



**Hillsborough County Public Schools
Concurrency Pilot Project**

**Interlocal Agreement
for
School Facilities Planning and Siting
Tampa**

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Statutory Basis and Intent

This is an interlocal agreement for public educational facility planning and siting in the City of Tampa. This agreement is made and entered into this ____ day of _____, 2006, by and between the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida, located at 306 E. Jackson Street, Tampa, FL 33602, ("City"), and the School Board of Hillsborough County, Florida, a public body corporate, located at 901 East Kennedy Boulevard, Tampa, Florida 33602, ("School Board").

WHEREAS, this interlocal agreement was initially executed on March 13, 2003, and has been updated to reflect changes in the state concurrency legislation relating to public schools as provided in Laws 2005, c. 2005-290 ("S.B. 360"), which became effective July 1, 2005; and

WHEREAS, the City and the School Board recognize their mutual obligation and responsibility for the education, nurturance and general well-being of the children of the City of Tampa; and

WHEREAS, it is mutually beneficial for the City and School Board to support efforts that facilitate coordination of planning for the location and development of public educational facilities to serve the children of the City of Tampa and to ensure that the impacts of new development occur only in accordance with the ability of the City and School Board to maintain adequate level of service standards; and

WHEREAS, Sections 1013.33(1), 163.31777, and 163.3180(13), Florida Statutes, require coordination of planning between the school boards and local governing bodies to ensure that new or expanded public educational facilities are coordinated in time and place with plans for residential development concurrently with other necessary services; and

WHEREAS, Section 1013.33(10), Florida Statutes, requires that the location of public educational facilities shall be consistent with the comprehensive plan of the appropriate local governing bodies and the plan's implementing land development regulations, to the extent that the regulations are not in conflict with, or the subject regulated is not specifically addressed by this Chapter 1013, or the State Uniform Building Code, unless mutually agreed by the City and the School Board; and

WHEREAS, Sections 163.3177(6)(h)1 and 2, Florida Statutes, require the City 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 163.31777(1)(a) and 1013.33(2)(a), Florida Statutes, further require each county, all the non-exempt municipalities within the county, and the district school board to establish jointly the specific ways in which the plans and processes of the district school board and local governments are to be coordinated; and

WHEREAS, public schools should be provided in proximity to the actual and projected population of school age children to be served by such schools; and

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WHEREAS, the City has determined that schools are the cornerstones of effective neighborhood design and a focal point for development of neighborhood plans and improvements including, but not limited to, parks, recreation, libraries, children's services and other related uses; and

WHEREAS, the School Board has determined that the location of schools, as part of stable and well designed neighborhoods enhances, educational programs, encourages community support and supports safe, secure and effective educational environments for the children that utilize these facilities; and

WHEREAS, the City is responsible for planning for and providing other essential public facilities and is committed to ensuring such facilities are provided in support of public school facilities and programs; and

WHEREAS, the City has objectives and policies in the Future Land Use Element of the City's Comprehensive Plan for public facility siting; and

WHEREAS, the City recognized the importance of neighborhood participation and has an adopted Neighborhood Element in the Comprehensive Plan stressing public participation and neighborhood protection; and

WHEREAS, the School Board and the City have mutually agreed that coordination of School Board facility planning and planning for the County and the Cities of Plant City, Temple Terrace and Tampa is in the best interests of the citizens of Hillsborough County; and

WHEREAS, the Hillsborough County City-County Planning Commission (hereinafter "The Planning Commission") is the local Land Planning Agency for the County and its municipalities; and

WHEREAS, The Hillsborough County City-County Planning Commission has agreed to provide planning services as described herein; and

WHEREAS, the City and the School Board are mandated to enter into this Interlocal Agreement pursuant to Section 163.01, Section 163.3177(6)(h)2, Section 163.3180(13)(g), and Section 1013.33(2)(a), Florida Statutes; and

WHEREAS, sections 163.31777 and 163.3180(g), F.S. sets the school concurrency requirements that must be implemented through interlocal coordination between the City and the School Board; and

WHEREAS, the City, the School Board, and Hillsborough County have met and coordinated with respect to the statutory requirements for a countywide, uniform school concurrency program; and

WHEREAS, the School Board is obligated to maintain and implement a financially-feasible, 5-year capital facilities program based on the level of service standards provided for in this Agreement; and

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WHEREAS, the City is required to amend its comprehensive plan and Land Development Code, as appropriate and necessary, in order to effectuate its obligations under this Agreement and state statute; and

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

WHEREAS, the City has the sole authority to undertake land use planning and to implement necessary land development regulations within its jurisdiction; and

WHEREAS, this Agreement neither is intended to nor does it delegate or transfer any land use planning or regulatory authority to the School Board.

WHEREAS, by entering into this agreement, the City and the School Board are fulfilling their statutory obligations and requirements recognizing the benefits that will accrue to their citizens and students described above.

