

## INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

This agreement is entered into between Marion County, Florida, (hereinafter referred to as "County"), the City of Ocala, City of Belleview, City of Dunnellon, Town of Reddick and Town of McIntosh, (hereinafter referred to as "Cities"), and the School Board of Marion County, Florida (hereinafter referred to as "School Board").

WHEREAS, the County, Cities and the School Board recognize their mutual obligation and responsibility for the education and general well-being of the children within their community; 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 placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Section 163.3177 Florida Statutes requires the coordination of planning between School Board and local governing bodies to include the integration of the educational facilities plan and applicable policies and procedures of the School Board with the local comprehensive plan and implementing land development regulations of the appropriate local governing bodies; 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 their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.31777 Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

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

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NOW THEREFORE, be it mutually agreed between the School Board, Marion County and the Cities of Ocala, Belleview, Dunnellon, Reddick and McIntosh, that the following procedures will be followed in coordinating land use and public school facilities planning:

## Section 1. Joint Meetings

1.1 A Technical Working Group consisting of appropriate staff from the County, School Board, and Cities will, at a minimum, meet on a semi-annual basis to discuss issues and formulate recommendations regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school and ensure safe student access. Representatives from the Regional Planning Council will also be invited to attend. The Marion County Planning Director shall schedule the semi-annual meetings and provide notice to the working group of the meeting date and location. The County, School Board and Cities shall be responsible for selecting the individual(s) providing representation. Any party to this agreement may request additional meetings as needed by providing a request to the Marion County Planning Director who shall then provide notification of the requested meetings to all parties to the working group. The working group shall be advisory only and shall have no authority to change land use or to withhold the issuance of permits.

1.2 One or more representatives of the County Commission, the governing body of each City, and the School Board will meet, at a minimum, at least once annually in joint workshop sessions. A representative of the Regional Planning Council will also be invited to attend. The joint workshop sessions will be opportunities for the County Commission, the City Commissions or Councils, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities. The Marion County Administrator shall be responsible for scheduling and providing notification of the joint workshop sessions.

## Section 2. Student Enrollment and Population Projections

2.1 In fulfillment of their respective planning duties, the County, Cities, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. Countywide five-year population and student enrollment projections shall be revised annually and provided at the first Technical Working Group meeting described at subsection 1.1.

2.2 The School Board shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, where available, as modified by the School Board based on development data and agreement with the

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local governments and the Office of Educational Facilities and SMART Schools Clearinghouse. The School Board may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request the School Board will coordinate with the Cities and County regarding development trends and future population projections. In preparing the county wide population projection, relevance will be placed on the average of the medium and high population projections developed by the University of Florida Bureau of Economic and Business Research.

2.3 The School Board, working with the County and Cities, will use the information described in Section 3.3 to allocate projected student enrollment into sub-county planning sectors so that the district-wide projections are not exceeded. The planning sectors will be established by mutual consent of the School Board and local government staff. The allocation of projected student enrollment will be determined at the first Technical Working Group meeting described in subsection 1.1.

### Section 3. Coordinating and Sharing of Information

3.1 Tentative District Educational Facilities Plan: Each year, the Superintendent of Schools shall forward to the County and each City the tentative 5-year district facilities work plan prior to adoption of the plan and the School District budget. The plan will be consistent with all applicable statutory requirements. The Cities and County shall review the plan and comment to the School Board within 45 days on the consistency of the plan with the local comprehensive plan, whether a comprehensive plan amendment will be necessary for any proposed educational facility, and whether the local government supports a necessary comprehensive plan amendment. If the local government does not support a comprehensive plan amendment, the matter shall be resolved pursuant to Section 8 of this agreement.

3.2 Educational Plant Survey: At least one year prior to preparation of the Educational Plant Survey update, the Technical Working Group established in subsection 1.1 will assist the School Board in an advisory capacity in the preparation of the update. The Educational Plant Survey shall be consistent with the requirements of Section 1013.31 Florida Statutes, and include at least an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each in coordination with the land use plan. The Technical Working Group will evaluate and make recommendations regarding the location and need for new, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan and relevant issues listed at subsections 4.3, 6.6, 6.7, and 7.1 of this agreement.

3.3 Growth and Development Trends: By March 1<sup>st</sup> of each year, local governments will provide the school board with a report on growth and development trends within their jurisdiction. This report will be in tabular, graphic, and textual formats and will include the following:

- (a) the type, number, and location of residential units which have received zoning approval or site plan approval;
- (b) information regarding future land use map amendments which may have an impact on school facilities;

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- (c) building permits issued for the preceding year and their location;
- (d) information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students; and
- (e) the identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval.

