

JOINT MEETING AGENDA



Stuart City Commission Martin County Board of County Commissioners Martin County School Board

Thursday, February 13, 2020 – 9:00 am
John F. & Rita M. Armstrong Wing, Blake Library
2351 SE Monterey Road, Stuart

- I. **Call to Order and Pledge of Allegiance**
Harold Jenkins, Chairman, Martin County Board of County Commissioners
- II. **Introductions and Opening Comments**
Harold Jenkins, Chairman, Martin County Board of County Commissioners
Mike Meier, Mayor, Stuart City Commission
Marsha Powers, Chair, Martin County School Board
- III. **Public Comments**
- IV. **County and City Capital Improvement Programs**
George Dzama, Capital Projects Manager, Martin County BOCC
- V. **Growth and Development Trends**
Samantha Lovelady, AICP, Principal Planner, Martin County BOCC
- VI. **School District Enrollment Count and Population Projections**
Kimberly Everman, Capital Projects Planning Specialist, Martin County School District
- VII. **City Public Works Department Update**
David Peters, Public Works Director, City of Stuart
- VIII. **Pineland Prairie Discussion**
Requested by Michael DiTerlizzi, Martin County School Board
- IX. **Interlocal Agreement for School Facility Planning and Siting Update**
Nicki van Vonno, Growth Management Department Director, Martin County BOCC
- X. **Concurrency Interlocal Agreement**
Mark Sechrist, Director of Facilities, Martin County School District
Kimberly Everman, Capital Projects Planning Specialist, Martin County School District
- XI. **School District Environmental Initiatives**
Laura Holmedal, Director of Food & Nutrition Services, Martin County School District
Valerie Gaynor, Coordinator of Science, Martin County School District

- XII. **Lake Okeechobee System Operating Manual (LOSOM) Activities Update**
Jim Gorton, Deputy Public Works Director, Martin County BOCC
John Maehl, Ecosystem Restoration and Management Manager, Martin County BOCC
Kathy FitzPatrick, Coastal Engineer, Martin County BOCC
- XIII. **Additional Items as Needed**
- XIV. **Open to the Board(s)**
- XV. **Adjournment**

NOTICE: In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday. If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

IV.

MARTIN COUNTY ►
PUBLICWORKS
@WORK

FEBRUARY 13, 2020



NEIGHBORHOOD RESTORATION FY20 CONSTRUCTION PROJECTS

- ▶ North River Shores
Drainage & Sewer
Resurfacing

Started July 2018
Complete
Complete



MARTIN COUNTY
PUBLICWORKS
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NEIGHBORHOOD RESTORATION FY20 CONSTRUCTION PROJECTS

- | | |
|------------------------------|-----------------------------------|
| ▶ Vista Salerno | Complete |
| ▶ Palm Lake Park
Drainage | Started December 2018
Complete |
| ▶ Tropical Farms | Starting February 2020 |
| ▶ Heritage Ridge- Phase 2 | Starting February 2020 |
| ▶ Golden Gate | Started August 2019 |



Vista Salerno



NEIGHBORHOOD RESTORATION FY20 DESIGN PHASE PROJECTS

- ▶ Old Palm City
- ▶ Port Salerno
- ▶ New Monrovia / Cove Ridge
- ▶ Sunset Trail Corridor
- ▶ Hibiscus Park
- ▶ Harbor Estates / Linden St.
- ▶ Gomez Corridor



**Old Palm City Neighborhood Restoration
Site Map**



FY20 RESURFACING PROJECTS

- ▶ Dixie Highway - Monterey to 5th Street (Beginning Design)
- ▶ Dixie Highway - Jefferson to Indian Street (Design in Progress)
- ▶ SE Cove Road - SR 76 to US 1 (Construction-February 2020)





BRIDGE PROJECTS

- ▶ Dixie Hwy/ Manatee Creek Culvert Replacement Completed August 2019
- ▶ Cove Rd/ Manatee Creek Culvert Replacement Starting April 2020
- ▶ Dixie Hwy / East Fork Creek Starting Fall 2020
- ▶ Murphy Road Bridge Starting Fall 2020



**Dixie Hwy / Manatee Creek
Culvert Replacement**



CRA PROJECTS

- ▶ Bridge Rd Main St Improvements Construction August 2019- August 2020
- ▶ Mapp Road Center Town Center Construction February 2020- January 2021
- ▶ Gomez Affordable Housing Construction March 2020 - November 2020



Bridge Rd Main Street



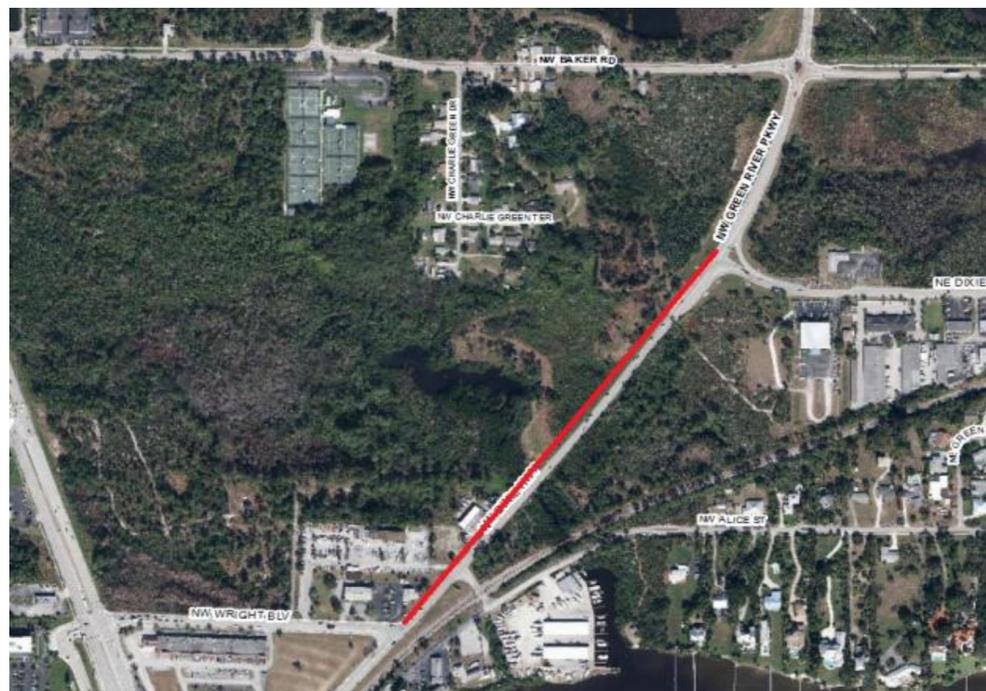
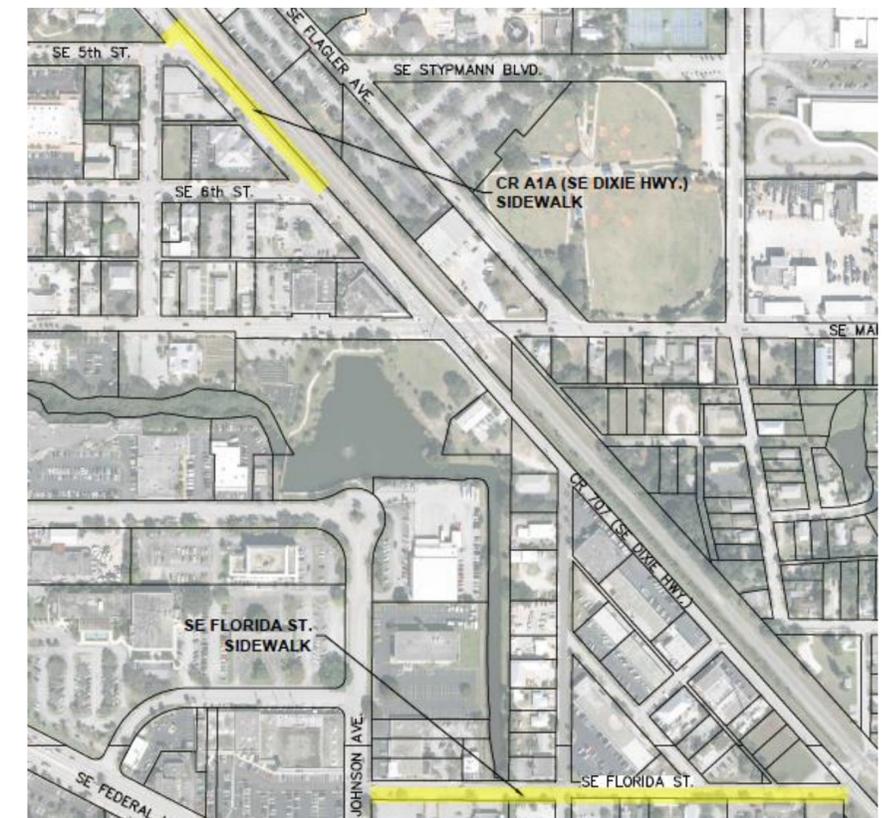


CITY/ SCHOOL BOARD/ LAP PROJECTS

Port Salerno Sidewalks Safe Route to Schools-Construction Starting February 2020



NW Dixie Highway - Florida Street Sidewalk Design Spring 2020



Dixie Highway Sidewalk Construction Starting March 2020



MARTIN COUNTY
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Growth and Development Trends

February 2020

Martin County Growth Management Department

Nicki van Vonno, AICP
Director

Samantha Lovelady, AICP
Principal Planner

City of Stuart Development Department

Kevin Freeman
Development Director



Martin County Growth Management Department
2401 SE Monterey Road
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Growth and Development Trend Report For the Martin County School Board

The Interlocal Agreement for School Facility Planning was approved by the City of Stuart, the School Board of Martin County, and the Martin County Board of County Commissioners at a joint meeting on November 17, 2003, and updated on March 11, 2008. It requires that the County and City provide the School Board with an annual report on growth and development trends within their jurisdiction. The report is to include:

1. the type, number, and location of residential units which have received zoning or site plan approval;
2. information regarding future land use map amendments which may have an impact on school facilities;
3. building permits issued for the preceding year and their location;
4. information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students;
5. information regarding the conversion of residential units or properties into nonresidential uses;
6. the identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval;
7. the identification of any lapsed development orders issued which permitted residential units; and
8. population projections apportioned geographically per CSA as described in Section 6.4.1 of the Agreement.

Section I of this report provides the information required in Section 2.4.3 of the Interlocal Agreement. Section II provides additional information. City of Stuart information has been added where appropriate. Electronic data files are provided separately to the School Board Capital Projects Planning Specialist.

Except where noted, data in this report is produced by the Martin County Growth Management Department and the City of Stuart Planning Division. Inquiries should be directed to the Martin County Growth Management Department.