NOW THEREFORE, be it mutually agreed between the School Board of Hillsborough County, the City of Tampa and The Planning Commission that the following requirements and procedures shall be utilized in coordinating land use and the siting of public school facilities:

Section 1 Coordination and Sharing of Information

Section 1.1 Joint Meetings

- 1.1.1 Staff of Hillsborough County, hereinafter referred to as the “County”, the cities of Plant City, Temple Terrace and Tampa, the School Board and the Planning Commission will meet at a minimum on a quarterly basis, or more often as needed, to discuss issues regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, colocation and joint use opportunities, and ancillary infrastructure improvements needed to support schools and ensure safe student access. The initial meeting shall be held within 60 days of the date of execution of the Interlocal Agreement, upon at least 30 days written advance notice, and shall be coordinated by the School Board staff. All meetings held thereafter as required herein, shall be coordinated by the School Board staff upon at least 30 days written advance notice.
- 1.1.2 The Council of Hillsborough County Governments (COG) and one appointed member of The Planning Commission will meet annually in a joint workshop session at the time and place of a regularly scheduled COG meeting. The annual joint workshop will provide an opportunity for the representatives to hear reports, discuss policy and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The Superintendent of Schools or designee shall be responsible for making meeting arrangements and providing notification, including notice to the general public.

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Section 1.2 Oversight Process

The effectiveness with which the Interlocal Agreement is being implemented shall be considered at the annual joint workshop described in Section 1.1.2. The staff representatives of each local government, the School Board and The Planning Commission, as described in Section 1.1, shall provide technical review and recommendations regarding any need for change to the provisions of the agreement. The workshop shall be publicly noticed and the agenda shall provide an opportunity for public input and comment. The representatives of each of the local governments and School Board will report back to their respective bodies with recommendations for any needed changes.

Section 1.3 Student Enrollment, Population Projections, Growth and Development Trends

- 1.3.1 In fulfillment of their respective planning duties, the City and the School Board shall coordinate and base their plans for growth upon consistent projections of the amount, type, and distribution of population growth and student enrollment that are developed in coordination with The Planning Commission.
- 1.3.2 The School Board shall utilize both district-wide student population projections which are based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, where available, and projections based on the Concurrency Service Areas (CSA) established in Section 5 of this Agreement. These projections may be modified by the School Board based on local development trends and data with agreement of the Florida Office of Educational Facilities and SMART (Soundly Made, Accountable, Reasonable and Thrifty) Schools Clearinghouse.
- 1.3.3 By March 1 of each year, the City of Tampa and The Planning Commission staff will provide the School Board with a report on growth and development trends within the jurisdiction of the City for the previous calendar year, by CSA, as provided in Section 5 of this Agreement. This report will be in tabular, graphic, and textual formats and will provide the following:
 - (a) The City of Tampa will provide the following:
 1. the type, number, and location of residential units which have received zoning approval or site plan approval;
 2. information, to the extent available, regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students;
 3. an inventory of potential dwelling units that have received final plat or site development plan approval but have not yet received certificate of occupancy approval and a projection of the amount of the number of these units that are anticipated to receive certificate of occupancy approval in the next three years;

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4. the identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval; and
 5. the amount of school impact fees assessed by unit type, the unit of local government from which the fees were collected, the amount of impact fee revenues collected, and any pending changes to the school impact fee schedule.
- (b) The Planning Commission will provide the following:
1. information regarding future land use map amendments which may have an impact on school facilities; and
 2. building permits issued for the preceding year and their location; and
 3. updated population projections apportioned geographically.
- 1.3.4 The School Board will use the information described in Section 1.3.3 to apportion projected student enrollment geographically, based on adopted CSAs, to make the most efficient use of public school facilities. The distribution of projected student enrollment will be presented at staff meetings described in subsection 1.1.1.

Section 1.4 Local Planning Agency, Comprehensive Plan Amendments, Rezonings, and Development Approvals

- 1.4.1 A nonvoting representative appointed by the School Board shall be included on The Planning Commission to attend those meetings at which The Planning Commission considers comprehensive plan amendments that would, if approved, increase residential density on the property that is the subject of the application.
- 1.4.2 The City shall give the School Board notification of development filed with the City that may affect student enrollment, enrollment projections, or school facilities including rezonings, subdivisions, and developments of regional impact . If a public hearing is required, the notification must be provided at least 45 days prior to the first public hearing for consideration of the development application. If no public hearing is required, the notification must be provided at least 45 days prior to any action or decision to approve or deny the application. The City shall distribute any rezoning application that includes residential uses to the School Board as provided in § 27-393(d)(2) of the City Code or any successor provision thereto.
- 1.4.3 The Planning Commission shall give the School Board notice of proposed amendments to the comprehensive plan future land use map filed with The Planning Commission that may affect student enrollment, enrollment projections, or school facilities. Such notice will be provided at least 45 days prior to the first Planning Commission public hearing for consideration of the plan amendment.
- 1.4.4 Within 14 days after notification, as described in Section 1.4.2 and 1.4.3, the School Board shall provide the estimated school enrollment impacts anticipated to result from the proposed land use application or development proposal, as well as whether sufficient

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capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities.

Section 1.5 Colocation and Shared Use

- 1.5.1 Colocation and shared use of facilities are important to both the School Board and the City. The City will look for opportunities to collocate and share use of City facilities when planning and designing new or renovating existing, community facilities. Likewise, the School Board will look for opportunities to collocate and share use of school facilities when planning and designing new or renovating existing, educational facilities.
- 1.5.2 A separate agreement may be developed for each instance of collocation and shared use which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation and shared use.

