development plan explaining:
 - a. Area to be developed by construction phase;
 - b. Adequacy of site to accommodate anticipated facilities.

enrollment, recreation area, off-street parking, and pedestrian and vehicular circulation on-site including loading, unloading and queuing of school bus traffic;

c. Safety features of the development plan;

5. No rooms within the school shall be regularly used for the housing of students when located in a single-family residential district;
6. The facilities shall have a Type "C" buffer in the A-1, A-2, A-3, RFD, RS-1, RS-2, RS-3 and RS-6 districts;
 - a. The board of county commissioners may waive or reduce the buffer requirements where the educational facility is located next to an existing cemetery, place of worship, child care facility, adult care facility, community center, or school. Consideration shall be given to security, noise, and visual impacts. Where a waiver or buffer reduction is granted, normal perimeter landscaping requirements shall apply, and alternative requirements (such as fencing) may be required.
7. The facilities shall have a Type "D" buffer in all other residential districts not listed in subsection 6 above.
 - a. The board of county commissioners may waive or reduce the buffer requirements where the educational facility is located next to an existing cemetery, place of worship, child care facility, adult care facility, community center, or school. Consideration shall be given to security, noise, and visual impacts. Where a waiver or buffer reduction is granted, normal perimeter landscaping requirements shall apply, and alternative requirements (such as fencing) may be required.

INDIAN RIVER COUNTY

Interlocal Agreement for Coordinated Planning and School Concurrency

DRAFT REVISIONS
February 2006

Indian River County
Indian River County School Board
City of Fellsmere
City of Sebastian
City of Vero Beach
Town of Indian River Shores



Effective Date:

October 1, 2006

prepared for:
Indian River County
Indian River County School District

prepared by:
 **Kimley-Horn
and Associates, Inc.**

Attachment 1

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INDIAN RIVER COUNTY INTERLOCAL AGREEMENT FOR COORDINATED PLANNING AND SCHOOL CONCURRENCY

This Interlocal Agreement (hereinafter referred to as “**Agreement**”) is entered into between the Indian River County Board of County Commissioners (hereinafter referred to as “**County**”), the City or Town Council of the Cities of Fellsmere, Sebastian, Vero Beach, and the Town of Indian River Shores (hereinafter referred to as “**Cities**”), and the School Board of Indian River County, Florida (hereinafter referred to as “**School Board**”). Not participating in this Agreement is the Town of Indian River Shores and the Town of Orchid. This jurisdiction is not participating in this Agreement because it qualifies for exemption pursuant to the provisions of Section 163.3177(12)(b), Florida Statutes.

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

WHEREAS, the Parties are authorized to enter into and update this Agreement pursuant to Section 163.01, Section 163.3177(6)(h)2 and Section 1013.33, F. S.; 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 establishes principles and guidelines to be used to coordinate the local governments adopted comprehensive plan with the plans of the School Board, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, per Sections 163.31777, 163.3180(13), and 1013.33 Florida Statutes, the County, Cities and School Board must update their Public School Interlocal Agreement; and

WHEREAS, Section 163.3180(13), Florida Statutes, requires the County, Cities and the School Board to adopt a School Concurrency program; and

WHEREAS, the County, Cities and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities’ planning programs. These benefits include: (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the School Board, Cities and County through the reduction of student travel times and the placement of schools to take advantage of existing and planned roads, water lines, sewer lines and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the Cities and County, (4) better location and design of schools so that they serve as community focal points, (5) improved location and design of schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) better location of new schools and expansion and rehabilitation of existing schools in order to reduce pressures contributing to urban sprawl; and

WHEREAS, the County, Cities and School Board have further 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 deficit of permanent student stations, and to provide capacity for projected new growth; and

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

WHEREAS, Section 163.3180(13)(g), Florida Statutes, requires that prior to establishing a School Concurrency program, the County, Cities and School Board adopt an Interlocal Agreement for School Concurrency to satisfy Sections 163.31777 and 163.3180 (13)(g), Florida Statutes; and

WHEREAS, the County and Cities, also known as the “Local Governments,” are entering into this Agreement in reliance on the School Board’s obligation to prepare, adopt and implement a financially feasible capital facilities program that will result in public schools operating at the adopted level of service consistent with the timing specified in the School District’s Five-Year Capital Facilities Plan, and the School Board’s further commitment to update and adopt the plan yearly to add enough capacity in the new fifth year to address projected growth and to adjust the plan in order to maintain the adopted level of service and to demonstrate that the utilization of school capacity is maximized to the greatest extent possible pursuant to Section 163.3180 (13)(d)2 and 1013.35, Florida Statutes; and

WHEREAS, the County and School Board had a “Memorandum of Understanding” for joint review of new school sites and joint review of school site plans from 1986, until it was superseded by an Interlocal Agreement in 2003; and

WHEREAS, the County, Cities and School Board have mutually agreed that coordination of school facility planning and comprehensive land use planning is in the best interests of the citizens and students of Indian River County; and

WHEREAS, the County has jurisdiction for land use and growth management decisions within its unincorporated boundaries and the Cities have similar jurisdiction within their boundaries; and

WHEREAS, the School Board has the responsibility to make the best use of public school facilities to ensure a free and adequate public education to the residents of Indian River County; and

WHEREAS, the County, Cities and School Board agree that they can better fulfill their respective responsibilities by working in close cooperation to ensure that adequate public school facilities are available for the residents of Indian River County; and

WHEREAS, the School Board, is entering into this Agreement in reliance on the obligation of the County and Cities to adopt amendments to their local comprehensive plans to impose School Concurrency as provided in Section 163.3180(13), Florida Statutes; and

NOW THEREFORE, be it mutually agreed that the County, the School Board and the Cities, (hereinafter referred to collectively as “Parties”) hereby enter into this Agreement, and that the following procedures and requirements will be followed and met to establish School Concurrency to coordinate land use and public school facilities planning:

Section 1 Definitions

Adjacent School Service Areas: School Service Areas which touch along one side of their outside boundary.

Attendance Boundary: The geographic area which identifies public school assignment.

Cities: All municipalities in Indian River County, except those that are exempt from the Public School Facilities Element, pursuant to Section 163.3177(12), F.S.

Class Size Reduction: 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: A plan that meets the requirements of F.S. [163.3177](#) and [163.3178](#).

Consistency: Compatible with and furthering the goals, objectives and policies of the Comprehensive Plan Elements and this Agreement.

Core Facilities: The media center, cafeteria, gymnasium, toilet facilities and circulation space of an educational facility.

Developer: Any person, including a governmental agency, undertaking any development.

Development Order: Any order granting, or granting with conditions, an application for a development permit.

Development Permit: Any amendment to the text of a Local Government's Land Development Code or Official Zoning Map (rezoning), conditional use, special use, planned development, site plan/final subdivision plan, subdivision, building permit, special exception, preliminary plat, plat or any other official action of a Local Government having the effect of permitting the development of land or the specific use of the land.

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

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 attendance, per Section 163.3177(12)(b), F.S.

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

Financial Feasibility: An assurance that 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.

Florida Inventory of School Houses (FISH): 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 (100% elementary, 90% middle and 95% high) of the total number of existing student stations and a designated size for each program. In Indian River County, permanent capacity does not include temporary classrooms unless they meet the standards for long-term use pursuant to Section 1013.20, Florida Statutes.

Level of Service (LOS) Standard (schools): A standard established to measure utilization within a School Service Area Boundary.

Local Governments: Indian River County and its Cities.