Section I

1. The type, number, and location of residential units that received zoning or site plan approval in 2019: (SF – Single Family, TH – Townhouse, MF – Multifamily, Apts. – Apartments)

Unincorporated County, Calendar Year 2019

Project	Location	Type	Units
Altis Minor	Hobe Sound	MF	4
River Oaks	Palm City	SF	21
Cove Royale	Cove Road	SF	118
Hunter Lake	Salerno Road	SF	20
			163

City of Stuart, Calendar Year 2019

Housing units approved	
Single family	11
Townhomes	308
Apartments	765
Condos	40
	1,124

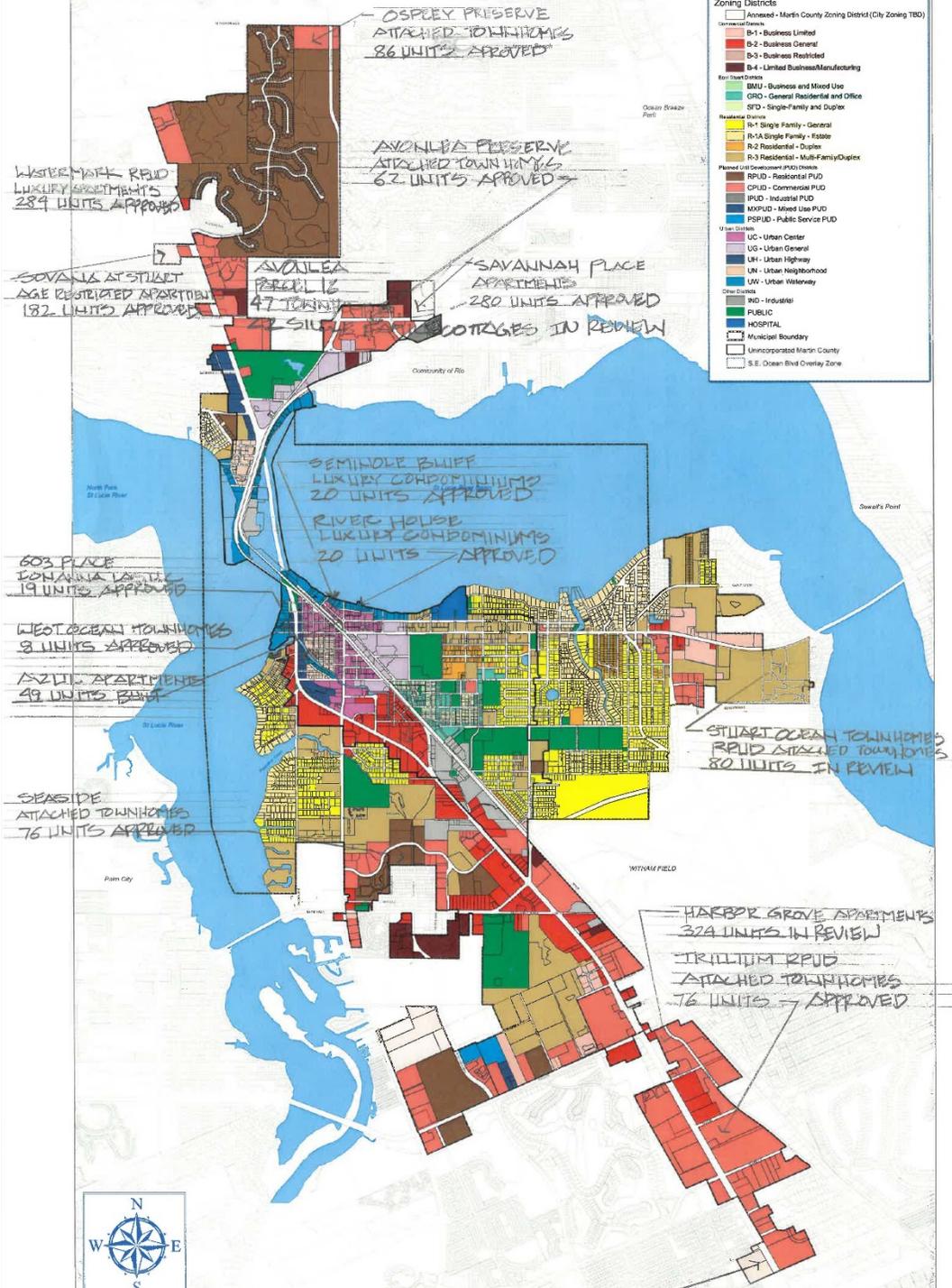
See map below.

Zoning Map Stuart, Florida

Development Department
November 1, 2017

Legend

Zoning Districts	
[White Box]	Annexed - Martin County Zoning District (City Zoning TRD)
Commercial Districts	
[Red Box]	B-1 - Business Limited
[Dark Red Box]	B-2 - Business General
[Light Red Box]	B-3 - Business Restricted
[Brown Box]	B-4 - Limited Business/Manufacturing
Office Districts	
[Green Box]	BMU - Business and Mixed Use
[Light Green Box]	GRD - General Residential and Office
[Yellow Box]	SFD - Single-Family and Duplex
Residential Districts	
[Light Yellow Box]	R-1 Single Family - General
[Yellow Box]	R-1A Single Family - Estate
[Orange Box]	R-2 Residential - Duplex
[Light Orange Box]	R-3 Residential - Multi-Family/Duplex
Planned Unit Development (PUD) Districts	
[Dark Brown Box]	RPUD - Residential PUD
[Red Box]	CPUD - Commercial PUD
[Light Red Box]	IUD - Industrial PUD
[Dark Blue Box]	MPUD - Mixed Use PUD
[Light Blue Box]	PSPUD - Public Service PUD
Urban Districts	
[Light Blue Box]	UC - Urban Center
[Medium Blue Box]	UG - Urban General
[Dark Blue Box]	UH - Urban Highway
[Light Blue Box]	UN - Urban Neighborhood
[Dark Blue Box]	UL - Urban Village
Other Districts	
[Green Box]	IND - Industrial
[Light Green Box]	PUBLIC
[Blue Box]	HOSPITAL
[Dashed Line]	Municipal Boundary
[Dotted Line]	Unincorporated Martin County
[Light Blue Box]	S.E. Ocean Blvd Overlay Zone



Disclaimer:
This Geographic Information System product, from the City of Stuart, is provided to the public as a courtesy and public record. It should not be relied upon or used as a final determination or designation of images, boundaries, zoning or other land use or development restrictions, designations or otherwise. The City does not warrant, guarantee or make any representations regarding the use or the results of the use of the information provided by you to the City. In cases of for completeness, accuracy, reliability, timeliness, or otherwise. If you need current or complete zoning, development or land use information or designations, you should consult with a professional and separately request an official zoning verification from the City.



Village of Indiantown, Calendar Year 2019

The Village of Indiantown approved Casa Bella Apartments with 10 multifamily units.

2. Information regarding future land use map amendments which may have an impact on school facilities

Martin County approved 1 Future Land Use amendment in the 2019 cycle that resulted in residential density.

- CPA 19-09, Realty Trust Parcels, maximum of 47 units

The City of Stuart did not report any Future Land Use amendments in the 2019 cycle that resulted in an increase of residential units.

3. Building permits issued for the preceding calendar year

Martin County issued 272 single family permits, 38 multifamily permits and 6 mobile home permits.

The City of Stuart issued 292 multifamily permits and 9 single family permits.

• Unincorporated Units Associated with Permits Issued, by Year

Type	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Single-family	162	183	268	414	324	304	283	281	347	272
Duplex	0	0	0	0	2	4	10	0	0	0
Multi-family	32	19	21	0	8	11	86	46	0	38
Mobile home	2	2	2	4	2	5	0	1	10	6
Total	196	204	291	418	336	304	379	328	357	316

4. Information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students.

None.

5. Information regarding the conversion of residential units or properties to nonresidential units;

None.

6. The identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval.

None.

7. The identification of any lapsed development orders issued which permitted residential units.

None.

Section II

Estimated and Projected Population

The 2018 estimates for population for municipalities are provided below.

1. 2018 Estimates from the Bureau of Economic and Business Research (BEBR) provided to the Florida Office of Demographic Research

Municipality	2018 Estimate
Indiantown	6,707
Jupiter Island	826
Ocean Breeze Park	163
Sewall's Point	2,078
Stuart	16,425
Unincorporated	129,357
Total	155,556

2. Municipalities (2018)

Municipalities City/County	2010	2016	2020	2025	2030	2035	2040	2045
Total County	146,318	150,870	157,481	164,293	169,749	174,300	178,077	181,312
Jupiter Island	817	810	810	810	810	810	810	810
Ocean Breeze Park	355	343	1,030	1,030	1,030	1,030	1,030	1,030
Sewalls Point	1,996	2,002	2,099	2,109	2,119	2,121	2,123	2,125
Stuart	15,593	16,197	16,906	17,638	18,224	18,712	19,118	19,465
Unincorporated	127,557	131,518	136,636	142,706	147,567	151,627	154,997	157,882

Source: Florida Office of Demographic Research, adjusted locally.

3. Unincorporated Martin County Planning Areas (2018)

Comprehensive Plan Planning Areas	2010	2016	2020	2025	2030	2035	2040	2045
N. River Shores	4,848	5,189	5,698	6,224	6,645	6,996	7,287	7,537
North County	17,237	17,772	18,571	19,395	20,054	20,604	21,061	21,452
Hutchinson Island	2,691	2,788	2,933	3,082	3,201	3,301	3,383	3,454
Stuart Urban	17,920	18,564	19,334	20,128	20,764	21,294	21,734	22,111
Palm City	23,120	24,380	26,264	28,205	29,760	31,057	32,133	33,055
Port Salerno/76 Corridor	22,248	22,550	23,001	23,466	23,838	24,149	24,407	24,628
Mid County	9,994	10,372	10,938	11,520	11,987	12,376	12,699	12,976
South County	37,952	38,887	40,285	41,725	42,878	43,841	44,639	45,323
Indiantown/West County	10,308	10,368	10,457	10,549	10,622	10,683	10,734	10,778
Total County	146,318	150,870	157,481	164,293	169,749	174,300	178,077	181,312

Source: Florida Office of Demographic Research, adjusted locally.

The Stuart Urban planning area is for Martin County statistical planning and not based on Stuart City limits.

Martin County Joint City, County, School District Meeting

February 13, 2020



1

Interlocal Agreement Requirement

- Section 2.2.2 The County and City shall address...large scale development projects currently under review.

2

Martin County

- Residential projects:
 - 159 SF units
 - 4 MF units
- Total 163 units
- 316 New Residential Permits

Source: Growth Management Department

3

CITY OF STUART

BUILDING PERMITS ISSUED
Single Family: 9
Multi Family: 292

PLANNING APPROVALS:
Condos: 40
Townhomes: 308
Apartments: 765
Single Family: 11
Total: 1,124



HOUSING UNITS IN REVIEW
Townhomes: 127
Apartments: 604
Single family: 40
Total: 771

4

Village of Indiantown

- Residential units:
 - Casa Bella Apartments
 - 10 MF units

Source: Growth Management Department

VI

Martin County School District

2019 Enrollment Report



FEBRUARY 13, 2020

**JOINT MEETING OF CITY OF STUART,
MARTIN COUNTY SCHOOL DISTRICT,
MARTIN COUNTY BOARD OF COUNTY
COMMISSIONERS**

BLAKE LIBRARY

Outline



- **Enrollment Context**
- **Fall Enrollment by Grade Comparison**
- **Fall Enrollment by School Comparison**
- **District-Wide Fall Enrollment**

Enrollment Context



- Who: Students in District owned buildings - *COFTE
 - Included In COFTE Count
 - ESE Pre-K
 - Not Included in COFTE Count
 - Charter Schools (CALC, HOPE & TCCA)
 - Home Schooled
 - Private School
 - Infants and Toddlers
 - River Bend Academy
 - Hospital Home Bound
 - Martin County Jail
 - McKay Scholarship
 - Voluntary Pre-K
 - Virtual School
 - Adult Ed and various other programs not in School District owned facilities
- When: October 11, 2019 Enrollment Count