## Section 4. School Site Selection, Significant Renovations, and Potential School Closures

4.1 The School Board will establish a Public Schools Advisory Committee for the purpose of reviewing potential sites for new schools and proposals for significant renovation and potential closure of existing schools. Based on information gathered during the review, the Committee will issue comments to the superintendent or designee about the merits of the sites. The Public Schools Advisory Committee will be a standing committee and will meet on an as needed basis. In addition to appropriate members of the School Board, the Committee will include at least one staff member of the County and a representative from each of the Cities.

4.2 When the need for a new school is identified in the district educational facilities plan, the Public Schools Advisory Committee will develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the district educational facilities plan for significant renovation and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan, including, as applicable: environmental suitability, transportation and pedestrian access, availability of infrastructure and services, safety concerns, land use compatibility and other relevant issues. In addition, the issues identified in subsection 4.3 of this agreement will be considered by both the local government and Public Schools Advisory Committee as each site or school is evaluated. Based on the information gathered during this review, for new schools, the Committee will issue comments to the Superintendent or designee about the merits of the sites. For significant renovations and potential closures, the Committee will make appropriate recommendations.

4.3 An analysis of the following will be presented by the School District Staff and will be considered by the Public Schools Advisory Committee, the School Board, and the Local Governments when evaluating new school sites and significant renovations and potential closure of existing schools:

- a. The location of schools proximate to urban residential development and contiguous to existing school sites, and which provide logical focal points for community activities and serve as the cornerstone for innovative urban design, including opportunities for shared use and collocation with other community facilities;
- b. The location of elementary schools proximate to and within walking distance of the residential neighborhoods served;

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- c. The location of high schools on the periphery of residential neighborhoods, with access to major roads;
- d. Compatibility of the school site with present and projected uses of adjacent property;
- e. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization, efficient use of existing infrastructure, and the discouragement of urban sprawl;
- f. Site acquisition and development costs;
- g. Safe access to and from the school site by pedestrians and vehicles;
- h. Existing or planned availability of adequate public facilities and services to support the school;
- i. Environmental constraints that would either preclude or render cost infeasible for the development or significant renovation of a public school on the site;
- j. Adverse impacts on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource;
- k. The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements;
- l. The proposed location is not in conflict with the local government comprehensive plan, stormwater management plans, or watershed management plans;
- m. The proposed location is not within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan;
- n. The proposed site can accommodate the required parking, circulation and queuing of vehicles;
- o. The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

4.4 At least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within 45 days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 235.193(12), Florida Statutes.

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## Section 5. Supporting Infrastructure

5.1 In conjunction with the preliminary consistency determination described at subsection 4.4 of this agreement, 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 or the proposed significant renovation of an existing 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. Local Planning Agency, Comprehensive Plan Amendments, Rezoning, and Development Approvals

6.1 The County and Cities will include a nonvoting representative appointed by the School Board on the local planning agencies, or equivalent agencies, to attend those meetings at which the agencies consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The Cities and County may, at their discretion, grant voting status to the school board member.

6.2 The School Board will appoint a representative, as a non-voting member, to serve on the County's development review committee. In addition, the School Board representative will be invited to participate in the Cities' staff development review committees, or equivalent body, when development and redevelopment proposals are presented, which could have a significant impact on student enrollment or school facilities.

6.3 The County and the Cities agree to give the School Board notification of amendments to the comprehensive plan future land use map, rezonings, developments of regional impact, and other major residential or mixed-use development projects pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice will be provided at least 30 days prior to approval of the application.

6.4 Within 21 days after notification by the local government, the School Board will advise the local government of the school enrollment impacts anticipated to result from the proposed land use application or development proposal, and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities.

6.5 If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board will specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer will collaborate to find means to ensure sufficient capacity will exist to accommodate the development, such as, developer contributions, project phasing, or developer provided facility improvements.

6.6 In reviewing and approving comprehensive plan amendments, rezonings, and development proposals, the county and cities will consider the following issues:

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

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

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

### Section 7. Co-location and Shared Use

7.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing the annual update to the 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 with public schools will be considered for libraries, parks, recreational 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.

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7.2 One or more separate agreements will be developed for each instance of co-location and shared use which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from co-location and shared use.

## Section 8. Resolution of Disputes

8.1 If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes.

## Section 9. Oversight Process

9.1 The Public Schools Advisory Committee as described in Section 4.1, shall be responsible for an annual assessment report of the effectiveness of this agreement. The report will be made available to the public and presented at a meeting with the date and time to be designated by the Superintendent of Schools or designee.