Maximized Utilization: The most efficient operation of a school within the adopted LOS standard, based on the 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.

Permanent Classroom: An area within a school that provides instructional space for the maximum number of students in core-curricula courses assigned to a teacher, based on the constitutional amendment for class size reduction and is not moveable (including classroom additions which have received covered walkways and technology upgrades).

Permanent Student Station: The floor area in a permanent classroom required to house a student in an instructional program.

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: A developer improvement or contribution identified in a binding and enforceable agreement between the Developer, the School Board and the local government with jurisdiction over the approval of the development order to provide compensation for the additional demand on deficient public school facilities created through 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 the total number of housing units.

Public Facilities: Major capital improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, education, parks and recreation facilities.

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

School Board: The governing body of the School District, a body corporate pursuant to Section 230.21, Florida Statutes.

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

School District Five-Year Capital Facilities Plan: The adopted Indian River County School District's Five-Year Work Plan and Capital Budget as authorized by Section 1013.35 Florida Statutes.

School Service Area Boundary (SSAB): A geographic area in which the level of service is measured when an application for residential development is reviewed for school concurrency purposes.

School Service Area Level of Service: The maximum acceptable percentage of school utilization within a School Service Area Boundary. Level of Service is determined by dividing the total number of students for all schools of each type (elementary, middle and high) in each School Service Area Boundary by the total number of permanent student stations for that type of school in each School Service Area Boundary.

Temporary Classroom: A movable classroom facility.

Tiered Level of Service: A graduated level of service over time, used to achieve an adequate and desirable level of service at the end of a specified period of time, as permitted by the Florida Statutes.

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

Utilization: The comparison of the total number of students enrolled to the total number of student stations (FISH) at a facility within a School Service Area Boundary.

Section 2 Committees

The following committees are hereby established.

- 2.1 A Staff Working Group Committee consisting of the Indian River County Community Development Director, the Indian River County Planning Director, the Planning or Community Development Director or City Manager of the Cities of Sebastian, Vero Beach, the Town of Indian River Shores, and the City of Fellsmere, the Indian River County School District's Assistant Superintendent for Planning and Operations, and the Indian River County School District's Director of Facilities Planning and Construction.
- 2.2 An Elected Officials Oversight Committee (EOOC) consisting of the County Commission Chairman, the mayors of Vero Beach, Sebastian, Indian River Shores and Fellsmere, the Regional Planning Council Chairman, the School Board Chairman, or designated representatives.
- 2.3 A School Planning Technical Advisory Committee (SPTAC) consisting of representatives from the following agencies:
 - (a) Planning Director from the Indian River County Planning Division and, if applicable, any affected Cities' City Planning or Community Development Director, City Manager or designated staff person;
 - (b) County Engineer from the Indian River County Engineering Division and, if applicable, any affected Cities' City Engineer;
 - (c) County Traffic Engineer from the Indian River County Traffic Engineering Division and, if applicable, any affected Cities' Traffic Engineer or Public Works director;
 - (d) MPO Director from the Indian River County Metropolitan Planning Organization (MPO);
 - (e) Assistant Superintendent for Planning and Operations from the Indian River County School District;
 - (f) Director of Facilities Planning and Construction from the Indian River County School District;
 - (g) Director from affected water and sewer utility providers;
 - (h) Director of the Indian River County Parks and Recreation Department and, if applicable, any affected Cities' Park and Recreation Director; and
 - (i) County Sheriff and, if applicable, any affected City's Police Chief.

- 2.4 A citizen oversight committee consisting of six (6) citizens appointed by the School Board, the County, the Town of Indian River Shores, and Cities of Fellsmere, Sebastian and Vero Beach. Each jurisdiction or entity shall appoint one member.

Section 3 Joint Meetings

- 3.1 The School Planning Technical Advisory Committee (SPTAC) shall, at a minimum, meet semi-annually (2nd Friday in September and March of each year at the School Board Administration Building, unless re-scheduled by agreement) to set direction and formulate recommendations and discuss issues regarding the school concurrency process, including such issues as school capacity and level of service, population and student projections, school facilities planning and school service area boundaries. The SPTAC shall review site selection proposals, and site plans for new schools and major renovations. The SPTAC will also be responsible for preparing an annual assessment report on the effectiveness of the School Concurrency System. The School District Director of Facilities Planning and Construction will be responsible for making meeting arrangements and providing notification.
- 3.2 The Staff Working Group shall, at a minimum, meet semi-annually (2nd Friday in February and August of each year at the County Administration Building, unless re-scheduled by agreement) to set direction, formulate recommendations, and discuss issues regarding coordination of land use and school facility planning, including such issues as development trends, school needs, co-location and joint use opportunities, and on-site or off-site infrastructure improvements (e.g. roads, sidewalks and bikeways) needed to support schools and ensure safe student access. The County Planning Director will be responsible for making meeting arrangements and providing notification.
- 3.3 The Elected Officials Oversight Committee shall, at a minimum, meet every year (3rd Friday in August of each year, at the County Administration Building, unless re-scheduled by agreement) in joint workshop sessions. The joint sessions will be opportunities for representatives of the County Commission, the City Councils, and the School Board to set direction, discuss issues, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The County Planning Director will be responsible for making meeting arrangements and providing notification.
- 3.4 The Citizens Oversight Committee shall, at a minimum, meet annually (September of each year) to evaluate and provide input on public school planning issues and activities. The County Planning Director will be responsible for making meeting arrangements and providing notification.
- 3.5 The meetings discussed in 3.1 through 3.4 of this Agreement shall ensure that this Interlocal Agreement is implemented in a timely and efficient manner.

Section 4 Student Enrollment Projections

- 4.1 The School District shall use the Department of Education (DOE) countywide student enrollment projections or the COHORT Projection Waiver as the alternate student enrollment measurement accepted by the DOE. The School Board may request that the DOE projections be adjusted to reflect the development trends and enrollment as measured by the Waiver. The Waiver must be approved by the State Commissioner of Education. The School Board will inform the County and Cities of any such request and action taken by DOE on any such request.

- 4.2 The SPTAC₂ at its first meeting each year₂ will review the School Board's staff allocation of projected student enrollment into School Service Areas.
- 4.3 The school enrollment projections and their allocation to School Service Areas will be included in the educational facilities report provided to the County and Cities each year as specified in subsection 5.1 of this Agreement.

Section 5 Coordinating and Sharing of Information

5.1 The School Board shall coordinate and share information with the County and Cities as follows:

(a) Five-Year District Facilities Work Program: By September 1st of each year, the School Board shall submit to the County and each City its draft five-year facilities work program. The program will contain:

1. Projected five year school enrollment;
2. Existing school sites and educational facilities, their enrollments, existing capacities and their designed capacities upon expansion;
3. The number of portables in use at each school; and
4. Projected needs for expansions, major renovations and new facilities.

The report will also contain the School District's Capital Facilities Plan, including planned facilities with funding over the next 3-5 years.

(b) When considering a significant renovation or a closure of a school facility, the School Board shall notify the appropriate City in which the school is located or the County Planning Division prior to any significant renovation or closure activities. Significant renovations encompass projects that increase or decrease a school's capacity by 10% or more, or increase a school's total building square footage by 10% or more.