Fall Enrollment Report

Grade Comparison



Traditional Schools	2018	2019	Difference	
	Enrollment	Enrollment	Actual	%
COFTE ENROLLMENT				
Elementary	7863	7687	-176	-2.24%
*Middle	4319	4314	-5	-0.12%
High	5606	5552	-54	-0.96%
Total	17788	17553	-235	-1.32%
Alternative Schools				
Willoughby Learning Center	84	89	5	5.95%
Spectrum Academy	101	109	8	7.92%
Total	185	198	13	7.03%

*(includes 5th grade from Warfield Elem at Indiantown Middle School)

FALL ENROLLMENT REPORT SUMMARY



- **OVERALL, THE DISTRICT IS DOWN BY <1.32%> FROM 2018 FALL ENROLLMENT FOR THE TRADITIONAL SCHOOLS**
- **LARGEST DECREASE AT ELEMENTARY AND ONLY A SLIGHT DECREASE IN MIDDLE SCHOOL POPULATIONS**
- **ALTHOUGH THE CURRENT HIGH SCHOOL DATA SHOWS A DECREASE FROM 2018 TO 2019, ALL 3 SCHOOLS ARE STILL AT HIGH UTILIZATION RATES, 96% AND ABOVE**

Fall Enrollment By School

Elementary Schools



Elementary Schools	2018	2019	Difference	
	Enrollment	Enrollment	Actual	%
Bessey Creek	576	566	(10)	-1.74%
Citrus Grove	676	684	8	1.18%
Crystal Lake	576	512	(64)	-11.11%
Felix A. Williams	618	604	(14)	-2.27%
Hobe Sound	608	566	(42)	-6.91%
J.D. Parker	638	614	(24)	-3.76%
Jensen Beach	588	599	11	1.87%
Palm City	634	569	(65)	-10.25%
Pinewood	789	803	14	1.77%
Port Salerno	786	782	(4)	-0.51%
Seawind	626	586	(40)	-6.39%
Warfield	748	802	54	7.22%
Total	7863	7687	(176)	-2.24%

*(does not include Willoughby Learning Center)

Fall Enrollment Summary - Elementary



➤ **ELEMENTARY SCHOOLS OVERALL EXPERIENCED A DECREASE IN ENROLLMENT FROM FALL 2018 <-2.24%>**

➤ **THE LARGEST INCREASE IN POPULATION WAS WARFIELD ELEMENTARY GAINING 54 STUDENTS, A GROWTH INCREASE OF 7.22%**

➤ **THE LARGEST DECREASE IN POPULATION WAS CRYSTAL LAKE ELEMENTARY REDUCING BY 64 STUDENTS, A GROWTH DECREASE OF <-11.11%>**

Fall Enrollment By School

Middle Schools



Middle Schools	2018	2019	Difference	
	Enrollment	Enrollment	Actual	%
Dr. Anderson	1066	1106	40	3.75%
Hidden Oaks	1031	1028	-3	-0.29%
Indiantown	632	642	10	1.58%
Murray	718	663	-55	-7.66%
Stuart	872	875	3	0.34%
Total	4319	4314	-5	-0.12%

Fall Enrollment Summary - Middle



- **MIDDLE SCHOOLS OVERALL EXPERIENCED A VERY SLIGHT DECREASE IN ENROLLMENT FROM FALL 2018 <-0.12%>**
- **THE LARGEST INCREASE IN POPULATION WAS DAVID ANDERSON MIDDLE GAINING 40 STUDENTS, A GROWTH INCREASE OF 3.75%**
- **THE LARGEST DECREASE IN POPULATION WAS MURRAY MIDDLE REDUCING POPULATION BY 55 STUDENTS, A GROWTH RATE REDUCTION OF <-7.66%>**

Fall Enrollment By School High Schools & Alternative Schools



High Schools	2018	2019	Difference	
	Enrollment	Enrollment	Actual	%
Jensen Beach	1485	1481	-4	-0.27%
Martin County	2183	2173	-10	-0.46%
South Fork	1938	1898	-40	-2.06%
Total	5606	5552	-54	-0.96%
High Schools	2018	2019	Difference	
	Enrollment	Enrollment	Actual	%
Willoughby	84	89	5	5.95%
Spectrum	101	109	8	7.92%
Total	185	198	13	7.03%

Fall Enrollment Summary High & Alternative



➤ **HIGH SCHOOLS OVERALL EXPERIENCED A DECREASE IN ENROLLMENT FROM FALL 2018 <-0.96%>**

➤ **SOUTH FORK HIGH SCHOOL SAW THE LARGEST DECREASE OF STUDENTS BY 40, GROWTH DIFFERENCE OF <-2.06%>**

➤ **NONE OF THE HIGH SCHOOLS HAD AN INCREASE IN POPULATION. ALTHOUGH ALL OF OUR HIGH SCHOOLS REMAIN AT A VERY HIGH UTILIZATION RATE**

➤ **FOR ALTERNATIVE SCHOOLS, THE DISTRICT SAW SLIGHT INCREASE FROM FALL 2018, A GROWTH INCREASE OF <-7.03%>**

Questions



Thank You

VII.

CITY OF STUART

PUBLIC WORKS DEPARTMENT

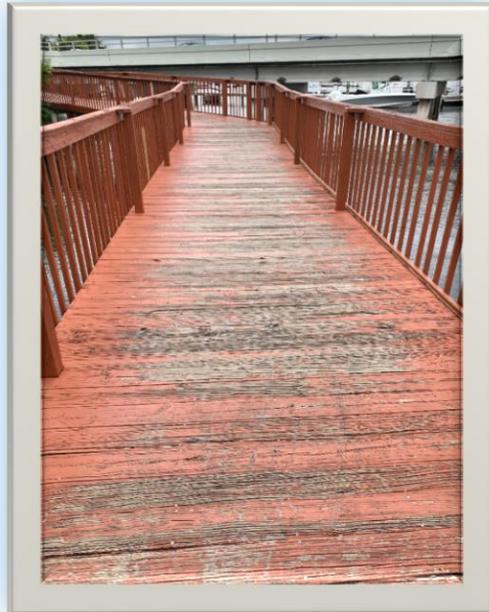
February 13, 2020



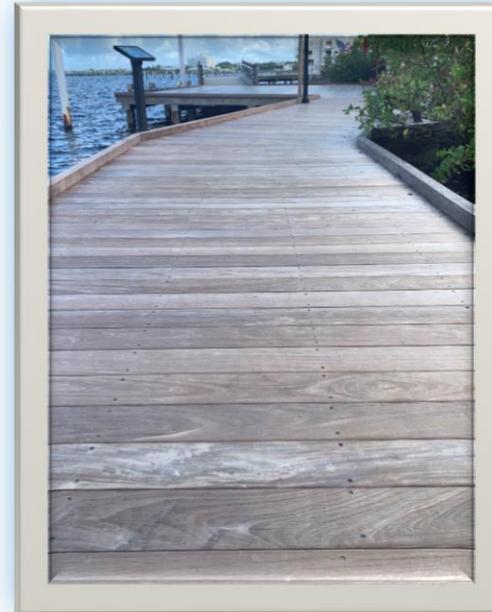
TRANSPORTATION PROJECTS

- COMPLETED PROJECTS

- Downtown Riverwalk Decking Replacement – completed November 2019



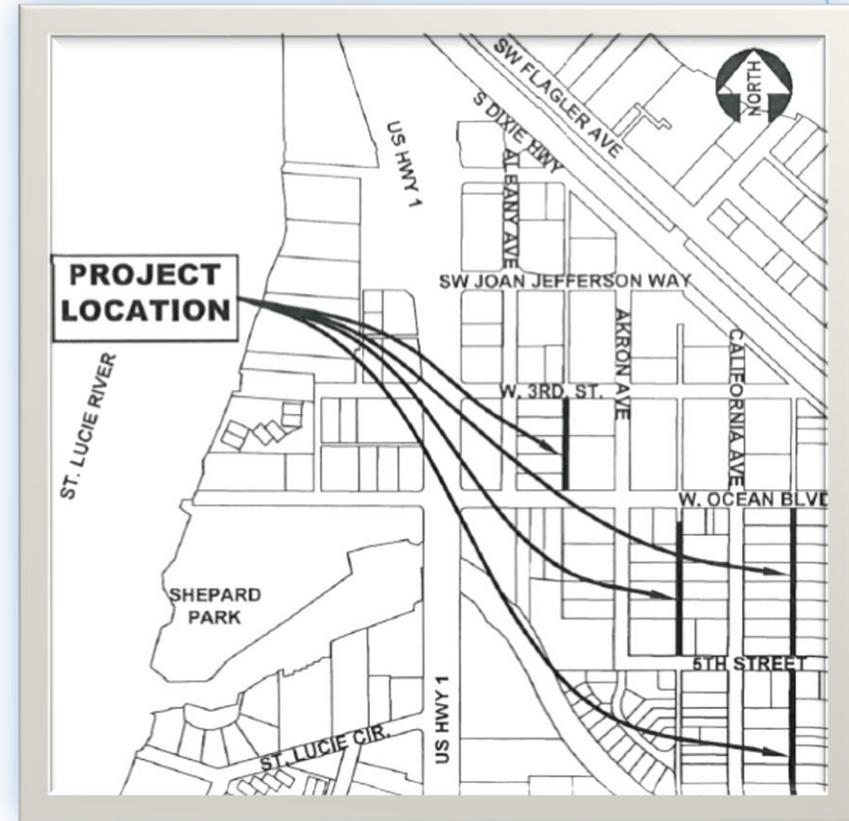
Before (Pressure Treated Lumber)



After (IPE Lumber)

TRANSPORTATION PROJECTS

- IN PROGRESS PROJECTS
 - Frazier Addition Alleyway Improvements – Anticipated completion March 2020
 - Pervious concrete pavement

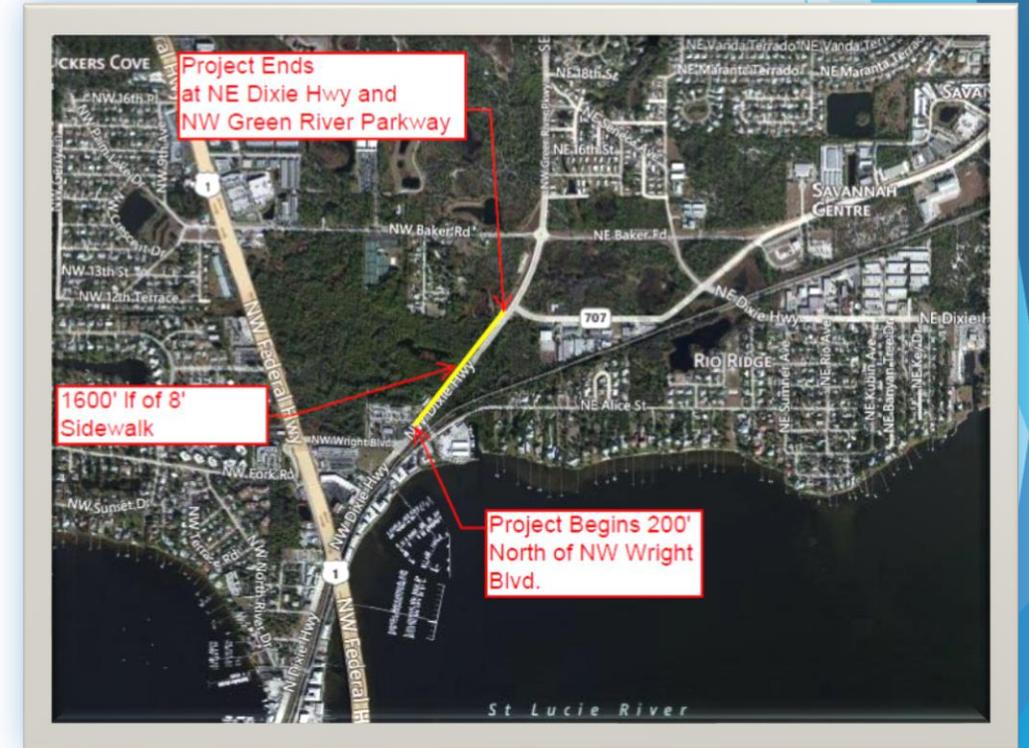


Frazier Addition Alleyway Improvements Project

TRANSPORTATION PROJECTS

- **UPCOMING PROJECTS**

- Zone 2 Street Resurfacing – Start February 2020
- NW Dixie Hwy Sidewalk Extension – Start March 2020