Section 2 Planning Process

Section 2.1 Educational Plant Survey

At least one year prior to preparation of the Educational Plant Survey, the staff representatives described in subsection 1.1.1 will provide input in the preparation of the Educational Plant Survey update. The Educational Plant Survey (required at least once every 5 years) shall be consistent with the requirements of Section 1013.31, Florida Statutes, and include at a minimum an inventory of existing educational facilities, existing and projected enrollment of existing school facilities, recommendations for planned and existing facilities, and the general location of each in coordination with the land use plan. The staff representatives will evaluate and comment on the location and need for new educational facilities or significant renovation and expansion of existing educational facilities. The Educational Plant Survey shall reflect the CSAs as provided in Section 5 of this Agreement.

Section 2.2 Tentative District Educational Facilities Plan

- 2.2.1 The School Board shall submit a draft Tentative District Educational Facilities Plan to the City and The Planning Commission for review and comment 45 days prior to public hearing for adoption by the School Board. The Tentative Educational Facilities Plan is defined in Chapter 1013.35 as “the comprehensive planning document prepared annually by the district school board and submitted to the Office of Educational Facilities and SMART Schools Clearinghouse and the affected general-purpose local governments”. The plan shall be consistent with the requirements of Section 1013.35, Florida Statutes, and shall include the projected student population apportioned geographically by CSA, an inventory of existing school facilities, projections of facility space needs, information on leased, loaned, and donated space and relocatables, general locations of new schools and anticipated closures of existing schools for the 5, 10, and 20-year time periods, as well as options to reduce the need for additional permanent student stations including the criteria and method jointly determined by the City and the School Board for determining the impact of proposed development on public school capacity.

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- 2.2.2 The plan shall also include a financially feasible district facilities work program (“Work Program”) for the subsequent 5-year period, each year adding an additional “fifth year.” The Work Program shall include:
- (a) all planned school facility projects, which include new construction, expansions, remodeling, and renovations that will create additional capacity;
 - (b) existing and projected enrollment of existing and planned school facilities;
 - (c) the year in which each planned school facility will be undertaken;
 - (d) the source of funding for each planned school facility and the year in which the funding becomes available;
 - (e) the capacity created by each planned school facility; and
 - (f) necessary data and analysis supporting the proposed Work Program.
- 2.2.3 Within 30 days-
- (a) The City shall review the plan and provide a report to the School Board regarding the need for infrastructure and service needs associated with the proposed educational facilities; and
 - (b) The Planning Commission shall review the plan and comment to the City and the School Board on the consistency of the plan with the City’s comprehensive plan. The Planning Commission shall provide written comment to the School Board and the City on whether a Comprehensive Plan amendment will be necessary for any proposed educational facility.
- 2.2.4 Based on the written comments of the City and Planning Commission, the School Board will adopt a financially-feasible Work Program that includes school capacity sufficient to meet anticipated student demand as projected by the City and the County, based on the LOS standards set forth in this Agreement. The School Board will construct school facilities sufficient to maintain the LOS standards set forth herein, consistent with the adopted 5-Year Facilities Work Program.

Section 2.3 Public School Facilities Element Development and Updates

- 2.3.1 The City will cooperate with the School Board, the City of Temple Terrace, the City of Plant City, and the County to develop a common Public Schools Facilities Element (PSFE), pursuant to sections 163.3177(12) and 163.3180, F.S., Rule 9J-5.025, F.A.C., and other applicable laws and rules. The PSFE shall be consistent with the School Board’s 5-year facilities work program.
- 2.3.2 After an agreed upon PSFE has been developed, the City will consider the adoption of the PSFE at the round of Comprehensive Plan amendments immediately following the development of the agreed upon PSFE.

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2.3.2 In the event that the City wishes to amend the agreed upon PSFE, it will follow the procedures set forth in Section 5.1.1 of this Agreement before transmitting same to the Department of Community Affairs pursuant to section 163.3184, F.S.

Section 2.4 Future Land Use Classifications in which Public Schools are Allowed

Public schools are community facilities which are necessary to serve residential development in the City. Public Schools shall be permitted in those Future Land Use Classifications on the Future Land Use Map as provided for in the City of Tampa Comprehensive Plan.

Section 2.5 Zoning Categories in which Schools are Allowed

Public schools shall be permitted by right or as a Special Use in the zoning districts as specified in the City's Land Development Code provided that they meet any applicable criteria and site development standards contained in the Land Development Code.

Section 2.6 Updates to Capital Improvements and Intergovernmental Coordination Elements

The procedure for updating the Capital Improvements Element and Intergovernmental Coordination Elements of the Comprehensive Plan shall be as provided by general law and the *Procedures Manual and Fee Schedule for Amendments to the Tampa Comprehensive Plan* (December 2005), as amended.

Section 3 School Siting Procedures

Section 3.1 Neighborhood Meeting

At least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall conduct at least one neighborhood meeting. The School Board shall provide written notice to the City and the Planning Commission staff of the date, time and location of the meeting no later than 15 days prior to the date indicated.

The School Board shall provide written notice of the neighborhood meeting to discuss the pending site selection determination to property owners of parcels of record with the Hillsborough County Property Appraiser's Office within two hundred fifty (250) feet in every direction of the subject property, excluding streets and street rights-of-way and Homeowners Associations within one mile of the proposed school site who are registered with the City's Neighborhood Liaison Department. Said notice shall be provided no later than 15 days prior to the meeting.