5.2 The County and Cities shall coordinate and share information with the School Board as follows:

(a) Project Review and Comments: Within 15 days of the submittal of any pre-application or formal application for a new housing development project, or group of projects in the same area, the County or City in which the project is located shall notify the School Board's Director of Facilities Planning and Construction of the submittal and shall inform him/her of the location where the subdivision plan or site plan can be reviewed. To implement an effective school concurrency system, the Parties agree that the School District must be afforded the opportunity to review and provide timely findings and recommendations to the County and the Cities on proposed amendments to their respective Comprehensive Plans. Further, the School District shall have the opportunity to review and provide recommendations on all applications for development orders which will have an impact on school capacity and the School District's Five-Year Capital Facilities Plan. To ensure that the School District is provided timely notice of all residential development projects proposed in the unincorporated County, the County will continue to send agendas for pre-application conference meetings, Technical Review Committee (TRC) meetings, Planning and Zoning Commission (Local Planning Agency) meetings, and Board of County Commissioners meetings to School Board representatives. Additional supporting documents shall be provided by County planning staff to the School Board upon request.

(b) Population Projections: By January 31st of each year, County staff shall provide School District staff with population projections by TAZ (traffic analysis zones). These projections shall be considered by the Staff Working Group at its first meeting of each year, to discuss and agree on population projections.

5.3 All parties to this Agreement agree that the Public School Facilities Element that is adopted as part of the Comprehensive Plan of any jurisdiction in the County will be the same or consistent with this Agreement as adopted by the County, the Cities and School Board.

Section 6 School Site Selection and Site Plan Approval for New Schools

6.1 When the need for a new school is identified in the School District Facilities Work Program, or by School District staff in coordination with County or City staff, the School Board shall notify the County Administrator, the County Planning Director, a potentially affected City's City Manager or City Mayor, and the Staff Working Group in writing that it is looking for a school site in a particular location. The School Planning and Technical Advisory Committee (SPTAC) shall evaluate the potential school sites under the criteria of section 6.5 below and rank the sites. Alternatively, School District Staff may select a single site for evaluation if the staff of the affected jurisdiction (County or City) has determined that the site is consistent with the comprehensive plan and land development regulations, and is justified under the criteria of section 6.5 below.

6.2 On or before the date that an option contract has been executed for purchase of a new school site, School District staff shall notify the County Planning Director and, if applicable, City Planning or Community Development Director, City Manager, or designated City staff person of the potential site purchase. Upon receiving such notice, the County Planning Director shall schedule a SPTAC meeting to be held within 14 days. The SPTAC shall meet and evaluate the proposed school site(s) under the criteria of 6.5 below. The SPTAC shall submit prepare a report and recommendation on site selection to the School Board within 3 days of the SPTAC meeting.

6.3 Through the SPTAC, Indian River County and appropriate Cities shall advise the School Board as to the consistency of any proposed new site with the applicable local comprehensive plan, including the appropriate process under which the School Board may request an amendment to the school siting policies of the applicable local comprehensive plan.

6.4 The SPTAC shall complete an Impact Assessment Statement (IAS) and prepare an Economic Analysis (EA) for any proposed school site. The IAS shall incorporate the required Florida Statute 1013.33 review regarding consistency of proposed school sites with the applicable local government comprehensive plan. Where a site plan has been prepared for development of a proposed site, the EA shall, at a minimum, identify potential on-site and off-site improvements for the type of facility proposed, the estimated costs associated with these improvements if such estimates are available, and the entity responsible for the cost. Identification of specific required improvements and responsibilities for providing, operating, and maintaining improvements shall be addressed at the time of site plan review, as specified in section 6.6 below.

6.5 The following criteria will be considered by the SPTAC, the School Board and the local government(s) when evaluating a potential school site:

(a) Potential to accommodate the projected additional student population by expanding or rebuilding existing schools instead of building a new school.

(b) Consistency of the proposed site with any Court-ordered school desegregation mandate.

- (c) Extent to which the proposed site provides a logical focal point for community activities and serves as the cornerstone for innovative urban design standards, including opportunities for shared use and co-location of community facilities
- (d) Extent to which an elementary or middle schools can be located internal to residential neighborhoods and discouraged from locating adjacent to major arterial roadways.
- (e) Extent to which an elementary school can be located within reasonable walking distance of dwelling units served by the schools.
- (f) Extent to which a high schools can be located on the periphery of residential neighborhoods, near thoroughfares so as to discourage traffic along residential streets in residential subdivisions.
- (g) Extent to which the proposed school site is compatible with present and projected uses of adjacent property and capable of accommodating buffers necessary to shield adjacent residences from school driveways, school drop-off and pick-up areas and school playgrounds.
- (h) Extent to which the proposed school site encourages community redevelopment and revitalization, provides efficient use of existing infrastructure, and discourages urban sprawl.
- (i) Extent to which the proposed site's acquisition and development cost is affected by the proposed location.
- (j) Extent to which the proposed school site provides safe access to residential neighborhoods by pedestrians and vehicles.
- (k) Extent to which the proposed school is served by adequate public facilities and services to support the school, or the extent to which adequate public facilities and services will be available, concurrent with the impacts of the school.
- (l) Extent to which the proposed school site contains no significant environmental constraints that would preclude development of a public school on the site.
- (m) Extent to which the proposed school will have no adverse impact on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as locally significant historic or archaeological resources.
- (n) Extent to which the proposed school will be located on well drained soils which are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- (o) Extent to which the proposed school site is not in conflict with local government stormwater management plans or watershed management plans.
- (p) Extent to which the proposed school site is not within a floodway as delineated in the affected comprehensive plan.
- (q) Extent to which the proposed school site is large enough to accommodate the required parking, circulation, and queuing of vehicles onsite.

(r) Extent to which the proposed school site lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

(s) Extent to which the proposed school can serve as an emergency shelter by being built according to the appropriate standards and requirements that make it an appropriate emergency shelter.

(t) Extent to which the proposed school, if it is to be located in the unincorporated County, can meet the requirements of the County's Land Development Regulations Section 971.14(4) (Appendix "D").

6.6 In conjunction with the School Board's approval of a new school site, the School Board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school. The School Board shall submit a site plan of the new school for review and approval by the SPTAC. Prior to the SPTAC review, the affected jurisdiction may coordinate with School District staff and perform its own technical review of the site plan. The SPTAC shall notify the School District in writing of its action, including approval conditions. Approval conditions shall cover the timing and responsibility for construction, operation and maintenance of required on-site and off-site improvements.

Section 7 School Facility Modification Closures and Major Additions and Renovations

7.1 The School Board shall notify the SPTAC, Indian River County, and appropriate Cities of any proposed closure, major addition to (expansion of 10% or more) or major renovation of existing schools. Major renovations shall include projects that change traffic circulation, reduce building setbacks or buffers, or increase existing building heights by 10% or more.

7.2 The SPTAC shall review any proposed school closure, major addition or major renovation for consistency with the local comprehensive plan, and local government land development regulations relating to:

(a) Building setbacks

(b) Building orientation and articulation

(c) Building height

(d) Buffers

(e) Signs

(f) Vehicle and pedestrian circulation and infrastructure

- 7.3 The School Board shall submit a site plan of the major addition or renovation for review and approval by the SPTAC. Prior to the SPTAC review, the affected jurisdiction may coordinate with School District staff and perform its own technical review of the site plan. The SPTAC shall notify the School District in writing of its action, including approval conditions. Approval conditions shall cover the timing and responsibility for construction, operation, and maintenance of required on-site and off-site improvements.