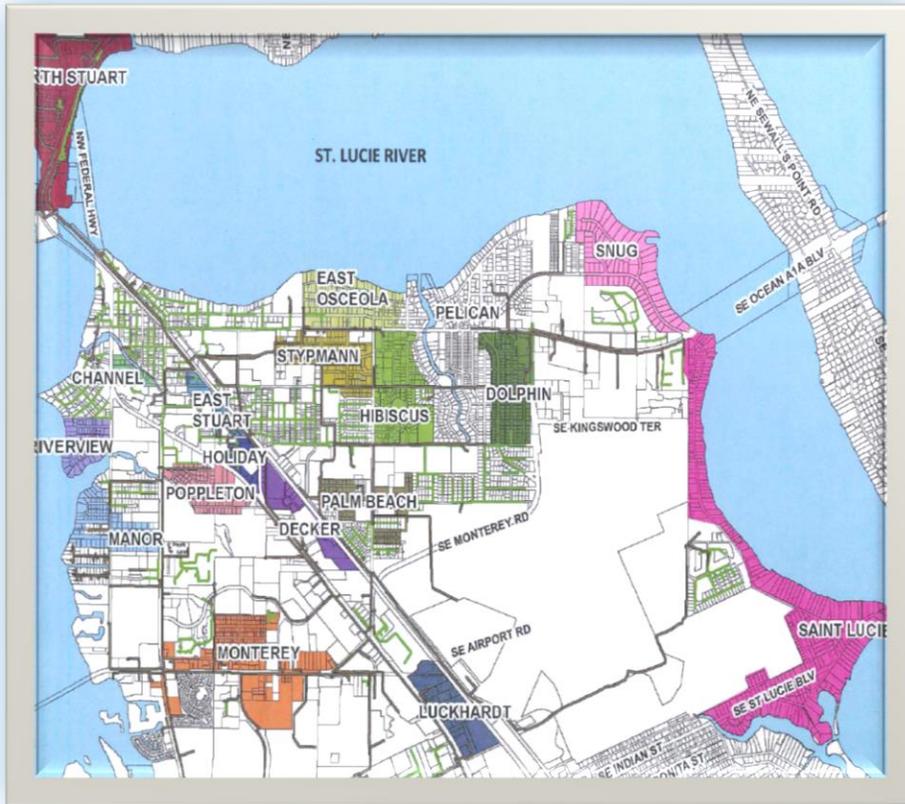


NW Dixie Hwy Sidewalk Extension Project

UTILITY PROJECTS

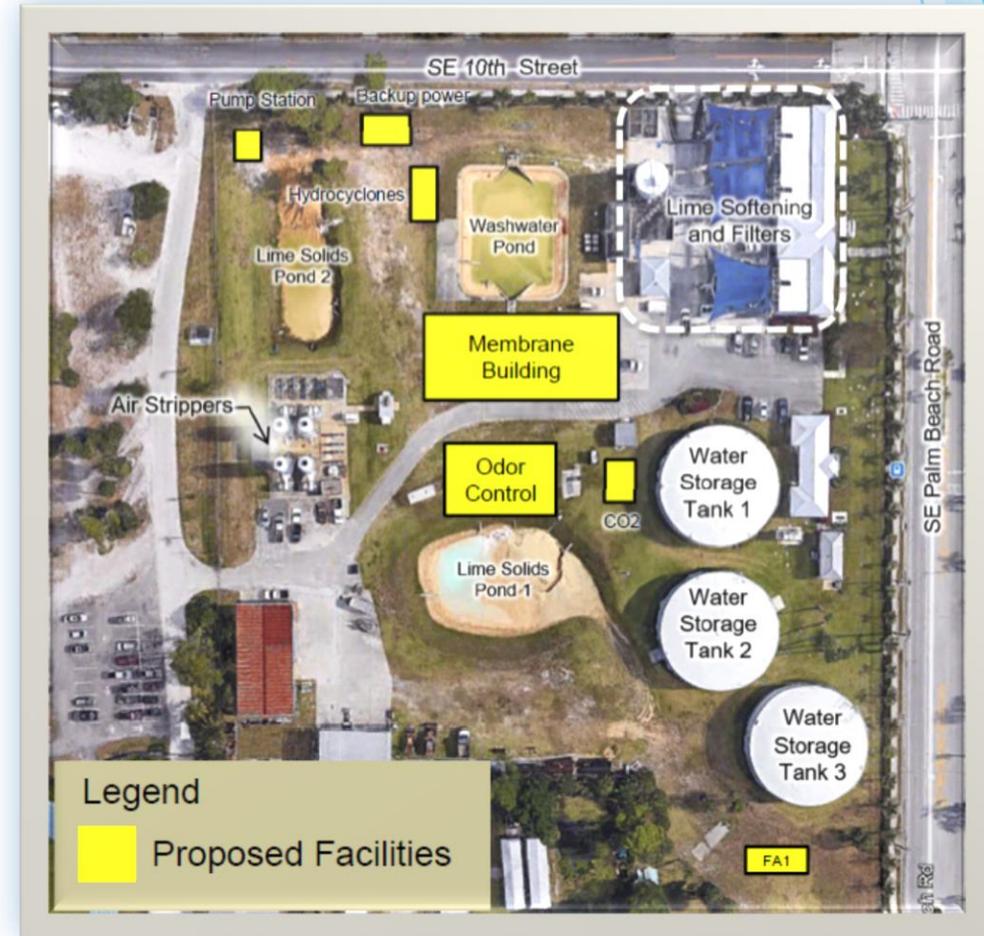
- SEPTIC TO SEWER

- East Stuart / Palm Beach / Poppleton Basins
 - Start Construction March 2020
 - Complete September 2020
- City's 10-year program to provide sewer services to all properties within the service area will be complete in 2020



UTILITY PROJECTS

- ALTERNATIVE WATER SUPPLY
 - Floridan Aquifer Well FA-1
 - Start Construction February 2020
 - Complete September 2020
 - 1.0 MGD Reverse Osmsis Facility
 - Start Construction FY21
 - Complete FY22



SAVE THE DATE ~ COMMUNITY EVENT



WATER FEST 2020

WATER &
ENVIRONMENTAL
FESTIVAL



MARCH 28 10am – 2pm
MEMORIAL PARK

FUN WHILE LEARNING!



FACILITY PROJECTS

- PUBLIC WORKS COMPLEX
 - RFP submittals for engineering design due February 19, 2020



Agenda item for the Update on the Interlocal Agreement for School Facilities Planning and Siting

February 13, 2020

Executive Summary

The following documents are provided so that the four jurisdictions at today's meeting may consider an update to the agreement.

Background

In accordance with State Statute, Martin County, the City of Stuart and the Martin County School Board entered into an Interlocal Agreement (ILA) for School Facility Planning and Siting in 2008. The interlocal agreement sets forth a variety of requirements for the jurisdictions to cooperate in matters of school siting and school concurrency. The incorporation of the Village of Indiantown, and revisions to State Statute now require a revised or new interlocal agreement.

In accordance with the ILA, County staff sent letters to the local governments who are required to be a party to the interlocal agreement and to those jurisdictions who are exempt from participating in the ILA. To date only the Village of Indiantown and Sewall's Point have responded to the letters.

Issues

The ILA contains provisions for a staff working committee. The staff working committee is charged with working on issues related to the ILA and should be the group to draft the revised or new agreement for consideration by each of the jurisdictions' boards. A list of Potential Changes to the ILA is attached to the letter sent to the jurisdictions on January 13, 2020. Most are minor. While a few larger policy issues are suggested, these would only be addressed pending direction from the jurisdictions' boards. The amount of staff resources necessary to complete a revised ILA will depend upon the Boards' policy direction.

Attachments

PowerPoint

Interlocal Agreement for School Facilities Planning and Siting (2008)

January 13 and January 16, 2020 letters to Jurisdictions



THE SCHOOLS INTERLOCAL AGREEMENT

Joint Meeting

Of

City of Stuart, Martin County, Martin County
School Board and Village of Indiantown

February 13, 2020



CURRENT PARTIES TO THE INTERLOCAL AGREEMENT FOR SCHOOL FACILITIES PLANNING AND SITING

WHY NOT SEWALL'S POINT, OCEAN BREEZE AND JUPITER ISLAND?

(3) A municipality is exempt from the requirements of subsections (1) and (2) if the municipality meets all of the following criteria for having no significant impact on school attendance:

(a) The municipality has issued development orders for fewer than 50 residential dwelling units during the preceding 5 years, or the municipality has generated fewer than 25 additional public school students during the preceding 5 years.

(b) The municipality has not annexed new land during the preceding 5 years in land use categories that permit residential uses that will affect school attendance rates.

(c) The municipality has no public schools located within its boundaries.

(d) At least 80 percent of the developable land within the boundaries of the municipality has been built upon.

Section 163.31777 (3), F.S.

THE BEGINNING OF JOINT PLANNING...

Why Joint School Planning and Coordination?

In 1998 Florida Statutes required coordination between school board and local governments

Why the Interlocal we have?

- Martin County and the Martin County School Board had major disputes over the implementation of the new statutory provisions; particularly with the location of schools.
- The City of Stuart was a more neutral party.

HISTORY OF THE INTERLOCAL AGREEMENT



- The three jurisdictions established a Joint Task Force to negotiate the interlocal agreement (ILA) with a professional facilitator.
- ILA was signed in 2001, and revised once.
- The ILA was revised in 2008 in response to changes in Statue Statute that mandated school concurrency.

SUCCESSSES OF THE JOINT COORDINATION

- Sited three schools using the school siting matrix developed with the first ILA.
- Joint meetings of the three bodies, agenda items spelled out in ILA.
- Coordination processes for review of development applications in place made concurrency procedures easier to implement.
- Won National awards!



THE INTERLOCAL AGREEMENT INCLUDES:

- 1) Definitions
- 2) Specific procedures for coordination and sharing of information
- 3) School planning process for the School Board's developing a Five Year Work Plan, a Capital Improvement Plan and the local jurisdictions' adoption of Public Schools Facilities Elements in their Comp Plans
- 4) Process for preparation, amendment & joint approval of financially feasible "public school capital facilities program" & process/schedule for annual incorporation into Comp Plans

THE INTERLOCAL AGREEMENT INCLUDES:

- 5) School Siting Considerations and Procedures
- 6) Procedures for the review of school site plans
- 7) Establishment of school concurrency and levels of service standards for schools
- 8) Establishment of a general capacity analysis at plan amendments and final school concurrency review at final site plan
- 9) Provision of mitigation alternatives
- 10) Provision of a Sustainable Community Planning Section

STATUTORY REQUIREMENTS

- All local governments and school boards must update interlocal agreements (ILAs) per Sections 163.31777 and 163.3180(6), *Florida Statutes*, and per 1013.33(2)
- All local governments must adopt consistent public school facilities elements to comply with Section 163.3177(12), *Florida Statutes*

WHY UPDATE THE ILA?