To the extent practical, the neighborhood meeting shall be conducted within the general area of the proposed educational facility. The meeting may be held prior to or subsequent to the submittal of a request for a determination of consistency with the City Comprehensive Plan, pursuant to Section 3.2, but no more than 15 days after a submittal of a request for a determination of consistency. Evidence of the neighborhood meeting, including a meeting summary, shall be submitted to the City within 30 days of a request for consistency determination.

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Section 3.2 Application for Determination of Consistency

Pursuant to Section 1013.33(11), at least 60 days prior to acquiring or leasing property, the School Superintendent shall send written notice to the City of Tampa and The Planning Commission staff requesting a determination of consistency with the City's Comprehensive Plan and an analysis of infrastructure and service needs associated with the proposed educational facility as follows:

- Availability of sewer and water and location of points of connection;
- Suitability of site access and adjacent roadways;
- Stormwater criteria; and
- Other applicable infrastructure and service needs.

Such request shall include an existing available aerial photograph and seven (7) copies of a conceptual site plan including; site boundaries, property address and tax folio identification numbers, estimated building floor area, drawing scale, proposed student enrollment capacity, driveway access locations, site acreage, building envelopes, parking and recreation areas.

Within 45 days after receipt of the request, The Planning Commission staff shall notify the School Board and the City if the proposed new school site is consistent with the land use categories and policies of the City's Comprehensive Plan. The City shall provide a written report to the School Board and City Council regarding the determination of consistency with the City's Comprehensive Plan. The report shall include The Planning Commission staff analysis, the analysis of infrastructure and service needs, and development concerns associated with the proposed educational facilities as specified above.

Pursuant to 1013.33(13) the City may impose reasonable conditions for development of the site as it relates to infrastructure and service needs listed above and consider the conceptual site plan and its adequacy as it relates to environmental concerns, health, safety and welfare and effects on adjacent property. Conditions may not be imposed which conflict with those established in Chapter 1013 or the State Uniform Building Code, unless mutually agreed upon.

As described in Section 4 herein, prior to construction the School Board shall submit site design/development plans for the City to certify whether the proposed education facility is in compliance with the determination of consistency with the Comprehensive Plan (as determined above), the conditions imposed and any applicable provisions of the City's Land Development Code, pursuant to Section 1013.33(12), Florida Statutes.

Pursuant to 1013.33(3)(d) the need for and timing of onsite and offsite improvements to support new construction, proposed expansion, or redevelopment of existing schools shall be identified during the review and approval of the site plan. The party or parties responsible for the improvements shall be identified

The School Board shall hold a duly noticed public hearing to consider the determination of consistency. It is mutually agreed that the School Board will not act in a manner contrary to the determination for consistency. However, such determination may be appealed as prescribed in Section 3.3 of this agreement.

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Requests for determination of consistency with the Comprehensive Plan for elementary, middle and high schools and other public education facilities may, at the discretion of the School Board, be processed concurrently with an application for a special use permit or rezoning.

Section 3.3 Appeals

Pursuant to Chapter 1013.33(10), the location of educational facilities shall be consistent with the City's Comprehensive Plan developed under Part II of Chapter 163, Florida Statutes, and consistent with the plan's implementing land development regulations.

The School Board may appeal a decision of the City staff or a decision of The Planning Commission staff, by filing an appeal petition to the City Council within seven (7) working days of the decision being appealed.

Section 4 Site Design/Development Plan Review

At least 90 days prior to initiating construction, the School Board shall submit a site design/development plan to the City, and within 45 days after receiving the submittal, the City shall certify in writing whether the proposed educational facility is in compliance with the determination of consistency with the Comprehensive Plan (as determined in Section 3.2 herein), the conditions imposed and any applicable provisions of the City's Land Development Code.

Design/development plans shall include the following:

- Location, size, height and use of all proposed structures;
- Proposed or existing location of fire hydrants and distance to structures;
- Location and method of buffering from adjacent residential zoning districts;
- Location and method of stormwater retention; including preliminary drainage calculations;
- Location, size, and total amount of recreation areas;
- Location and dimensions of proposed parking and service areas;
- Proposed means of vehicular and pedestrian access from the site to adjacent streets and/or alleys;
- Location, dimension and screening of solid waste collection areas;
- Location of all existing trees (indicating trees greater than 12" DBH and species);
- Location of existing and proposed sidewalks;
- Identification of needed access improvements (i.e., auxiliary lanes, left turn lanes, medians, etc.);
- Delineation of all jurisdictional wetland areas; and
- Application for Service Request from the Sanitary Sewer Department prior to final construction plans.

Pursuant to 1013.33(12), if the determination is affirmative, school construction may commence and further local government approvals are not required.

Pursuant to 1013.33(13), the City may impose reasonable development standards and conditions in accordance with s. 1013.51(1) and consider the site plan and its adequacy as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property.