Section 8 Comprehensive Plan Amendments, Rezonings, and Development Approvals

- 8.1 The County and each of the Cities will appoint a School Board representative, designated and approved by the School Board, to serve as a nonvoting member on their local planning agency. The School Board representative will be provided with an agenda and back-up materials for the meeting, and invited to attend meetings and/or provide comments to the County and City planning agencies.
- 8.2 As described in Section 5.2 of this Agreement, the County and the Cities agree to give the School Board written notification of meetings and hearings for residential Comprehensive Plan amendments, residential rezoning requests, and residential development proposals pending before them that may affect student enrollment, enrollment projections, or school facilities. This notice requirement applies to amendments to comprehensive plans, re-zonings, developments of regional impact, and other major residential or mixed-use development projects, and may be provided to School District staff.
- 8.3 The School Board shall appoint a representative to serve on, or provide comments to, the County's Technical Review Committee (TRC). The School Board Representative will receive notice in the same manner as other Technical Review Committee members. In addition, the School Board representative will be invited to participate in the Cities' development review committees when development and redevelopment proposals are submitted which could have a significant impact on student enrollment or school facilities.
- 8.4 In reviewing and approving Comprehensive Plan amendments and development proposals, the County and Cities will consider the following issues, as applicable:
- (a) The compatibility of land uses adjacent to existing schools and reserved school sites.
 - (b) The co-location of parks, recreation and community facilities in conjunction with school sites.
 - (c) The linking of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks.
 - (d) The targeting of community development improvements in older and distressed neighborhoods near schools.
 - (e) The development of traffic circulation plans to serve schools and the surrounding neighborhood, including any needed access improvements, sidewalks to schools, off-site signalization or safety-related signage.
 - (f) The location of school bus stops and turnarounds in new developments.
 - (g) The consideration of private sector action to identify and implement creative solutions to developing adequate school facilities in residential developments.

(h) The consideration of School District comments on comprehensive plan amendments and other land-use decisions.

(i) The availability of existing permanent school capacity or planned improvements to increase school capacity, in accordance with applicable school concurrency policies and requirements.

8.5 In formulating neighborhood plans and programs and reviewing large residential projects, the County and the Cities will consider the following:

(a) Encouraging developers or property owners to provide incentives to the School District for building schools in their neighborhoods. These incentives may include, but not be limited to, donation and preparation of site(s), acceptance of stormwater run-off from future school facilities into development project stormwater management systems, reservation or sale of school sites at pre-development prices, construction of new school facilities or renovation to existing school facilities and provision of transportation alternatives.

(b) Scheduling County and City programs and capital improvements that are consistent with and meet the capital needs identified in the School District's school facilities plan.

(c) Providing school sites and facilities within existing and planned neighborhoods.

Section 9 Educational Plant Survey and Five -Year District Facilities Work Program

9.1 At least one year prior to preparation of the Educational Plant Survey update (as defined in Chapter 1013, Florida Statutes), 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 the update to the Educational Plant Survey. The Staff Working Group at one of its two annual meetings will evaluate and make recommendations regarding the location and need for new, or improvements to existing, educational facilities in terms of consistency with the local government comprehensive plan and relevant portions of this Agreement.

9.2 As described in Section 5.1 of this Agreement, the School Board by September 1st of each year will provide the draft annual update of the Five-Year District Facilities Work Program to each local government for review and comment. Each local government shall review the report for consistency with its local comprehensive plan. The School Board will provide adequate notification to local governments after placing the work program on the agenda. All affected local governments shall provide timely written comments to the School Board within 60 days following receipt of the proposed work program.

9.3 Capacity Reporting: The School District's Five-Year Work Program will identify how each project meets capacity issues. This work program will provide for expansions and new school facilities based upon projected population and student growth within areas of the County. When funding for capital expansion is not available, the School Board will identify alternative solutions within the work program (e.g., year-round or split session schools sites) when necessary to meet the public school demand.

Section 10 Co-location and Shared Use

10.1 Co-location and shared use of facilities are important to both the School District and local governments. When preparing its Educational Plant Survey, the School District will look for opportunities to co-locate and share use of school facilities and civic facilities. Likewise, co-location and shared use opportunities shall be considered by each local government when updating its comprehensive plan's 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, co-location and shared use of school and governmental facilities for health care and social services will be considered where applicable.

- 10.2 For each instance of co-location and shared use, the School Board and Local Government shall enter into a separate Agreement addressing legal liability, operating and maintenance costs, scheduling of use, facility supervision and any other issues that may arise from co-location.

Section 11 School Concurrency

11.1 Overview of School Concurrency

(a) This Agreement establishes a public school concurrency system consistent with the requirements of Sections 163.3177 and 163.3180, Florida Statutes.

(b) The Parties agree that the timely delivery of adequate public school facilities at the adopted level of service requires close coordination among the Parties at the level of land use planning, development approval, and school facility planning. Further, the Parties agree that new school facilities should be planned for and provided in proximity to those areas planned for residential development or redevelopment. Further, the School District shall review and provide a determination on all applications for development orders which will have an impact on school capacity and the School District's Five-Year Capital Facilities Plan.

(c) The Parties agree that residential Development Orders for preliminary plat approval, site plan approval or the functional equivalent issued by the County and by each City may be issued if school capacity is available in public school facilities at the level of service specified in this Agreement prior to or concurrent with the impact of such development. A determination of whether school capacity is available to serve residential development shall be made by the School District, consistent with the adopted level of service standard. This determination shall be based upon the criteria established in the Public School Facilities Element adopted into the County's and Cities' comprehensive plans, and implemented by each local government party.

11.2 Required Concurrency Elements

(a) Comprehensive Plan Amendments – The County and the Cities agree to adopt the following comprehensive plan amendments no later than March 1, 2008:

1. A Public School Facilities Element (PSFE) consistent with the requirements of Section 163.3180 Florida Statutes and this Agreement.
2. An amended the Intergovernmental Coordination Element as required by Section 163.3177(6)(h)1 and 2., Florida Statutes and this Agreement.
3. An amended Capital Improvement Element that includes “The School Board of Indian River County Capital Improvement Schedule.” The CIE schedule shall be updated consistent with the updated and adopted School District's Five-Year Capital Facilities Plan. The amended schedule shall be included in the next comprehensive plan amendment round, but no later than December 31st, following the annual adoption of the Five-Year Capital Facilities Plan by the

School Board. This will ensure that the CIE uniformly sets forth a financially feasible public school capital facilities plan, consistent with the adopted Level of Service Standards for public schools.

4. Each jurisdiction's amendments shall be consistent with those adopted by the other jurisdictions, as required by Section 163.3180, Florida Statutes.

11.3 Specific Responsibilities of the Parties

(a) When the comprehensive plan amendments adopted in accordance with this Agreement become effective, the County and Cities shall undertake the following activities:

1. Adopt required school concurrency provisions into their Land Development Regulations (LDR) consistent with the timeframe established by law, the requirements of this Agreement, and the County and Cities' comprehensive plans, unless electing to be bound by the provisions established by the County.

2. Withhold issuance of any site specific development orders for new residential units not exempted under section 14.4 of this agreement until the School District has reported that there is school capacity available to serve the development being approved consistent with the requirements of this Agreement.

3. Share information with the School District regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and amendments to future land use plan elements consistent with the requirements of this Agreement.

4. Maintain data for approved new residential development. The data shall be provided to the School District on a quarterly basis and include, at a minimum, the following:

- a. Development name and location
- b. Total number of dwelling units by unit type (single-family, multi-family, etc.)
- c. Impact fee calculation

5. Transmit site plans, preliminary plats and final plats for approved new residential development, upon request by the School District, for its review and comment.