The incorporation of the Village of Indiantown and revisions to State Statute now require a revised or new interlocal agreement.





WELCOME!
VILLAGE OF
INDIANTOWN

STEPS TAKEN TO UPDATE THE AGREEMENT TO DATE

- Letters sent to the existing three parties and to the Village of Indiantown on January 13, 2020
- Letters sent to exempt jurisdictions to confirm their continued exemption on January 16, 2020
- Martin County staff presented an overview of the ILA to the Village of Indiantown Council on January 23, 2020
- Preparation of draft with minimal changes
- Preparation of agenda item for the Joint Meeting

NEXT STEPS

Designate staff to work on the update to the ILA

Determine the extent of revisions (see list sent to jurisdictions Jan. 13, 2020)

Hear Status Updates at future Joint meetings

Schedule ILA on the agendas for each jurisdiction



LAST STEP NEEDED:

Adoption of
the draft
Interlocal
Agreement by
all parties



KEY
DOCUMENTS
THAT MAY BE
AFFECTED

Comprehensive Plans

- Intergovernmental Coordination Element
- Public Schools Facilities Element
- Capital Improvements Element

Land Development Regulations



QUESTIONS?



**MARTIN COUNTY
CITY OF STUART
SCHOOL BOARD OF MARTIN COUNTY**

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

RECEIVED

MAR 25 2008

**GROWTH MANAGEMENT
DEPARTMENT**

DATE

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SECTION 13 EFFECTIVE DATE AND RECORDING

Statutory Basis and Intent

This is an interlocal agreement for public educational facility planning and siting in Martin County, Florida. This agreement ("Agreement") is made and entered into this ____ day of _____, 2008, by and between City of Stuart, a municipal corporation organized under the laws of the State of Florida, located at 121 SW Flagler Avenue, Stuart, Florida 34994 ("City"), Martin County, a political subdivision of the State of Florida, located at 2401 Monterey Road, Stuart, Florida 34996 ("County"), and the School Board of Martin County, Florida, a public body corporate, located at 500 East Ocean Boulevard, Stuart, Florida 34994, ("School Board").

WHEREAS, Chapters 163 and 1013, Florida Statutes, require the County, City and School Board to enter into an interlocal agreement "which jointly establishes 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 has a constitutional and statutory obligation to provide a uniform system of free public schools on a countywide basis; and

WHEREAS, the City and County have the sole authority to undertake land use planning and to implement necessary land development regulations within their respective jurisdictions; and

WHEREAS, Section 163.3180 (13), F.S., requires the City, County and School Board to implement a school concurrency program; and

WHEREAS, the City, County and the School Board are mandated to enter into this Agreement pursuant to Section 163.3177(6)(h)2, Section 163.3180(13)(g), and Section 1013.33(2)(a), F.S.; and

WHEREAS, Sections 163.31777 and 163.3180(13)(g), F.S. sets the school concurrency requirements that must be implemented through interlocal coordination between the City, County and the School Board: and

WHEREAS, Section 1013.33(10), F.S., requires that the location of public educational facilities be consistent with the County's and City's comprehensive plan and implementing land development regulations; and

WHEREAS, Sections 163.3177(6)(h)1. and 2., F.S , 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 school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, the County, City, 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. The benefits include, (1) better coordination of new schools in time and place with land development; (2) greater efficiency for the County, City, and School Board by locating schools to take advantage of existing and planned infrastructure such as roads, water, sewer, and parks; (3) improved student access and safety by coordinating the construction of new and expanded schools with the County's and City's road and sidewalk construction programs; (4) by locating and designing schools to serve as community focal points it will lead to better defined urban forms; (5) greater efficiency and convenience by co-locating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities; and (6) by appropriately locating new schools and expanding and making significant renovations to existing schools it reduces the pressures contributing to urban sprawl by supporting existing neighborhoods; and

WHEREAS, the County, City, and School Board enter into this Agreement in fulfillment of the statutory requirements and in recognition of the benefits accruing to their citizens and students described above.

NOW THEREFORE, be it mutually agreed between the County, City, and School Board as follows.

Section 1 Definitions

As used in this Agreement:

"CIE" means the Capital Improvements Element of the City or County.

"City" means the City of Stuart, a municipal corporation organized under the laws of the State of Florida located at 121 SW Flagler Avenue, Stuart, Florida 34994.

"CO-FTE" means the Capital Outlay Full Time Equivalent which are the student enrollment data and projection prepared by DOE.

"County" means Martin County, a political subdivision of the State of Florida, located at 2401 Monterey Road, Stuart, Florida 34996.

"Comprehensive Plans" are the City's Comprehensive Plan, City of Stuart, Florida and County's Comprehensive Growth Management Plans.

"CSA" means the Concurrency Service Area. A CSA is a geographic subsection of the School District within which School Concurrency is measured.

"Development Director" means either the County's Growth Management Director or the City's Development Director

“DOE” means the Florida Department of Education.

“District” means the Martin County School District.

“Five Year Capital Improvement Plan” is the District’s capital plan which shall include the 5-year listing of financially feasible capital projects adopted by the School Board. The Five Year Capital Improvement Plan shall include, but not be limited to, projects listed in the Five-Year Work Program.

“Five-Year Work Program” means the District Facilities Work Program which is the 5-year listing of capital outlay projects adopted by the district school board as provided in Section 1013.35, F.S., as part of the District Plant Survey, which is required in order to:

1. Properly maintain the educational plant and ancillary facilities of the district.
2. Provide an adequate number of satisfactory student stations for the projected student enrollment of the district in K-12 programs in accordance with the goal in Section 1013.21, F.S.

“LOS” means the level of service standards which are the maximum permissible school utilization rates relative to capacity identified in Section 6.2.4 of this Agreement.

“LRP” means the School Board’s Long Range Planning Committee established pursuant to School Board Rule 7100.

“ORC report” means the objections, recommendations, comments or input from the Department of Community Affairs provided to local government after Florida Department of Community Affairs review of proposed amendments to the local government’s comprehensive plan.

“Permanent Capacity” of a school shall be as defined by Section 6.2.4 of this Agreement.

“Plant Survey” means the District Plant Survey which is the comprehensive planning document that is adopted by the district school board as provided in Section 1013.35, F.S..

“PSFE” means the Public Schools Facilities Element.

“RFP” means the request for proposals to solicit proposals by land owners in Martin County.

“School Board” means the School Board of Martin County, Florida, a public body corporate, located at 500 East Ocean Boulevard, Stuart, Florida 34994.

“School District” means the Martin County School District.

"School District Staff" shall be deemed synonymous with "School Board Staff" and shall include, but not be limited to, employees of the District assigned by the Superintendent.

"Staff Working Group" means the staff of the County, the City and the School Board.

"TAC" means the Technical Advisory Committee.

"TAC Report" means a report prepared by the TAC providing a list of all of the evaluated potential school sites in descending order based on their score.

"Temporary Capacity" of a school shall be as defined by Section 6.2.4 of this Agreement.

Section 2 Coordination and Sharing of Information

2.1 Joint Meetings

2.1.1 Quarterly Staff Meetings

Staff of the County, the City and the School Board ("Staff Working Group") shall meet at least quarterly to discuss issues 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 schools and ensure safe student access. The County staff shall be responsible for making meeting arrangements.

2.1.2 Monitoring of Agreement.

As part of the first semi-annual Joint Meeting described in Section 2.1.3 below, the Staff Working Group shall collaboratively prepare and present a report regarding the implementation of this Agreement.

2.1.3 Semi-Annual Joint Meetings.

The elected boards of the County, the City and the School District will hold semi-annual joint meetings in the first and third quarters of each calendar year or as otherwise mutually agreed. A representative of the Treasure Coast Regional Planning Council will also be invited to attend. The joint meetings will provide an opportunity for the representatives to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding school budgets, coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, joint use opportunities, school concurrency, and other school planning issues. The Superintendent, County Administrator and City Administrator or their designees shall be responsible, on a rotating basis amongst the three entities, for making meeting arrangements and providing notification, including notice to the general public.

2.2 Oversight Process

The semi-annual joint meetings shall generally include the following data presentations on an annual basis:

2.2.1 Presentations for First Semi-Annual Meeting.

The first semi-annual meeting shall occur after January 1st but within the first quarter of each year and generally include presentations as follows: (1) the County and City staff shall address population projections, summary of development activity, and large-scale development projects currently under review, and (2) the School District Staff shall address the most current Florida Department of Education (“DOE”) Capital Outlay Full Time Equivalent (“CO-FTE”) counts for each school grade, the fall student enrollment count by grade, any updates to the Five-Year Educational Plant Survey; Five-Year Work Program; and the School Board’s Five Year Capital Improvement Plan.

2.2.2 Presentations for Second Semi-Annual Meeting.

The second semi-annual meeting shall occur prior to September 1st but within the third quarter of each year and generally include presentations as follows: (1) the County and City staff shall address the draft capital improvements programs of each local government and large-scale development projects currently under review, and (2) the School District Staff shall address the Five Year Capital Improvement Plan for the pending year and the spring enrollment count by grade. Additionally, all staffs shall work collaboratively to present legislative updates as they relate to the topics addressed in this Agreement.

2.3 Technical Advisory Committee

2.3.1 Technical Advisory Committee Meetings and Membership.

The County, City, and School Board will establish a Technical Advisory Committee (“TAC”) which will meet as needed for the purposes outlined in this agreement. The TAC shall include a total of five (5) voting members with the County and School Board each appointing two (2) members and the City appointing one (1) member. The members shall be appointed based upon their relevant technical expertise. Although TAC members will generally be employees of the governing body, an entity may appoint a consultant as a member in order to provide a greater expertise in the matters to be reviewed. Prospective TAC members shall be selected by the Superintendent of the Martin County School District for the School Board, the County Administrator for the County and the City Manager of the City with each selected appointee then confirmed by each respective governing board.

2.3.2 Technical Advisory Committee Purpose

The TAC shall be charged with those school siting responsibilities assigned to it pursuant to Section 4 of this Agreement. The TAC will also evaluate and make recommendations regarding the need for closures of educational facilities, and the consistency of such plans with the County’s or City’s comprehensive plan. In addition, the TAC shall perform such other tasks as are agreed to by the parties. The TAC may

convene as often or as regularly as it sees fit for the purpose of evaluating school siting needs or performing its duties hereunder. The TAC shall convene upon the request of the County, City, or School Board.

2.3.3 Technical Advisory Committee Miscellaneous.

The TAC shall be subject to the provisions of Chapter 119, F.S. (public records) and Chapter 286, F.S. (open meetings). Findings and recommendations of the TAC shall be made by a simple majority vote of the TAC members. The TAC shall be chaired by one of the County appointees.

2.4 Student Enrollment, Population Projections, Growth and Development Trends

2.4.1 Coordination with Adopted Comprehensive Plans.

In fulfillment of their respective planning duties, the County, the City and the School Board agree to coordinate and strive to base their plans upon consistent projections of the amount, type, and distribution of population, growth and student enrollment that are developed in coordination with the adopted Comprehensive Plans of the County and the City. Countywide five-year population and student enrollment projections shall be revised annually and provided to the Staff Working Group.