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Section 5 School Concurrency Implementation

Section 5.1 Procedure

5.1.1 Amendments to Key Concurrency Components

(a) The procedures set forth in paragraph (b) shall apply in the event that the City or School Board wishes to amend any of the following:

1. level of service (LOS) standards;
2. concurrency service areas;
3. procedures for monitoring school demand and capacity;
4. procedures and methodology for making concurrency determinations for development approvals;
5. mitigation options and processes;
6. the 5-Year Work Program for facilities whose CSA includes a portion of the City; and
7. those aspects of the Public Schools Facilities Element of the Comprehensive Plan that are common to the City and the County or other municipalities in the County.

(b) Procedures:

1. The party wishing to amend one of the above-listed items, shall be the “Initiating Party.” The Initiating Party may be the City, County, School Board, or another municipality within Hillsborough County subject to the requirements of school concurrency.
2. The party reviewing and commenting on a proposed amendment shall be the “Reviewing Party.” The Reviewing Party shall include the City, County, School Board, or another municipality within Hillsborough County subject to the requirements of school concurrency. The Planning Commission shall review the proposed amendment and advise the City on whether the proposed amendment is consistent with the Comprehensive Plan as required by sections 163.3177 and 163.3187, F.S.
3. Before officially considering an amendment to one of the above-listed standards, and prior to submitting such amendments to the Department of Community Affairs, if required, the Initiating Party shall transmit to the Reviewing Parties a memorandum outlining the proposed amendment, including a narrative describing the purpose of the proposed amendment and a statement regarding the impact of the proposed amendment on the City’s Comprehensive Plan and other elements of school concurrency addressed by this Agreement. The memorandum also must include all data and analysis supporting the proposed amendment.
4. Within sixty (60) days of its receipt of a proposed amendment from the Initiating Party, the Reviewing Party shall provide any written comments

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or objections to the Initiating Party, the County, and other municipalities within Hillsborough County. The Reviewing Party shall indicate whether it consents to the proposed amendment or, if it does not, the reasons for withholding its consent. Designees of the parties, and designees of the County and other municipalities within Hillsborough County, may meet and confer prior to the Reviewing Party's submission of written comments in order to resolve any objections to the proposed amendment.

5. If the Reviewing Party is unable to consent to the proposed amendment, the matter will be resolved pursuant to the dispute resolution process set forth in Section 8 of this Agreement.
6. The parties agree that no proposed amendment will be implemented without the consent of the Reviewing Parties or, where the consent of all Reviewing Parties is not obtained, that no proposed amendment will be implemented unless it is determined to be appropriate through the dispute resolution process set forth in Section 8 of this Agreement.
7. The parties agree that, once a proposed amendment has the consent of each of the Reviewing Parties, or is determined to be appropriate through dispute resolution, each party will undertake Work Program, Comprehensive Plan, and regulatory changes necessary to effectuate the amendment.

5.1.2 Comprehensive Plan

No later than December 31, 2006, the City will consider the adoption of Comprehensive Plan amendments to address school concurrency matters, including:

- (a) a Public Schools Facilities Element, pursuant to sections 163.3177(12) and 163.3180, F.S.
- (b) changes to the Intergovernmental Coordination Element necessary to effectuate school concurrency methodologies and processes, as provided herein.
- (c) changes to the Capital Improvements Element necessary to effectuate school concurrency methodologies and processes, as provided herein.

5.1.3 Land Development Code

Following the amendment of the City's Comprehensive Plan, as provided herein, the City will consider the adoption of a "School Concurrency Ordinance" will make other necessary changes to the Land Development Code to implement school concurrency consistent with the Comprehensive Plan, state law (sections 163.3180 and 163.3202, F.S.), and the terms of this Agreement.

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5.1.4 Five-Year Facilities Work Program

(a) Amendments to the 5-Year Work Program

Amendments to the Work Program, other than the annual updates addressed in Section 2.2 of this Agreement, may occur only pursuant to the process set forth in Section 5.1.1 of this Agreement.

(b) Capital Improvements Element

Annually, following adoption of this Agreement, but no later than December 1st, the City will consider an amendment to the plan's Capital Improvements Element (CIE) in order to incorporate the School Board's adopted Work Program. Following a Work Program update or amendment, made in accordance with this Agreement, the City will consider further amendments to its CIE to incorporate such updates or amendments during the immediately subsequent round of Comprehensive Plan amendments.

Section 5.2 Level-of-Service Standards

5.2.1 Pursuant to Section 163.3180(13)(b), F.S., the level of service (LOS) standards set forth herein shall be applied consistently within each local government in Hillsborough County for purposes of implementing school concurrency, including determining whether sufficient school capacity exists to accommodate a particular development proposal, and determining the financial feasibility of the School Board's Work Program.

5.2.2 The LOS standards set forth herein shall be included in the capital improvements element of the City's Comprehensive Plan and shall be applied consistently by the City and the School Board districtwide to all schools of the same type.

5.2.3 The LOS standards may be amended only pursuant to the procedure set forth in Section 5.1.1 of this Agreement.

5.2.4 The LOS standard to be used by the City and the School Board to implement school concurrency shall be as follows:

- (a) Elementary: 100% of permanent FISH capacity as adjusted by the school board annually to account for measurable programmatic changes.
- (b) Middle: 100% of permanent FISH capacity as adjusted by the school board annually to account for measurable programmatic changes.
- (c) High: 100% of permanent FISH capacity as adjusted by the school board annually to account for measurable programmatic changes.
- (d) Special Purpose: 100% of permanent FISH capacity as adjusted by the school board annually to account for measurable programmatic changes.