(b) By entering into this Agreement, the School District agrees to undertake the following activities:

1. Annually prepare and update a financially feasible Five-Year Capital Facilities Plan containing enough capacity each year to meet the anticipated demand for student stations identified by the population projections so that no schools exceed the adopted level of service.

2. Institute program and/or school attendance boundary adjustments as necessary to maximize the utilization of capacity in order to ensure that all schools of each type (elementary, middle, high) in each School Service Area and each individual school operate at the adopted level of service, consistent with the requirements of this Agreement.

3. Construct the capacity enhancing and modernization projects necessary to maintain the adopted level of service specified in the School District Five-Year Capital Facilities Plan.

4. Provide the County and Cities with the required data and analysis updated annually to support the comprehensive plan elements and any amendments relating to school concurrency.
5. Adopt a ten and twenty year work program consistent with the requirements of this Agreement.
6. Review proposed new residential developments for compliance with concurrency standards, consistent with the requirements of this Agreement.
7. Review proportionate share mitigation options for new residential development consistent with the requirements of this Agreement.
8. Prepare annual reports on enrollment and capacity, consistent with the requirements of this Agreement.
9. Provide necessary staff and material support for meetings of the SPTAC as required by this Agreement.
10. Provide information to the County and Cities regarding enrollment projections, school siting, and infrastructure required to support public school facilities consistent with the requirements of this Agreement.

Section 12 School District Capital Improvement Plans

12.1 School District's Five-Year Capital Facilities Plan

- (a) On or before September 30th of each year, the School Board shall update and adopt the School District's Five-Year Capital Facilities Plan for public schools in Indian River County.
- (b) The School District's Five-Year Capital Facilities Plan and each annual update shall specify all new construction, remodeling or renovation projects which will add permanent capacity or modernize existing facilities.
- (c) The School District's Five-Year Capital Facilities Plan and each annual update shall be a financially feasible program of school construction for a five (5) year period. The Plan shall include school construction projects which, when completed, will add sufficient capacity to achieve and maintain the adopted LOS for all schools based on projected increases in enrollment; provide for required modernization; and satisfy the School District's constitutional obligation to provide a uniform system of free public schools on a County-wide basis.
- (d) The School District's Five-Year Capital Facilities Plan and each annual update shall include a description of each school project, a listing of funds to be spent in each fiscal year for the planning, preparation, land acquisition, 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 schools included in the School District's Five-Year Capital Facilities Plan.
- (e) The School District's Five-Year Capital Facilities Plan and each annual update shall ensure that the utilization of existing schools has been maximized and that proposed projects add the necessary capacity to maintain the adopted Level of Service.

(f) The School District's Five-Year Capital Facilities Plan and each annual update shall identify the projected enrollment, capacity and utilization percentage of all schools. The School District shall annually update the School Service Area Boundary Tables and "School District of Indian River County Five-Year Capital Improvements Schedule" when updating the School District's Five-Year Capital Facilities Plan.

12.2 Ten and Twenty Year Work Program

(a) In addition to the adopted School District's Five-Year Capital Facilities Plan, the School District shall annually adopt a 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. Upon completion, the 10 and 20 Year Work Program will be transmitted to the local governments.

12.3 Transmittal

(a) The School District shall transmit for review copies of the proposed School District Five-Year Capital Facilities Plan, including the Five-Year Capital Improvements Schedule, which demonstrates the financial feasibility of the Plan. Transmittal to the SPTAC, the Cities and County shall occur on or before September 1st of each year commencing after the effective date of this Agreement.

12.4 Final Adoption

(a) Unless the adoption is delayed by mediation or a lawful challenge, the School Board shall adopt the School District's Five-Year Capital Facilities Plan no later than September 30th, and shall become effective October 1st of each year.

12.5 Amendments to the School District's Five-Year Capital Facilities Plan

(a) The School Board shall not amend the School District's Five-Year Capital Facilities Plan so as to modify, delay or delete any project in the first three (3) years of the Program unless the School District, with the concurrence of a majority vote by its Board members, provides written confirmation that:

1. The modification, delay or deletion of the 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 the 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 LOS to be exceeded in the School Service Area 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 LOS to be exceeded in the School Service Area from which the originally planned project is modified, delayed or deleted.

Section 13 Comprehensive Plan Elements

13.1 Development, Adoption and Amendment of the Capital Improvements Element

(a) An annual update or any amendment to the School District's Five-Year Capital Facilities Plan, once adopted by the School Board, shall be transmitted to the County and the Cities. The County and the Cities shall adopt "The School District of Indian River County Five-Year Capital Improvement Schedule" from the School District's Five-Year Capital Facilities Plan into the Capital Improvements Element of their Comprehensive Plans no later than December 31st of each year.

(b) Corrections or modifications to the School District's Five-Year Capital Improvements Schedule adopted by the County and Cities which are consistent with the School District's Five-Year Capital Facilities Plan concerning costs, revenue sources, or acceptance of facilities pursuant to dedications, may be accomplished by ordinance, and shall not be deemed amendments to the comprehensive plan.

(c) The County and the Cities, by adopting "The School District of Indian River County Five Year Capital Improvement Schedule" in the Capital Improvements Element of the Local Government's Comprehensive Plan, shall have neither obligation nor responsibility for funding the School District Five-Year Capital Facilities Plan.

13.2 Development, Adoption and Amendment of the Public School Facilities Element (PSFE)

(a) The County and the Cities shall adopt a Public School Facilities Element which is consistent with those adopted by the other local governments within the County. The Public School Facilities Element must also be consistent with this Agreement, Chapter 163.3177(12), F.S., and Rule 9J-5.025, F.A.C. The County and the Cities shall notify the SPTAC when this element is adopted and when the element becomes effective.

(b) In the event that it becomes necessary to amend the PSFE, the local government wishing to initiate an amendment shall request review through the SPTAC prior to transmitting the amendment to the Department of Community Affairs pursuant to Section 163.3184, Florida Statutes. The SPTAC shall be responsible for distributing the amendment to all Parties to this Agreement for review and comment.

1. To achieve required consistency, all local governments shall adopt the amendment in accordance with the statutory procedures for amending comprehensive plans.

2. If any local government objects to the amendment and the dispute cannot be resolved between or among the Parties, the dispute shall be resolved in accordance with the provisions set forth in Section 18 of this Agreement. In such a case, the Parties agree not to adopt the amendment until the dispute has been resolved.

3. Any local issues not specifically required by Statute or Rule may be included or modified in the Local Government Public School Facilities Element by following the normal Comprehensive Plan amendment process.

13.3 Intergovernmental Coordination Element

(a) The process for the development, adoption, and amendment of the Intergovernmental Coordination Element shall be that set forth in Section 163.3184, Florida Statutes.

Section 14 School Concurrency Program

14.1 Commencement of School Concurrency

- (a) The School Concurrency Program described in this Agreement shall commence on July 1, 2008.

14.2 School Service Area Boundaries (SSAB)

(a) The Parties hereby agree that School Concurrency shall be measured and applied using School Service Area Boundaries (SSAB) which shall coincide with the school attendance zones as adopted by the School Board. The SSAB are defined in Appendix "E" of this Agreement and shall be adopted in the Public School Facilities Element.

(b) The County and Cities shall adopt the School Service Areas Boundaries and the standards for modifications as defined herein into the Public School Facilities Element of their Comprehensive Plans.