2.4.2 Utilization of Student Population Projections.

The School Board is compelled by law to utilize student population projections for certain purposes which are based on information produced by the Demographic, Revenue, and Education Estimating Conferences pursuant to Section 216.136, F.S., where available, as modified by the School Board based on development data ("CO-FTE"). The School District Staff may request adjustment to the Estimating Conferences' projections to reflect actual enrollment and development trends. In formulating such a request, the School District Staff will coordinate with the County and City regarding development trends and future population projections. In such case, the School District Staff will notify the County, City and the TAC upon the School District's receipt of the State's CO-FTE. The TAC may meet to review the CO-FTE and provide comments to the School Board prior to the School Board responding to the DOE.

2.4.3 Growth and Development Trends.

At the first semi-annual meeting of each year, the County and the City shall provide a report on growth and development trends within their jurisdictions for the preceding fiscal year. The data will be reported by Concurrency Service Area (CSA) as provided in Section 6.4.1 of this Agreement. This report will be in tabular, graphic, and textual formats, as well as GIS where appropriate.

(a) The County and the City shall provide the following:

1. the type, number, and location of residential units which have received either zoning approval or site plan approval;

2. information regarding future land use map amendments which may have an impact on school facilities;
3. building permits issued for the preceding year and their location within specific developments;
4. information regarding the conversion or redevelopment of housing or other structures into residential units which are likely to generate new students;
5. information regarding the conversion of residential units or properties to non-residential uses;
6. the identification of any development orders issued which contain a requirement for the provision of a school site as a condition of development approval;
7. the identification of any lapsed development orders issued which permitted residential units; and
8. population projections apportioned geographically per CSA as described in Section 6.4.1 of this Agreement.

2.4.4 Apportion Projected Student Enrollment Data.

The School District, working with the County and City staff will use the information described in Section 2.4.3 to apportion projected student enrollment data geographically into Concurrency Service Areas as described in Section 6.4.1. The distribution of projected student enrollment will be presented to the Staff Working Group.

2.5 Coordinated Planning Efforts

2.5.1 County's and City's Local Planning Agency.

The County and City will include a representative and alternate appointed by the School Board as a non-voting member of the County's and City's local planning agency. The School Board representative or alternate shall attend all meetings of the local planning agency and shall be prepared to provide comments and recommendations regarding applications described in Section 6.2.5. The School Board may request and the County and City may grant voting status to the School Board's representative.

2.5.2 Staff Development Review Committees.

The County and City will invite a School District Staff representative to attend meetings, including pre-application meetings, of the County and City development review staff, or equivalent body, and to provide comments when development and redevelopment proposals are proposed which could have an impact on student enrollment or school facilities.

2.5.3 Review of Comprehensive Plan Amendments, Rezoning and Proposed Developments.

In reviewing comprehensive plan amendments, rezonings, developments of regional impact, site plan and preliminary plats, the County and City will consider the following issues (all may not always be applicable):

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

2.5.4 Growth Management Plans and Programs.

In formulating growth management plans and programs, the County and City will work to implement the following:

- (a) Prioritize capital improvements that are coordinated with the capital needs identified in the Five Year Capital Improvement Plan;
- (b) Consider the impact of such growth management plans on future school sites and the School District's student transportation operations;
- (c) Provide incentives to the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;
- (d) Target community redevelopment in older and distressed neighborhoods near existing and planned schools;
- (e) Target all facilities owned by a local governmental body and all charter schools for enhancement as public shelters; and

- (f) Continue to work to identify and address public school issues.

2.6 Co-location and Shared Use

2.6.1 Opportunities for Co-location and Shared Use.

Co-location and shared use of facilities are important to the County, City, and School Board. The School Board will explore opportunities to co-locate and share use of school facilities and civic facilities when preparing the School Board's Five Year Capital Improvement Plan. Likewise, co-location and shared use opportunities will be considered by the County and City when preparing annual updates to their Comprehensive Plan schedules 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, 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 possible, commensurate with the School Board's acquisition of property for a school site, the County and City will be given an opportunity to consider simultaneously acquiring property for an adjoining park, library, recreation facility, community center, auditorium, learning center, museum, performing arts center or stadium. Likewise, where possible, commensurate with the County or City's acquisition of property for a park, library, recreation facility, community center, auditorium, learning center, museum, performing arts center or stadium, the School Board will be given an opportunity to consider simultaneously acquiring property for an adjoining school site.

2.6.2 Interlocal Agreement for Co-location and Shared Use.

The appropriate parties will enter into an interlocal agreement for each co-location and shared use opportunity. The interlocal agreement shall address responsibility and liability issues, operating and maintenance costs, scheduling, supervision, and any other issues that need to be included for a particular site.

Section 3 School Planning Process

3.1 Plant Survey and Five-Year Work Program

In accordance with Section 1013.31, F.S., the School Board will adopt and maintain a Plant Survey and Five-Year Work Program which shall, at a minimum, include an inventory of existing educational facilities, recommendations for new and existing facilities, and the general location of each. The Plant Survey will be consistent with the requirements of Section 1013.35, F.S., and include an inventory of existing school facilities, projections of facility space needs, information on 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.

3.2 Five Year Capital Improvement Plan

3.2.1 Five Year Capital Improvement Plan.

In addition to the Educational Plant Survey and Five-Year Work Program, the School Board shall also adopt a maintain a Five Year Capital Improvement Plan which is the 5-year listing of financially feasible capital projects adopted by the School Board. Annually, the School District Staff shall submit a draft Five Year Capital Improvement Plan to the County and City staff for review and comment 45 days prior to adoption by the School Board.

3.2.2 Review of Work Program.

After the second semi-annual Joint Meeting but prior to September 1 of each year, the County and City staff shall review the draft Five Year Capital Improvement Plan and provide a report to the School Board addressing the following issues:

- (a) infrastructure and service needs associated with the proposed educational facilities and other applicable information; and
- (b) the consistency of the Five Year Capital Improvement Plan with, the County and City Comprehensive Plans as well as other locally adopted planning documents (e.g., CRA plans, sector plans), including identification of any needed amendments to those plans for implementation; and whether the County or City supports a necessary comprehensive plan amendment. If the County or City does not support a comprehensive plan amendment, the matter shall be resolved pursuant to Section 11 of this Agreement.

3.2.3 Adoption of Five-Year Capital Improvement Plan.

After considering the written comments of the County and City, and no later than October 1st of each year, the School Board will adopt the Five-Year Capital Improvement Plan, based on the LOS standards set forth in this Agreement. The School Board will construct school facilities identified in the first three years of the Five Year Capital Improvement Plan.

3.3 Public School Facilities Element Development and Updates

3.3.1 Public Schools Facilities Element Adoption.

The County and City shall each adopt a 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 this Agreement

3.3.2 The PSFE shall be based upon data and analyses that address, among other items, how level-of-service standards will be achieved and maintained. Such data and analyses must include, at a minimum, such items as: this Agreement; Five Year Capital Improvement Plan and the Five-Year Work Program; the Plant Survey and an existing educational and ancillary plant map or map series; information on existing development and development anticipated for the next 5 years and the long-term planning period; an

analysis of problems and opportunities for existing schools and schools anticipated in the future; an analysis of opportunities to collocate future schools with other public facilities such as parks, libraries, and community centers; an analysis of the need for supporting public facilities for existing and future schools; and analysis of opportunities to locate schools to serve as community focal points; projected future population and associated demographics, including development patterns year by year for the upcoming 5-year and long-term planning periods; and anticipated educational and ancillary plants with land area requirements.

3.4 Capital Improvements Element

3.4.1 The County and City shall each adopt amendments to the Capital Improvements Element (CIE) of their respective Comprehensive Plans pursuant to Section 163.3180(13), F.S., Rule 9J-5, FAC, and other applicable laws and rules. The amendments to the CIE shall be consistent with this Agreement.

3.4.2 Level-of-service standards shall be included and adopted into the capital improvements element of the City and County Comprehensive Plans and shall apply district-wide to all schools of the same type. Types of schools may include elementary, middle, and high schools as well as special purpose facilities such as magnet schools.

3.4.3 If school concurrency is applied on a less than district-wide basis, such as utilizing school attendance zones or larger school concurrency service areas, the City, County and School Board shall have the burden to demonstrate that the utilization of school capacity is maximized to the greatest extent possible in the Comprehensive Plan, taking into account transportation costs and court-approved desegregation plans, as well as other factors. In addition, in order to achieve concurrency within the service area boundaries selected by the County, City and School Board, the service area boundaries, together with the standards for establishing those boundaries, shall be identified and included as supporting data and analysis for the Comprehensive Plans.

3.4.4 The CIE shall set forth a financially feasible public school capital facilities program, established in conjunction with the School Board, that demonstrates that the adopted level-of-service standards will be achieved and maintained.

3.4.5 Annually, following adoption of this Agreement, but no later than December 1st of each year, the County and City will consider amendments to their respective Capital Improvement Element (CIE) in order to incorporate the School Board's adopted Five-Year Work Program. Following a Five-Year Capital Improvement Plan update or amendment, the County and City will consider further amendments to its CIE to incorporate such updates or amendments during the immediately subsequent round of Comprehensive Plan amendments.

3.5 Intergovernmental Coordination Element ("ICE")

When establishing concurrency requirements for public schools, the City and County shall satisfy the requirements for intergovernmental coordination set forth in Sections 163.3177(6)(h)1. and 2 , F S.

3.6 PSFE and ICE Adoption and Amendment Procedures

- (a) For the development of the initial PSFE and amendments to the CIE, Intergovernmental Coordination Element, and other elements necessary to implement school concurrency, the staffs of the County, City and School Board shall collaboratively prepare and present the proposed amendments at a Joint Meeting of the three parties
- (b) Subsequent to the initial presentation at a Joint Meeting, the School Board will formally review the proposed PSFE and other amendments, and adopt a resolution forwarding comments to the County and City, which shall be integrated into the staff report which accompanies the item through the public hearing processes.
- (c) The proposed PSFE and other amendments will be considered by the County and City pursuant to Section 163.3184, F.S.
- (d) The staffs of the three parties will review any objections, recommendations, or comments (ORC report) from the Department of Community Affairs and develop a response to the ORC that addresses any objections or recommendations in the ORC.
- (e) Amendments. After the initial adoption of the PSFE and related amendments, if any party to this Agreement wishes to amend one of the elements, it shall send a letter to the other parties of this Agreement 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 County's or 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.

Section 4 School Siting Considerations and Procedures

4.1 TAC School Site Selection

4.1.1 Review of Potential Sites for New Schools.

The School Board, County, and City shall utilize the TAC, and the procedures set forth in this Agreement, as the sole means of reviewing potential sites for new schools, except as otherwise provided in this Agreement. The School Board, County, and City

may utilize the TAC to review proposals for significant renovation and potential closure or reclassification of existing schools.

4.1.2 TAC Informal Assessment

The list of schools identified in the District Plant Survey for significant renovation and potential closure will be submitted to the TAC for an informal assessment regarding consistency with the local government comprehensive plan, including: environmental suitability, transportation and pedestrian access, availability of infrastructure and services safety concerns, land use compatibility, consistency with community vision, and other relevant issues.

4.1.3 School Site Resolution.

The School Board shall begin the site selection procedures set forth herein by adopting a resolution ("Resolution") notifying the County, City and TAC that school site is needed. The Resolution shall identify the type of school needed (that is, elementary school, middle school, or high school) and the geographic area to be served by the school.

4.1.4 Request for Proposals.

Sufficiently in advance of commencing the site review and reporting procedures contained herein, the School Board shall issue a request for proposals ("RFP") to solicit proposals by land owners in Martin County to donate or sell land to the School Board for one or more school sites (depending upon the need).