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For purposes of this subsection, a "measurable programmatic change" means a change to the operation of a school that has consistent and measurable capacity impacts including, but not limited to: double sessions, floating teachers, year-long schools and special educational programs.

Section 5.3 School Concurrency Service Areas

- 5.3.1 The initial School Concurrency Service Areas (CSAs) shall be coterminous with the attendance zones for elementary, middle, and high schools, as shown on Map 1, attached hereto and incorporated herein by this reference.
- 5.3.2 Future amendments to the CSAs, other than periodic adjustments to school attendance zones, may be accomplished by the School Board only after review and comment by the City, the County and other municipalities within Hillsborough County as provided in Section 5.1.1 of this Agreement. CSAs shall be established and subsequently modified to maximize available school capacity and make efficient use of new and existing public school facilities in accordance with the LOS standards set forth in this agreement, taking into account school policies to:
- (a) minimize transportation costs,
 - (b) limit maximum student travel times,
 - (c) effect desegregation plans,
 - (d) achieve socio-economic, racial and cultural diversity objectives,
 - (e) recognize capacity commitments resulting from local governments' development approvals for the CSA and
 - (f) recognize capacity commitments resulting from local governments' development approvals for contiguous CSAs.
- 5.3.3 CSAs will be described geographically in the Comprehensive Plan pursuant to Section 163.3180(13)(g)(5), F.S. Maps of the CSA boundaries will be included as "support documents" as defined in Section 9J-5.003 F.A.C., and may be updated from time to time by the School Board.

Section 5.4 Demand Monitoring and Evaluation

The City shall provide the following information to the School Board at least two weeks prior to the quarterly meetings required by Section 1.1.1 of this agreement to facilitate demand projection and student generation rate trends:

- 5.4.1 Geo-referenced building permit and certificate of occupancy data;
- 5.4.2 Summary of actions on preliminary and final plats;
- 5.4.3 Summary of site development plan approvals for multi-family projects; and
- 5.4.4 Summary of vested rights determinations pursuant to § Sec. 17.5-47 of the City Code and other actions that affect demands for public school facilities.

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Section 5.5 Applicability and Capacity Determination

5.5.1 Applicability

- (a) Except as provided in subsection (b) below, school concurrency applies only to residential uses that generate demands for public school facilities and are proposed or established after the effective date of the School Concurrency Ordinance.
- (b) The following residential uses shall be considered exempt from the requirements of school concurrency.
 - 1. Single family lots of record having received final plat approval prior to the effective date of the City's School Concurrency Ordinance.
 - 2. Multi-family residential development having received final site plan approval prior to the effective date of the City's School Concurrency Ordinance.
 - 3. Amendments to residential development approvals issued prior to the effective date of the City's School Concurrency Ordinance, which do not increase the number of residential units or change the type of residential units proposed.
 - 4. Other uses as provided for the in the School Concurrency Ordinance.

5.5.2 Process for Determining School Facilities Concurrency

- (a) The City will accept and process final plats and residential site plans, only after the applicant has complied with the terms of the City's School Concurrency Ordinance. The City may approve a School Concurrency Application earlier in the approval process, if requested by the applicant, if the School Board reviews and approves the determination, allocations of capacity, and proportionate share mitigation commitments as provided in this subsection.
- (b) Upon the receipt of a complete School Concurrency Application, the City will transmit the application to the School Board for a determination of whether there is adequate school capacity, for each level of school, to accommodate the proposed development, based on the LOS standards, CSAs, and other standards set forth herein and in the LDC.
- (c) Within thirty (30) days of the initial transmittal from the City, the School Board will review the School Concurrency Application and, based on the standards set forth in this Agreement, report in writing to the City:
 - 1. whether adequate school capacity exists for each level of school, based on the LOS standards set forth in this Agreement; or

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2. if adequate capacity does not exist, whether appropriate mitigation can be accepted, and if so, acceptable options for mitigation, consistent with this Agreement.
- (d) If the School Board determines that adequate capacity will not be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval and mitigation is not an acceptable alternative, the City will not issue a School Concurrency Determination and will not accept or process a development application.
 - (e) If the School Board determines that adequate capacity does not exist but that mitigation is an acceptable alternative, the development application will remain active pending the conclusion of the mitigation negotiation period described below.
 - (f) The City will issue a School Concurrency Determination only upon:
 1. the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval for each level of school without mitigation; or
 2. the execution of a legally binding mitigation agreement between the applicant and the School Board, as provided by this Agreement.

5.5.3 Concurrency Determination Standards

- (a) **Definitions.** The terms used in this subsection shall be defined as follows:
 1. **Available school capacity** - the circumstance where there is sufficient school capacity, based on adopted LOS standards, to accommodate the demand created by a proposed development.
 2. **Capacity** - "capacity" as defined in the FISH Manual.
 3. **Existing school facilities** – school facilities constructed and operational at the time a School Concurrency Application is submitted to the City.
 4. **FISH Manual** - the document entitled "Florida Inventory of School Houses (FISH)," 2006 edition, and that is published by the Florida Department of Education, Office of Educational Facilities (hereinafter the "FISH Manual").
 5. **Permanent FISH Capacity** - capacity that is added by "permanent buildings," as defined in the FISH Manual.
 6. **Planned school facilities** – school facility capacity that will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, pursuant to the School Board's adopted 5-Year Work Program.