1. The School District and local governments shall apply school concurrency on a less than district-wide basis, using school attendance zones (school boundaries) as the School Service Area Boundary. Use of this method will create a separate school service area boundary map for each elementary, middle and high school. Each school attendance zone will become its own School Service Area (SSA).

2. As future boundary changes are required for schools programmed in the Indian River School District Five-Year Capital Facilities Plan, school boundaries shall be modified to the greatest extent possible to provide School Service Area Boundary alignment with traffic analysis zones.

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

1. The adopted level of service standards will be achieved and maintained for each year 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 School Service Area Boundaries:

1. At such time as the School District determines that the change is appropriate considering the above standards, the School District shall transmit the proposed School Service Area Boundaries and data and analysis to support the changes to the Cities, to the County and to the SPTAC.

2. The County, Cities and the SPTAC shall review the proposed boundary changes and send their comments to the School District within forty five (45) days of receipt.

3. In the event that there is no objection, the Local Governments shall amend their comprehensive plans to reflect the changes to a School Service Area Boundary in their next amendment round.

4. The change to a School Service Area Boundary shall become effective upon final approval of the new school boundaries by the School Board.

14.3 Level of Service (LOS)

(a) To ensure the capacity of schools is sufficient to support student growth at the adopted level of service for each year of the five year planning period and through the long term planning period for each School Service Area, the Parties hereby establish a tiered Level of Service, as provided in Appendix "F" of this Agreement. Upon termination of the tiered LOS by school year 2013-2014, the LOS standard of 100% of the FISH capacity will be in effect.

(b) The School District shall use a tiered Level of Service to provide an opportunity to eliminate any deficits in capacity while maintaining a financially feasible five-year capital plan. During the time that the Tiered Level of Service is in effect, the School District shall initiate necessary program and/or boundary adjustments to prevent the tiered LOS from being exceeded.

1. The Tiered Level of Service Tables, provided as Appendix "F" of this Agreement, shall be incorporated in the Public School Facilities Element. The tiered LOS and the timeframe necessary to achieve a LOS of 100% are based on the financially feasible Five-Year Capital Improvement Plan as adopted by the School District.

14.4 Exemptions

(a) The following residential uses shall be considered exempt from the requirements of school concurrency:

1. All single family lots of record at the time the School Concurrency implementing ordinance becomes effective.

2. Any new residential development that has a preliminary plat or site plan approval or the functional equivalent for a site specific development order prior to the commencement date of the School Concurrency Program.

3. Any amendment to any previously approved residential development, which does not increase the number of dwelling units or change the type of dwelling units (single-family to multi-family, etc.).

4. Any Age restricted community with no permanent residents under the age of eighteen (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.

(b) Upon request by a developer submitting an 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 requirements of school concurrency.

14.5 School Concurrency Regulations

(a) By July 1, 2008, each Local Government shall adopt school concurrency provisions into its Land Development Regulations (LDR) consistent with the requirements of this Agreement.

(b) The County and the Cities shall amend their Land Development Regulations (LDR) to adopt school concurrency provisions which provide procedures for review of development orders.

1. In the event that any participating City does not adopt LDRs by July 1, 2008 consistent with this Agreement, 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 ordinance through implementing its own ordinance.

Section 15 School Concurrency Process

15.1 Review Process

(a) Indian River County, the Cities and the School Board shall ensure that the minimum Level of Service Standard established for each school type is maintained. No new residential preliminary plat, site plan or functional equivalent may be approved by the County or Cities until a School Capacity Availability Determination Letter granting approval has been issued, unless the preliminary plat, site plan, or the functional equivalent is exempt from these requirements as provided in Section 14.4 of this Agreement.

(b) Any developer submitting an application with a residential component that requires permits from Indian River County or the Cities must prepare and submit a School Impact Analysis for review by the School District. The School Impact Analysis must indicate the location of the development, number of dwelling units and unit types (single-family, multi-family, apartments, etc.), and age restrictions for occupancy, if any. The School District shall review the information and verify that sufficient student stations for each type of school are available or not available to support the development. The School District review process shall be as follows:

1. The School District shall review the School Impact Analysis for residential developments which have been submitted and deemed sufficient for processing by local government.

2. The School District shall review each Analysis in the order in which it is received and shall issue a determination of capacity to the applicant and the affected local government within fifteen (15) working days of receipt of the application.

3. The School District may charge the applicant a non-refundable application fee payable to the School District to meet the cost of review.

(c) In the event there is not sufficient capacity available in the SSAB or in an adjacent SSAB to support the development, the School Board shall entertain proportionate share mitigation pursuant to Section 15.7.(f) of this Agreement or other options and, if the proposed mitigation is accepted, enter into an enforceable and binding agreement with the affected local government and the developer pursuant to Section 15.7 of this Agreement.

(d) The local government shall not approve non-exempt residential development until the School District has verified that there is sufficient capacity in the school system to accommodate the proposed

development. This shall not limit the authority of a local government to deny a development permit or its functional equivalent, pursuant to its home rule regulatory powers.

(e) The local government shall be responsible for notifying the School District when an approved residential development has paid impact fees and when the development order for the residential development expires.

15.2 Student Generation Calculation

(a) To determine a proposed development's projected students, the proposed development's projected number and type of residential units shall be converted into projected students for all schools of each type within the specific School Service Area Boundary using the School District Student Generation Multiplier, as established in Appendix "G."

15.3 Utilization Determination

(a) The School District shall create and maintain a Development Review Table (DRT) for each School Service Area, and will use the DRT to compare the projected students from proposed residential developments to the School Service Area's available capacity over the current five-year capital planning period. Student enrollment projections shall be based on the most recently adopted five year capital plan, and the DRT shall be updated to reflect these projections. Available capacity shall be derived using the following formula:

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

Where

¹ School Capacity = FISH Capacity (As programmed in the 1st three years of the School District's Five Year Capital Facilities Plan.)

² Enrollment = Student enrollment as counted at the fall FTE.

³ Vested = Students generated from residential developments approved after the implementation of school concurrency.

(b) At the Fall FTE, the vested number of students on the Development Review Table will be reduced by the number of students represented by the number of residential units receiving certificates of occupancy within the previous twelve (12) month period.

15.4 The Three Year Rule

(a) If new capacity within a School Service Area Boundary will be in place or under actual construction as identified in the first three years of the School District's Five-Year Capital Facilities Program, the new school capacity will be added to the capacity shown in the School Service Area Boundary, and the utilization rate will be adjusted accordingly.

15.5 Adjacent School Service Area Boundary Capacity

(a) If the projected student growth from a residential development causes the adopted LOS to be exceeded in a School Service Area, an adjacent School Service Area will be reviewed for available capacity. In conducting the adjacency review, the School District shall first use the adjacent School Service Area with the most available capacity to evaluate projected enrollment and, if necessary, shall continue to the School Service Area with the next most available capacity until all adjacent School Service Areas have been evaluated or the available capacity has been identified to allow a determination

letter approving school concurrency to be issued.

(b) If a proposed new development causes the LOS in the School Service Area in which it is located to exceed the adopted LOS and there is available capacity in an adjacent School Service Area, actual development impacts shall be shifted to the contiguous school service areas having available capacity. This shift shall be accomplished through boundary changes or by assigning future students from the development to an adjacent SSAB.

15.6 Issuance and Term of School Concurrency

(a) A School Capacity Availability Determination Letter granting school concurrency approval shall be issued by the School District if the student impacts from a proposed development do not cause the adopted Level of Service to be exceeded. The determination letter shall indicate the approved number of units by unit type, the total number of students that will be generated by the development, and the expiration date of the determination letter.