4.1.5 Consideration of School Sites.

As soon as possible after the Resolution adopted pursuant to Section 4.1.3, the TAC shall commence meetings to consider school sites to meet the identified need. The TAC shall consider all lands in the identified geographic area and may consider sites proposed in response to the RFP, sites proposed after the submittal date for the RFP but offered pursuant to the terms of the RFP, or any other lands that the TAC wishes to review.

4.1.6 Evaluation of School Sites.

The TAC shall evaluate potential school sites using the analytical procedure and methodology contained in the Matrix attached hereto and incorporated herein by reference as Exhibit A. For assistance in completing the Matrix, the TAC may request information and assistance from County, City and School District Staff and the parties agree to have their staffs respond to such requests as expeditiously as is reasonable and practicable.

4.1.7 TAC Report.

After the TAC completes its evaluation of all potential school sites as provided in Section 4.1.6, the TAC shall prepare a report ("TAC Report") providing a list of all of the evaluated potential school sites in descending order based on their score. From this list the TAC shall recommend in the TAC Report no less than the three (3) highest scoring potential school sites and no more than the five (5) highest scoring potential school sites for each school site needed pursuant to the Resolution. All TAC recommended potential school sites shall be: 1) located within an existing municipality or within the

County's Primary or Secondary Urban Service District as defined in the adopted Martin County Comprehensive Growth Management Plan, as amended; 2) consistent with federal and state laws and regulations for school siting; and 3) found not to be a contaminated site as defined in Section 376.301(11), F.S.. The TAC Report may include such other narrative information as the TAC deems helpful in explaining its deliberations and conclusions.

4.1.8 Completion of TAC Report.

The TAC Report shall be completed no later than sixty (60) days after delivery to the City and County of the Resolution adopted pursuant to Section 4.1.3. Immediately upon completion, the TAC Report shall be delivered to the School Board's Long Range Planning Committee ("LRP"), with a copy provided to the County, City, and School Board.

4.2 LRP School Site Selection

4.2.1 LRP Report

As soon as reasonably possible after the TAC submits its TAC Report to the LRP, the LRP shall meet to review the TAC Report and prepare a report ("LRP Report") outlining its preferred ranking of the three to five potential school sites recommended by the TAC in the TAC Report. The LRP shall consider the TAC Report and any other material factors that it deems appropriate but in no case shall the LRP recommend a potential school site that is not among the three to five potential school sites recommended in the TAC Report as outlined in Section 4.1 7

4.2.2 Submission of LRP Report.

Within forty-five (45) days after the TAC submits its TAC Report to the LRP, the LRP shall adopt and submit the LRP Report to the County, City and School Board. The LRP Report shall list the potential school sites in ranked order and include such other narrative information as the LRP deems helpful in explaining its deliberations and conclusions

4.3 School Board Site Selection

4.3.1 Consideration of Ranked School Sites.

Upon receipt of the TAC and LRP Reports, the School Board shall review the reports and consider the ranked school sites.

4.3.2 Selection of School Site Consistent with Comprehensive Plans.

If the School Board selects a school site that is.

- (a) one of the ranked school sites by the LRP and within a municipality or the County's Primary Urban Service District; or
- (b) one of the top two ranked school sites by the LRP and within the County's Secondary Urban Service District,

then the development of such school site shall be deemed consistent with the City's and County's Comprehensive Growth Management Plans ("Comprehensive Plans"), as amended, and shall be exempt from the City's and County's land development regulations to the extent allowed by the Comprehensive Plans. The School Board shall notify the County and City of the school site chosen within five (5) days of the meeting where the choice is made.

4.3.3 Development of School Sites Consistent with Comprehensive Plans.

If the School Board selects a school site pursuant to Section 4.3.2, then the development of such site shall be in accordance with the provisions set forth in Section 5.1.

4.3.4 Damage or Destruction of Existing School Facilities.

In the event of an unforeseen emergency whereby existing school facilities are damaged or destroyed and alternative arrangements become necessary, as determined by the School Board, to accommodate students in other facilities, the provisions of this Agreement relating to school site selection, significant renovations and potential school closures shall be temporarily suspended to enable the School Board to take the immediate action it deems necessary. Examples of an unforeseen emergency include, but are not limited to, a hurricane or other weather condition or natural disaster or an act of terrorism or war. The response of the School Board during the aforesaid suspension shall be temporary for the period needed to address the emergency. Thereafter this Agreement will apply.

Section 5 School Site Plan Procedures

5.1 School Site Plan Review

5.1.1 Proposed Site Plan.

At least forty-five (45) days prior to starting construction (including site work), the School District Staff shall provide either the County's Growth Management Director or the City Development Director (collectively hereinafter referred to as the "Development Director" as the context dictates) with a proposed site plan for the development of the school site selected pursuant to this Agreement.

5.1.2 Proposed Site Plan Information.

In most cases, the site plan should depict the boundaries of the school site; ingress and egress points; wetlands, uplands and other significant natural habitats; road, parking and building footprints; athletic and other open space areas, including proposed joint use facilities; setbacks and buffers, including the type of buffer, and other information that would be helpful for the Development Director's review. Within ten (10) days of receipt of the proposed site plan the Development Director may request additional information.

5.1.3 Proposed Site Plan Comments and Recommendations.

No later than thirty (30) days after receipt of the proposed site plan, the Development Director shall review the proposed site plan and provide the School District Staff with comments and recommendations. The School District Staff shall consider the Development Director's comments and recommendations and, to the extent feasible, will incorporate such recommendations into the site plan's design. However, the Development Director's comments and recommendations are advisory and not mandatory. Upon consideration of the Development Director's comments and recommendations, the School Board may proceed with construction with no further action by the County or City necessary.

5.1.4 School Site Selection and Development Procedures.

The school site selection and development procedures set forth in this Agreement shall replace in their entirety the site selection and development procedures set forth in Sections 1013.33(11)-(13), F.S. Specific authority for this is found in Section 1013.33(14), F.S.

5.2 Applicability

5.2.1 Proposed Renovation or Construction of Existing School Sites.

Existing schools, as of the date of this Agreement, shall be considered consistent with the applicable Comprehensive Plan. Proposed renovation or construction on existing school sites shall be exempt from the site selection procedures set forth herein and shall be developed according to the development review procedures set forth in Section 5.1.

5.2.2 Exemption from Site Selection Procedures.

Proposed construction on school sites within the County's Primary Urban Service District conveyed to the School Board as a condition of, or in connection with, final plat approval, PUD approval, DRI approval or similar procedures under which the City or County has granted development approval with knowledge of the proposed location of a school site shall be exempt from the site selection procedures set forth herein and may be developed according to the development review procedures set forth in Section 5.1.

5.2.3 Construction on Other Sites.

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

Section 6 School Concurrency

6.1 Comprehensive Plan and Land Development Code Amendments

6.1.1 Comprehensive Plan.

As required by Sections 163.3177(12) and 163.3180(13), F.S., no later than June 1, 2008, the County and City will adopt Comprehensive Plan amendments to address school concurrency matters, including:

- (a) Public Schools Facilities Element;

- (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.
- (d) Changes to all other elements as necessary to implement this Agreement.

6.1.2 Land Development Code.

No later than the time required by law, the County and City shall adopt a “school concurrency ordinance” and will make other necessary changes to their land development codes to implement school concurrency consistent with their respective Comprehensive Plans, state law, and the terms of this Agreement.

6.2 Level-of-Service Standards

6.2.1 Application of Level-of-Service Standards.

Pursuant to Section 163.3180(13)(b), F.S., the level of service (LOS) standards set forth herein shall be applied consistently within the County and the City for purposes of implementing school concurrency.

6.2.2 Inclusion of Level-of-Service Standards in Capital Improvements Element.

The LOS standards set forth herein shall be included in the PSFE and capital improvements element of the County’s and City’s Comprehensive Plans and shall be applied consistently by the County, City and the School Board district-wide to all schools of the same type.

6.2.3 Amendment of Level-of-Service Standards

The LOS standards may be amended only pursuant to the procedure set forth in Section 3.6 of this Agreement.

6.2.4 Level-of-Service Standards for School Concurrency.

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

- (a) Elementary: The Elementary School LOS for a CSA shall be determined by:

Step 1. Aggregating the permanent capacity of all elementary schools within the CSA. For purposes of this analysis, “permanent capacity” for each elementary school (except for schools designated for receiving Title I assistance) shall mean 100% of the permanent existing satisfactory student stations planned to house students by the end of the third year of the Five Year Capital Improvement Plan (after applying the DOE utilization

rate), capped at total capacity of 750 student stations per school. For purposes of this analysis, "permanent capacity" for each elementary school designated for receiving Title I assistance shall mean 85% of the permanent existing satisfactory student stations planned to house students by the end of the third year of the Five Year Capital Improvement Plan (after applying the DOE utilization rate), capped at total capacity of 750 student stations per school.

Step 2. Adding to the aggregate number of student stations determined above, the CSA's aggregate temporary capacity for elementary schools within the CSA. For purposes of this analysis, each CSA's elementary school "temporary capacity" shall mean the CSA's proportionate share of the number of student stations required on district-wide basis to accommodate elementary school students until the School Board experiences district-wide elementary school student enrollment which is 450 students more than the School Board's district-wide elementary school permanent capacity. Each CSA's proportionate share of such temporary capacity shall be determined by dividing 450 by the total number of elementary schools operating in the district, and then multiplying by the number of elementary schools operating in the CSA.

- (b) Middle: The Middle School LOS for a CSA shall be determined by:

Step 1. Aggregating the permanent capacity of all middle schools within the CSA. For purposes of this analysis, "permanent capacity" for each middle school (except for schools designated for receiving Title I assistance) shall mean 100% of the permanent existing satisfactory student stations planned to house students by the end of the third year of the Five Year Capital Improvement Plan (after applying the DOE utilization rate), capped at total capacity of 1200 student stations per school. For purposes of this analysis, "permanent capacity" for each middle school designated for receiving Title I assistance shall mean 85% of the permanent existing satisfactory student stations planned to house students by the end of the third year of the Five Year Capital Improvement Plan (after applying the DOE utilization rate), capped at total capacity of 1200 student stations per school.

Step 2. Adding to the aggregate number of student stations determined above, the CSA's aggregate temporary capacity for middle schools within the CSA. For purposes of this analysis, each CSA's middle school "temporary capacity" shall mean the CSA's proportionate share of the number of student stations required on district-wide basis to accommodate middle school students until the School Board experiences district-wide middle school student enrollment which is 720 students more than the School Board's district-wide middle school permanent capacity. Each CSA's proportionate share of such temporary capacity shall be determined

by dividing 720 by the total number of middle schools operating in the district, and then multiplying by the number of middle schools operating in the CSA.

- (c) High: The High School LOS for a CSA shall be determined by:

Step 1. Aggregating the permanent capacity of all High schools within the CSA. For purposes of this analysis, "permanent capacity" for each high school shall mean 100% of the permanent existing satisfactory student stations planned to house students by the end of the third year of the Five Year Capital Improvement Plan (after applying the DOE utilization rate), capped at total capacity of 1800 student stations per school.