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7. **Previously Approved Development** – development approved as follows:
 - a. Single family lots of record having received final plat approval prior to the effective date of the City’s School Concurrency Ordinance.
 - b. Multi-family residential development having received final site plan approval prior to the effective date of the City’s School Concurrency Ordinance.
 8. **Reserved capacity** – School facility capacity set aside for a development or use other than those set aside pursuant to a School Concurrency Application, including development that impacts schools but that is exempt from the terms of the City’s School Concurrency Ordinance.
 9. **Total school facilities** – Existing school facilities and planned school facilities.
 10. **Used capacity** – School facility capacity consumed by or reserved for preexisting development.
 11. **Work Program** - the financially feasible 5-year school district facilities work program adopted pursuant to section 1013.35, F.S.. Financial feasibility shall be determined using professionally accepted methodologies.
- (b) **School Capacity Calculations.** The School Board will determine whether adequate school capacity exists for a proposed development, based on the LOS standards, CSAs, and other standards set forth in this Agreement, as follows:
1. Calculate total school facilities by adding capacity provided by existing school facilities to the capacity of any planned school facilities.
 2. Calculate available school capacity by subtracting from the total school facilities the sum of:
 - a. Used capacity;
 - b. The portion of reserved capacity projected to be developed within three years;
 - c. The portion of previously approved development projected to be developed within three years; and
 - d. the demand on schools created by the proposed development.
- (c) **Concurrency Service Areas.** In determining whether there is sufficient school capacity to accommodate a proposed development, the School Board will:

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1. Consider whether the CSA in which the proposed development is situated has available school capacity, based on the formula above.
2. In the event that the CSA in which the proposed development is situated does not have available school capacity, the School Board will determine whether a contiguous CSA has available school capacity by:
 - a. Identifying the contiguous CSA with the most available school capacity for the particular type of school and assigning the demand from the proposed development to that CSA; and
 - b. Restructuring school attendance zones, or other operational components, such that the impacts of the proposed development will not cause the LOS standard in the CSA within which it is located to exceed the LOS standards set forth in this Agreement.

Section 5.6 Mitigation Alternatives

In the event that the School Board reports that mitigation may be accepted in order to offset the impacts of a proposed development, where the LOS standards set forth in this Agreement otherwise would be exceeded, the following procedure shall be used.

- (a) The applicant shall initiate in writing a mitigation negotiation period with the School Board in order to establish an acceptable form of mitigation, pursuant to Section 163.3180(c), F.S., the City's School Concurrency Ordinance, and this Agreement.
- (b) Acceptable forms of mitigation may include:
 1. The donation, construction, or funding of school facilities sufficient to offset the demand for public school facilities to be created by the proposed development; and
 2. The creation of mitigation banking within designated areas based on the construction of a public school facility in exchange for the right to sell capacity credits. Capacity credits shall be sold only to developments within the same concurrency service area or an adjacent concurrency service area;
 3. Establishment of a Charter School with facilities constructed in accordance with the State Requirements for Educational Facilities (SREF) and subject to guarantees that the facility will be conveyed to the School Board at no cost to the Board if the Charter School ceases to operate; and
 4. Establishment of an Educational Benefit District.
- (c) The following standards apply to any mitigation accepted by the School Board:

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1. Proposed mitigation must be directed toward permanent school capacity improvement identified in the School Board's financially feasible Work Program, which satisfies the demands created by the proposed development; and
 2. Relocatable classrooms will not be accepted as mitigation.
- (d) In accordance with section 163.3180(13)(e), F.S., the applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level: multiply the number of new student stations required to serve the new development by the average cost per student station. The average cost per student station shall include school facility development costs and land costs. Pursuant to Section 163.3180(13)(e)(2), F.S., the applicant's proportionate-share mitigation obligation will be credited toward any other impact fee or exaction imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

Summary of the Concurrency Evaluation and Proportionate Share Mitigation

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Step 1: Determine the number of students to be generated by the development

Number of Dwelling Units in the proposed development (by unit type)

MULTIPLIED BY

Student Generation Rate (by type of DU and by School Type)

EQUALS

Number Students Stations needed to serve the proposed development

Step 2: Comparing the available capacity to the number of student stations calculated in Step 1 to assess the need for mitigation

Available Capacity (see §5.5.3 (b) of this agreement)

MINUS

The Number of new Students Stations needed to accommodate the proposed development

EQUALS

The shortfall (negative number) or surplus (positive number) of capacity to serve the development

Step 3: Evaluating the available capacity in contiguous service areas
If Step 2 results in a negative number, repeat that step for one or more contiguous service areas. If this step results in a negative number, then proceed to step 4 to calculate the proportionate share mitigation.

Step 4: Calculating proportionate share mitigation

Needed additional Student Stations from Step 3

MULTIPLIED BY

Average cost per Student Station

EQUALS

Proportionate-Share Mitigation Obligation

- (e) If within 90 days of the date the applicant initiates the mitigation negotiation period, the applicant and the School Board are able to agree to an acceptable form of mitigation, a legally binding mitigation agreement shall be executed, which sets forth the terms of the mitigation, including such issues as the amount, nature, and timing of donations, construction, or funding to be provided by the developer, and any other matters necessary to effectuate mitigation in accordance with this Agreement. The mitigation agreement shall specify the amount and timing of any impact fee credits or reimbursements that will be provided by the City as required by state law.