(b) A School Capacity Availability Determination Letter may be issued by the School District upon payment of school impact fees, and such letter shall be valid for one (1) year. This approval may be extended to five (5) years, provided that the applicant signs a waiver of rights for the refund of school impact fees in exchange for the extension of the approval.

(c) To obtain a final development order from the local government in the jurisdiction which the project is located, the applicant must have a valid School Capacity Availability Determination Letter.

(d) The payment of school impact fees shall occur prior to preliminary plat approval, site plan approval or the functional equivalent.

(e) If the student impacts from a proposed development cause the adopted Level of Service to be exceeded, the determination letter shall detail why the development is not in compliance, and the School District shall offer the applicant the opportunity to enter into the ninety (90) day negotiation period as described below.

15.7 Proportionate Share Mitigation

(a) In the event that there is not sufficient capacity available to support a development, the School Board may entertain proportionate share mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the developer and the local government.

(b) When the student impacts from a proposed development cause the adopted Level of Service to fail, the developer's proportionate share will be based on the number of additional student stations necessary to meet the established level of service. The amount to be paid will be calculated utilizing the cost per student station allocations for elementary, middle and high school, as established by the Florida Department of Education.

1. The methodology used to calculate a developer's proportionate share mitigation shall be as follows:

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

Where

^aDevelopment students = Students generated by development that are assigned to that school

¹Total Cost = the cost per student station as determined and published by the State of Florida, plus a share of the land acquisition and infrastructure expenditures for school sites as determined and published annually in the School District's Five Year Capital Plan.

(c) The applicant shall be allowed to enter a ninety (90) day negotiation period with the School District in an effort to mitigate the impact from the development through the creation of additional school capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer 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.

(d) Appropriate mitigation options must create the necessary additional school capacity and may include:

1. Contribution of land in conjunction with the provision of additional school capacity;
2. Mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits; or
3. Provision of additional student stations through the donation of buildings for use as a primary or alternative learning facility; or
4. Provision of additional student stations through the renovation of existing buildings for use as learning facilities; or
5. Construction of permanent student stations or core capacity; or
6. Construction of a school in advance of the time set forth in the School District's Five-Year Capital Facilities Plan.
7. Construction of a charter school designed in accordance with School District standards, providing permanent capacity to the District's inventory of student stations. Use of a charter school for mitigation must include provisions for its continued existence, including, but not limited to the transfer of ownership and operation of the school to the School Board.

(e) For mitigation measures (1) thru (7) above, the estimated cost to construct the mitigating improvement will reflect the estimated future construction costs at the time of the anticipated construction. Improvements contributed by the developer shall receive school impact fee credit.

1. The developer shall receive a school impact fee credit for that portion of the developer's educational impact used to fund the improvements on which the proportionate share mitigation is calculated.
2. If the proportionate share mitigation is greater than the school impact fees generated by the development, the difference between the developer's proportionate share and the impact fee credit shall be the responsibility of the developer.
3. Any proportionate share mitigation must be directed by the School Board toward a school capacity improvement identified in the School District's Five-Year Capital Facility Plan.

(f) Upon conclusion of the 90 day period, a second Determination Letter shall be issued. If mitigation is agreed to, the School District shall issue a new Determination Letter approving the development subject to those mitigation measures agreed to by the local government, developer and the School Board. Prior to preliminary plat approval, 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 Developer. That agreement shall specifically detail mitigation provisions to be paid for by the developer and the relevant terms and conditions. If mitigation is not agreed to, the Determination Letter shall detail why any mitigation proposals were rejected and detail why the development is not in compliance with school concurrency requirements.

Section 16 Oversight

- 16.1 Monitoring and evaluation of the school concurrency process is required pursuant to s. 163.3180(13)(g)(6)(c), F.S.. The SPTAC shall be responsible for preparing an annual assessment report on the effectiveness of School Concurrency. The report will be made available to the public and presented at the Elected Officials Oversight Committee meeting.
- 16.2 The SPTAC Committee members shall be invited to attend all meetings referenced in Sections 3 and 6 and shall receive copies of all reports and documents produced pursuant to this Agreement.
- 16.3 By September 1st of each year, the SPTAC shall receive the proposed School District Five-Year Capital Facilities Program. The SPTAC shall report to the School District, the County, and the Cities on whether or not the proposed School District Five-Year Capital Facilities Plan maintains the adopted Level of Service by adding enough projects to increase the capacity, if needed, to eliminate any permanent student station shortfalls; by including required modernization of existing facilities; and by providing permanent student stations for the projected growth in enrollment over each of the five (5) years covered by the Plan.

Section 17 Special Provisions

17.1 School District Requirements

(a) 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 County, the Cities and the School Board 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 County or the Cities, as to whether that obligation has been satisfied. Further, the County, the Cities and the School Board agree that this Agreement is not intended and will not be construed to impose any duty or obligation on the County or City for the School District's constitutional or statutory obligation. The County and the Cities also acknowledge that the School District's obligations under this Agreement may be superseded by state or federal court orders or other state or federal legal mandates.

(b) The School Board agrees to hold harmless, indemnify, and defend the County and/or the Cities, the members of their governing boards and their staffs, and each of them, for and from any all claims, civil actions or administrative proceedings, arising from or alleged to be arising from, any action done or not done in reliance upon any undertakings or obligations by the School Board pursuant to this

Interlocal Agreement or upon any advice or other representation made by the School Board pursuant to its undertakings or obligations set forth in this Interlocal Agreement. Such defense shall be carried out by counsel reasonably acceptable to the party(ies) being defended. Such indemnification shall not be limited solely to tort claims or actions for declarative relief, but also for claims alleging that the act triggering this clause violates the constitutions of the United States and/or the State of Florida, and for claims arising under the Bert J. Harris Property Rights Act. Upon receipt of the notice of any such claim, civil action, or administrative proceeding, the party invoking the terms of this provision shall notify the school board in writing as soon as practicable. *THIS LANGUAGE (17.1(b)) IS PROVIDED AS A SUGGESTED PLACEHOLDER AND NOT TO BE CONSIDERED A FINAL VIEWPOINT. THE COUNTY, CITIES AND SCHOOL BOARD WILL NEED TO DISCUSS AND ADOPT INDEMNITY LANGUAGE ACCEPTABLE TO ALL THE PARTIES.*

17.2 Land Use Authority

(a) 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 18 Resolution of Disputes

18.1 If the parties to this Agreement fail to resolve any conflicts related to issues covered in this document, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapters 164 and 186, Florida Statutes.

Section 19 Amendment Process and Term of the Agreement

19.1 This Agreement may be amended by written consent of all parties to this Agreement. The Agreement will remain in effect in accordance with Florida Statutes. If the Florida statute as it pertains to school planning coordination is repealed, the Agreement may be terminated by written consent of all parties of this Agreement.

Section 20 Execution in Counterparts

20.1 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.

Section 21 Effective Date

21.1 Effective date of the original Agreement was January 1, 2004. The effective date of this revised Agreement shall be October 1, 2006.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of **Indian River County, the Town of Indian River Shores, and the Cities of Fellsmere, Sebastian, and Vero Beach, and the School Board of Indian River County** on this _____ day of _____, 2006.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

By _____
William D. Hughes, Board Chairman

Witness as to all Signatories
Print Name _____

ATTEST _____
_____, Board Secretary

Witness as to all Signatories
Print Name _____

(CORPORATE SEAL)

State of Florida, County of Indian River

WITNESS my hand and official seal this _____ day of _____ A.D. 2006.