## Section 10. Amendments to this Agreement

10.1 The County will forward amendments to this interlocal agreement to the state planning agency within thirty days after execution by the parties for review consistent with Chapter 163.3177 F.S.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by Marion County, Florida this 7th day of October, 2003.

BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA

ATTEST:



DAVID R. ELLSPERMANN, CLERK



PARNELL TOWNLEY, CHAIRMAN

Approved as to Form  
and Legal Sufficiency

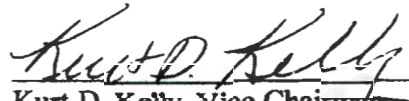


Gordon Johnston, County Attorney

ATTACHMENT H

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by The School Board of Marion County, Florida this 28th day of October, 2003.

SCHOOL BOARD OF  
MARION COUNTY, FLORIDA

  
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Kurt D. Kelly, Vice Chairman

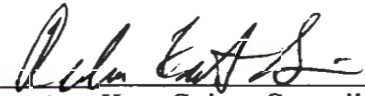
ATTEST:

  
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ATTACHMENT H

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the City of Ocala, Florida, this 14<sup>th</sup> day of October, 2003.


CITY OF OCALA, FLORIDA

  
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Reuben Kent Guinn, Council President

ATTEST:

  
\_\_\_\_\_  
Valerie J. Forster, City Clerk  
Deputy City Clerk

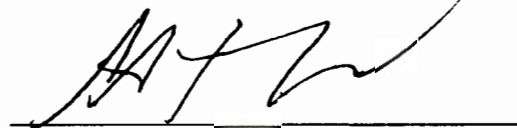
Approved as to form and legality:

  
\_\_\_\_\_  
Patrick G. Gilligan, City Attorney

ATTACHMENT H

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the City of Belleview, Florida, this 18 day of November, 2003.

CITY OF BELLEVIEW, FLORIDA

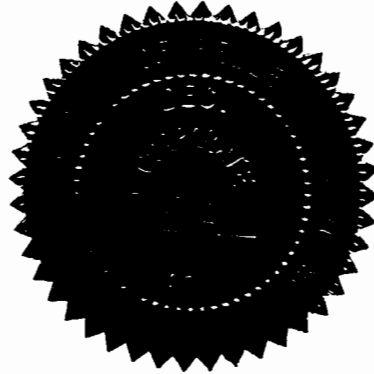


STEVE BAIRSTOW  
Mayor

ATTEST:



SANDI MCKAMEY, CMC, CPM  
City Clerk/Administrator

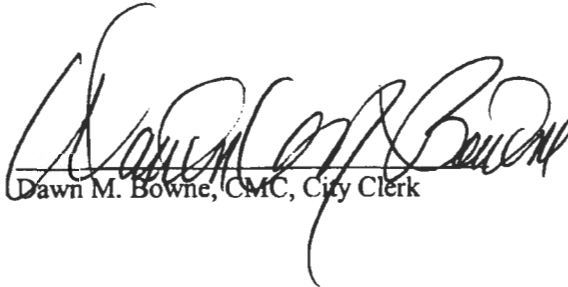


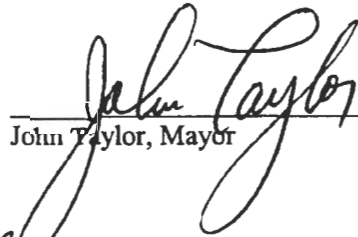
ATTACHMENT H

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the City of Dunnellon, Florida, this 13<sup>th</sup> day of October, 2003.

CITY OF DUNNELLON, FLORIDA

ATTEST:

  
Dawn M. Bowne, CMC, City Clerk

  
John Taylor, Mayor

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IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the Town of Reddick, Florida this 13<sup>th</sup> day of October, 2003.

TOWN OF REDDICK

ATTEST:

Lee Fanelli  
CLERK

James P. Sharp  
Mayor

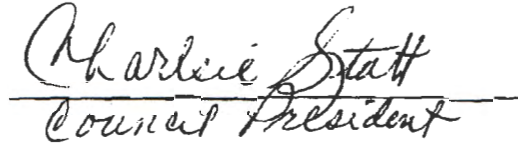
ATTACHMENT H

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the Town of McIntosh, Florida, this 17 day of September, 2003.

ATTEST:

  
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TOWN OF McINTOSH

  
\_\_\_\_\_ Council President