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- (f) If, after 90 days, the applicant and the School Board are unable to agree to an acceptable form of mitigation, the School Board will report an impasse to the City in writing and the City will not issue a School Concurrency Determination for the proposed development.
- (g) The School Board may grant two (2) 90-day extensions to the mitigation negotiation period.
- (h) Mitigation must be proportionate to the demand for public school facilities to be created by actual development of the property.

Section 6 Implementation and Amendments

It is understood that the School Superintendent, the City representative and The Planning Commission Executive Director may, in the implementation and administration of this agreement, act on behalf of their respective Agencies in any manner that is customarily delegated. It is also understood that references to the School Superintendent, City representative or the Executive Director of The Planning Commission shall include their duly appointed representatives.

To the extent that the procedures and requirements referenced from the City's Land Development Code require interpretation and adjustment to meet the intent of this agreement, the Zoning Administrator may exercise discretion as prescribed by the City's Land Development Code.

This Agreement may be amended only by the written consent of the City and the School Board.

Section 7 Effective Date and Term

This Agreement shall become effective upon the signatures of the School Board and the City and shall remain in full force and effect for a period of five (5) years from the effective date. This Agreement may be earlier cancelled by mutual agreement of the School Board and the City, unless otherwise cancelled as provided or allowed by law. This Agreement may be extended as provided or allowed by law, or upon the mutual consent of the School Board and the City, for an additional five (5) years, on the same terms and conditions as provided herein, provided that the party seeking an extension gives written notice to the other party of such intent to extend no later than one (1) year prior to the expiration of the then current term, and the other party agrees in writing to such extension. Pursuant to Section 1.2 herein this Agreement shall be reviewed annually.

Section 8 Resolution of Disputes

If the parties to this agreement are unable to resolve any issue(s) in which they may be in disagreement that are covered in this Agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes, as amended from time to time, or any other acceptable means of alternative dispute resolution. Each party shall bear its own attorney's fees.

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Section 9 Applicability of School Site Criteria and Standards

9.1 Pursuant to 1013.33(15) existing educational facilities shall be considered consistent with the City's local government Comprehensive Plan. School sites owned, or reserved in approved development plans prior to March 31, 2003 and those sites acquired between October 1, 1996 and March 31, 2003 are exempt from the requirements of Section 3.2 herein.

9.2 The City's review or approval is not required for:

a). Relocatables as follows:

- 1) The placement of temporary (two years or less) classrooms (relocatables) for the purpose of renovation or construction;
- 2) The placement of relocatables intended to expand the capacity of permanent school facilities which results in a 5 percent increase or less in the student capacity of the permanent school facility.

b). Renovation or construction on existing school sites, with the exception of construction that changes the primary use of a facility, including stadiums, or results in a 5 percent increase or less in the student capacity of the permanent school facility.

c). School sites that have been and/or will be specifically designated within development plans approved by the City. Such sites shall be subject to the conditions, standards and procedures established for such development plans. . If no detail site plan has been approved, development of the school site shall follow Section 4 Site Design/Development Plan Review, as stated above.

9.3 If the School Board submits an application to expand an existing school site, when required, the City may impose development standards and conditions on the expansion in a manner consistent with Section 1013.51(1), Florida Statutes.

9.4 Construction on all other sites shall be subject to the provisions contained herein.

Section 10 Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law."

Section 11 Notice and General Conditions

11.1 All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

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City of Tampa: Land Development Coordination, 306 East Jackson Street, Tampa, FL 33602

School Board: Chief Facilities Officer, 901 East Kennedy Blvd., Tampa, FL 33602

The Planning Commission: Executive Director, 601 East Kennedy Blvd., 18th Floor, Tampa, FL 33601

- 11.2 Title and Paragraph headings are for convenient reference and are not intended to confer any rights of obligations upon the parties to this Agreement.

**City of Tampa
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IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the City by its Mayor and the seal of the City affixed hereto and attested by the City Clerk/Deputy City Clerk and the School Board of Hillsborough County, Florida by its Chairman and its corporate seal affixed hereto and attested by the Superintendent of Schools on this _____ day of _____, 2006.

ATTEST:

SCHOOL BOARD OF
HILLSBOROUGH COUNTY, FL

MARYELLEN ELIA, Superintendent of Schools

CAROLYN BRICKLEMYER, Chair

CITY OF TAMPA

City Clerk/Deputy City Clerk, City of Tampa

Mayor

Deputy Clerk
Approved as to form

The Planning Commission, by executing this Interlocal Agreement, accepts and agrees that its role, pursuant to this Agreement, is limited to the provision of those planning services described herein.

Upon mutual agreement of the City and the School Board, amendments to this Agreement may be made as needed in addition to the annual renewal. Amendments proposed to this Agreement and accepted by the School Board and the City, which do not affect The Planning Commission's responsibilities hereunder, will not require approval by The Planning Commission.

HILLSBOROUGH COUNTY CITY-COUNTY PLANNING COMMISSION

BRUCE P. CURY, Chairperson

ROBERT B. HUNTER, Executive Director