Print Name _____
My Commission Expires: _____

(AFFIX NOTARY SEAL)

Approved as to form and correctness: _____
Russell Peterson, School Board Attorney

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF
INDIAN RIVER COUNTY, FLORIDA, THIS DAY OF , 200__.

**BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY**

By: _____
Arthur R. Neuberger, Chairman

ATTEST:

By _____
Jeffrey K. Barton, Clerk

Approved as to form and correctness: _____
William G. Collins II, County Attorney

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF FELLSMERE, FLORIDA, THIS
_____ Day of _____, 200__.

CITY OF FELLSMERE, FLORIDA

Mayor Sara Savage

Attest _____
City Clerk

(Seal)

Duly Passed and Adopted by the City Council of Fellsmere, Florida, this Day of _____, 2003.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF SEBASTIAN, FLORIDA, THIS
_____ Day of _____, 200__.

CITY OF SEBASTIAN, FLORIDA

Mayor Nathan McCollum

Attest _____
City Clerk

(Seal)

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF VERO BEACH, FLORIDA, THIS
_____ Day of _____, 200__.

CITY OF VERO BEACH, FLORIDA

Mayor Thomas P. White

Attest _____
City Clerk

(Seal)

DULY PASSED AND ADOPTED BY THE TOWN COUNCIL OF INDIAN RIVER SHORES,
FLORIDA, THIS _____ Day of _____, 200__.

TOWN OF INDIAN RIVER SHORES, FLORIDA

Mayor Thomas W. Cadden

Attest _____
City Clerk

(Seal)

APPENDIX "A"

SCHOOL COORDINATION GROUPS/ACTIVITIES

COMMITTEES	SCHEDULED MEETINGS	PURPOSE
Staff Working Group Committee	Semi-annually (2 nd Friday in February and August of each year)	Set direction, formulate recommendations, discuss issues,
Elected Officials Oversight Committee (EOOC)	Every year (2 nd Friday in April of each year)	Set direction, discuss issues, reach understanding
School Planning Technical Advisory Committee (SPTAC)	Semi-annually (2 nd Friday in September and March of each year) and as needed	<p>Set direction, formulate recommendations, discuss issues regarding school concurrency</p> <p>Review School District's Five-Year Capital Facilities Plan</p> <p>Evaluate each potential school site and prepare an initial evaluation report to be submitted to the SSC</p> <p>Prepare an Impact Assessment Statement (IAS) and Economic Analysis (EA) for each short listed school site</p>
Citizen Oversight Committee (COC)	Annually	Evaluate and assess the effectiveness of the Interlocal Agreement

APPENDIX “B”

SCHOOL COORDINATION DUE DATES

Due Date	Activity
2 nd Friday in September and March of each year	Working meetings to set direction, formulate recommendations and discuss issues regarding school concurrency
2 nd Friday in February and August of each year	Working group meetings to set direction, formulate recommendations, and discuss issues
2 nd Friday in April of each year	IRC, Cities, TCPRC and School District representative workshop to set general direction and discuss issues
June 1 st of each year	The County and Cities provide site plan and building permit information regarding residential projects to School District
July 1 st of each year	School District submits its educational facilities report (five-year work program) to the County and Cities
September 1 st of each year	The School Districts proposed Five-Year Capital Facilities Plan transmitted to the SPTAC, County and Cities
September 30 th of each year	School Board adoption of the proposed Five-Year Capital Facilities Plan

APPENDIX "C"

SCHOOL SITE SELECTION FLOW CHART

Entire Chart Must Be Amended

School Board identifies need for a new school and provides a list of potential sites to the SPTAC.

↓ Within 30 Days

School Planning Technical Advisory Committee (SPTAC) prepares initial evaluation report for each potential site, reviews sites for consistency with local comprehensive plans, submits reports to the School Board.

↓ Within 60 Days

The School Board narrows the sites down to three (3) sites and submits short list of sites to SPTAC.

↓

SPTAC prepares Impact Assessment Statement (IAS) and Economic Analysis (EA) for short listed sites. SPTAC rank short listed sites and provide IAS, EA, and ranking to the school board

↓

The School Board officially approves the site and authorizes acquisition of the site

APPENDIX 'D'
For Schools within the Unincorporated County
INDIAN RIVER COUNTY LDR SECTION 971.14(4)

Educational centers including schools, primary and secondary (not including business and vocational schools) (special exception).

- (a) *Districts requiring administrative permit approval (pursuant to the provisions of 971.04):* OCR, MED, CN, CL, CG.
- (b) *Districts requiring special exception (pursuant to the provisions of 971.05):* A-1 A-2 A-3 RFD RS-1 RS-2 RS-3 RS-6 RT-6 RM-3 RM-4 RM-6 RM-8 RM-10 ROSE-4 RMH-6 RMH-8 Con-1 Con-2 Con-3.
- (c) *Additional information requirements:*
 - 1. A site plan which denotes the location of all existing structures, parking facilities, and the proposed circulation plan, pursuant to the requirements of Chapter 914;
 - 2. A description of the anticipated school service area and projected enrollment shall be provided;
 - 3. A copy of all requisite licenses from State of Florida.
- (d) *Criteria for educational facilities:*
 - 1. Sites for secondary schools shall be located near thoroughfares so as to discourage traffic along local residential streets in residential subdivisions. Elementary schools should be discouraged from locating adjacent to major arterial roadways;
 - 2. For the type of facility proposed, the minimum spatial requirements for the site shall be similar to standards utilized by the Indian River County School District and the State of Florida;
 - 3. No main or accessory building shall be located within one hundred (100) feet of any property line not adjacent to a street or roadway. No main or accessory building shall be located within fifty (50) feet of any property line abutting a local road right-of-way that serves a single-family area;
- 4. The applicant shall submit a description of anticipated school service area and projected enrollment, by stages if appropriate, and relate the same to a development plan explaining:
 - a. Area to be developed by construction phase;
 - b. Adequacy of site to accommodate anticipated facilities, enrollment, recreation area, off-street parking, and pedestrian and vehicular

circulation on-site including loading, unloading and queuing of school bus traffic;

- c. Safety features of the development plan;
5. No rooms within the school shall be regularly used for the housing of students when located in a single-family residential district;
 6. The facilities shall have a Type "C" buffer in the A-1, A-2, A-3, RFD, RS-1, RS-2, RS-3 and RS-6 districts;
 - a. The Board of County Commissioners may waive or reduce the buffer requirements where the educational facility is located next to an existing cemetery, place of worship, child care facility, adult care facility, community center, or school. Consideration shall be given to security, noise, and visual impacts. Where a waiver or buffer reduction is granted, normal perimeter landscaping requirements shall apply, and alternative requirements (such as fencing) may be required.
 7. The facilities shall have a Type "D" buffer in all other residential districts not listed in subsection 6 above.
 - a. The Board of County Commissioners may waive or reduce the buffer requirements where the educational facility is located next to an existing cemetery, place of worship, child care facility, adult care facility, community center, or school. Consideration shall be given to security, noise, and visual impacts. Where a waiver or buffer reduction is granted, normal perimeter landscaping requirements shall apply, and alternative requirements (such as fencing) may be required.

APPENDIX 'E'
School Service Area Boundaries

APPENDIX 'F'
Tiered Level of Service Tables

APPENDIX 'G'
Student Generation Multipliers