Step 2. Adding to the aggregate number of student stations determined above, the CSA's aggregate temporary capacity for high schools within the CSA. For purposes of this analysis, each CSA's high school "temporary capacity" shall mean the CSA's proportionate share of the number of student stations required on district-wide basis to accommodate high school students until the School Board experiences district-wide high school student enrollment which is 1080 students more than the School Board's district-wide high school permanent capacity. Each CSA's proportionate share of such temporary capacity shall be determined by dividing 1080 by the total number of high schools operating in the district, and then multiplying by the number of high schools operating in the CSA.

6.2.5 Public School Impact Statement.

The County and City will require a public school impact statement to be completed by the applicant as part of the development application for the following:

- (a) amendments to the Comprehensive Plan future land use map;
- (b) residential rezonings;
- (c) developments of regional impact;
- (d) master site plan applications which include residential units,
- (e) final site plan applications which include residential units.

The public school impact statement will be submitted on a form prepared by the TAC and shall be provided to the School District Staff pursuant to the development review procedures of the City and County.

6.2.6 The General Capacity Analysis

Within thirty (30) days after the School District Staff receives a completed public school impact form for amendments to the Comprehensive Plan future land use map, rezonings, developments of regional impact and master site plans which include

residential units, the School District Staff shall provide the local government with a general capacity analysis which indicates the generalized capacity for all applicable school facilities. This analysis shall be used in the evaluation of the development proposals but shall not provide a guarantee of availability of services or facilities.

6.2.7 Final Concurrency Review.

Upon receipt of a completed public school impact form for final site plans which include residential units, the School District Staff shall provide the local governments with a School Concurrency Review Report that states 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:

- (a) Calculate the aggregate Permanent Capacity and Temporary Capacity for each type of school facility within the CSA within which the project is proposed to be located, and the CSA's which are adjacent thereto. For purposes of this calculation, permanent and temporary capacities shall include the capacities of both existing school facilities, as well as those which are planned to be operational by no later than the conclusion of the third year of the School Board's Five Year Capital Improvement Plan. For purposes of this calculation, CSA's which are separated by rivers or other bodies of water shall only be deemed "adjacent" if connected by a publicly owned bridge accommodating vehicular traffic.
- (b) Calculate available school capacity, by type of school and relevant CSA, by subtracting from the sums determined above:
 - 1. Current student enrollment (determined by the District's October count) for each type of school facility within the CSA within which the project is proposed to be located, and the CSA's which are adjacent thereto;
 - 2. Reserved capacity for student enrollment projected to be developed within three years from projects previously determined to have met school concurrency, and having met the requirements for a reservation of capacity for each type of school facility within the CSA within which the project is proposed to be located, and the CSA's which are adjacent thereto;
 - 3. The demand on school facilities created by the proposed development shall be projected at the county-wide student generation rates specified in the School District's latest Educational Impact Fee report, as the same may be amended from time to time upon request of the School Board; provided that projects granted educational impact fee waivers pursuant to County ordinance shall be deemed to generate no students.

6.3 School Facilities Determination

The County shall approve final site plans, which include residential units, only after the receipt of a School Concurrency Review Report from the School District Staff determining that adequate school capacity exists for the proposed development pursuant to the requirements of the Comprehensive Plan and Land Development Regulations.

The City shall approve final site plans, which include residential units, only after the receipt of a School Concurrency Review Report from the School District Staff determining that adequate school capacity exists for the proposed development pursuant to the requirements of the Comprehensive Plan and Land Development Regulations.

6.4 School Concurrency Service Areas

6.4.1 Initial School Concurrency Service Areas.

The initial concurrency service areas shall be less than district-wide and shall be co-terminus with the adopted School Board's current six facility planning areas adopted at its meeting on January 15, 2008. The boundaries of the concurrency service areas shall be documented in the data and analysis provided in each local government Public School Facilities Element and a map of the concurrency service areas shall be provided in the data and analysis.

The boundaries of the Concurrency Service Areas and any modifications shall be based on the consideration of the following criteria:

- (a) Maximum utilization of school facilities
- (b) Future growth and demographic changes
- (c) Demographic/Socioeconomic balance
- (d) Transportation costs
- (e) Minimizing the disruption to students and families related to attendance zone changes
- (f) Capacity commitments
- (g) The County's Urban Service Districts

Modifications to the concurrency service area boundaries may be made by the School Board, only after review and a reasonable opportunity for comment by the County and City. Nothing herein, however, shall be deemed to prohibit or restrict the School Board from unilaterally changing student attendance zones for one or more of its schools.

6.4.2 Concurrency Services Area Maps.

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.

6.5 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 school concurrency ordinances of the County and City, and this Agreement.
- (b) Acceptable forms of mitigation may include.
 1. The donation of funding for the construction and/or acquisition of school facilities sufficient to offset the demand for public school facilities to be created by the proposed development;
 2. The creation of mitigation banking based on the funding of the construction of a public school facility in exchange for the right to sell excess capacity credits;
 3. Charter schools may also be accepted by the School Board as mitigation under the provisions of this Agreement provided they meet the following operational and design standards:
 - (a) The school has a charter approved by the School Board.
 - (b) The charter school's facilities to be accepted as mitigation shall be built according to the SREF standards set forth in Florida Administrative Code.
 - (c) The charter school's facilities to be accepted as mitigation adhere to the building policies and practices of the School Board, including but not limited to architecture, building materials, and structural hardening.
 - (d) The core facilities for all charter schools, including but not limited to cafeteria, media center, administrative offices, and land area available for recreational uses, parking areas, and storm water retention, shall be sized to accommodate the

standard educational facility sizes established by policy of the School Board as follows:

Elementary School:	750 student stations
Middle School:	1,200 student stations
High School:	1,800 student stations

- (e) All charter schools shall be located along publicly-owned roadways and accessible to any member of the general public.
4. Other mitigation as permitted by state law.
- (c) The following standards apply to any mitigation accepted by the School Board:
 - 1. Proposed mitigation must be directed toward a permanent school capacity improvement which satisfies the demands created by the proposed development.
 - 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 both school site and central facility costs, and be as reported in the School District's latest Educational Impact Fee report, as the same may be amended from time to time upon request of the School Board; except that if the latest Educational Impact Fee report is more than twelve months old then the reported average cost per student shall be increased or decreased annually in the same proportion as any annual percentage increases or decreases in the state-wide cost for new student station established pursuant to Section 1013.64, F.S. 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.
 - (e) If 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 County or City as required by state law

- (f) If 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 County or City in writing and the School District Staff will not issue a School Concurrency Review Report confirming that the project is in compliance with the terms of the school concurrency ordinance.

Section 7 Sustainable Community Planning

7.1 Schools Older Than Twenty Years

The County, City, and School Board agree to strive to maintain and improve schools older than twenty years old, including the use of proximate or adjacent public park and recreational facilities as support facilities. Where mutually agreed by the School Board and County or City, joint use of existing or planned public park, civic and recreational facilities may be redeveloped into classroom or building space.

7.2 Five Year Survey of Facilities

At least every five years, the School Board shall conduct a survey of its facilities and prepare a report to determine the capacity of existing facilities; recommendations for maintenance, repair, improvement and opportunity for expansion; and recommendations for new education and ancillary facilities. In conducting such a survey, consideration shall be given to achieving equity in all school facilities and to minimize the use of portable buildings for classrooms and other ancillary facilities. Where and when possible, the School Board will coordinate its efforts with those of the County and City to acquire adjacent or proximate publicly owned lands for the expansion, renovation or redevelopment of older schools.

7.3 Identification of Future School Sites

The County, City and School Board agree to establish a process for identifying land for future school sites. Under the process, the County, City and School Board may identify sites not presently needed for schools but which are reasonably appropriate for future schools needs. The County or the City or both may contribute to the purchase of property in such amounts as is necessary to facilitate the purchase.

7.4 Large Scale Master Planned Communities

For large scale master planned communities, the County or City shall consider requiring the inclusion of community spaces for educational, recreational and other institutional or public uses. School sites within such communities may be identified and acquired through the collaborative efforts of the County, City, and School Board

7.5 Long Range Transportation Plan

The County, City, and School Board agree that all existing and planned school sites shall be incorporated into the County's long range transportation plan.

7.6 On-Site and Off-Site Improvements

The County, City, and School Board 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 an interlocal agreement as to the timing, location, and the entities responsible for constructing, operating and maintaining the required improvements.

Section 8 Implementation and Amendments

It is understood that the School Superintendent, the County Administrator and City Manager may, in the implementation and administration of this Agreement, act on behalf of their respective Boards in any manner that is customarily delegated. It is also understood that references to the School Superintendent, County Administrator or City Manager shall include their duly appointed representatives.

To the extent that the procedures and requirements referenced from the Land Development Code or Land Development Regulations require interpretation and adjustment to meet the intent of this Agreement, the County Administrator or City Manager may exercise discretion as prescribed by the Land Development Code or Land Development Regulations.

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

Section 9 Termination

Pursuant to Section 1013.33 F.S., this Agreement is effective upon the date of its execution and shall continue in full force and effect; unless and until modified or terminated in accordance with law.

Section 10 Dispute Resolution and Judicial Review

It is agreed that this Agreement services critical and important public interests, and that a failure to abide by the terms of the Agreement will cause irreparable harm to the non-breaching parties. Subject to the limitations of the Florida Governmental Conflict Resolution Act, Chapter 164, F.S., in the event of breach by any party, the non-defaulting parties shall have such rights and remedies as provided by law and equity, specifically including the right to specific performance but specifically excluding damages, monetary or otherwise. If the parties to this Agreement are unable to resolve

any issue covered in the Agreement, except as described in the first part of this subsection, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapters 164 or 186, F S.

Section 11 Severability

If any provision of this Agreement shall be held to be invalid or unenforceable to any extent, that provision shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

Section 12 General Provisions

12.1 Amendment

This Agreement may not be modified or waived orally, shall only be amended pursuant to an instrument in writing and jointly executed by all of the parties to this Agreement, and shall be enforceable by, binding upon, and inure the benefit of the parties and their respective successors and assigns. Any party to this Agreement shall have the right, but not the obligation, to waive in writing rights or conditions within this Agreement reserved for the benefit of such party.

12.2 Venue

This Agreement shall be governed by the laws of the State of Florida, and venue for any proceeding to enforce the provisions of this Agreement shall be in the Circuit Court in and for Martin County, Florida.

12.3 Headings

The headings of this Agreement are inserted for reference and in no way define, limit, or describe the scope or intent of, or otherwise affect this Agreement.

12.4 Construction

All covenants, agreements, representations, and warranties made herein shall be deemed to have been material and relied upon by each party to this Agreement. All parties have participated in the preparation of this Agreement and the provisions of this Agreement shall not be construed for or against any party by reason of authorship.

12.5 Liberal Construction

The provisions of this Agreement shall be liberally construed to effectuate the purposes described above, and the powers conferred by this Agreement shall be in addition and supplementary to the power conferred by any general, local, or special law, or by any charter of any public agency.

12.6 Notices

Any notice required or allowed to be delivered within this Agreement shall be in writing and shall be deemed to be delivered when: 1) hand delivered to the official designated below; 2) three (3) days after deposit in the U.S. Mail; or 3) the date of actual receipt of a courier delivery or facsimile transmission.

CITY:	COUNTY:	SCHOOL BOARD:
City Manager	County Administrator	Superintendent
City of Stuart	Martin County	Martin County School Board
121 SW Flagler Ave	2401 SE Monterey Road	500 E Ocean Ave.
Stuart, FL 34994	Stuart, FL 34996	Stuart, FL 34994
Required Copy To:	Required Copy To:	Required Copy To:
City Attorney	County Attorney	School Board Attorney
City of Stuart	Martin County	Martin County School Board
121 SW Flagler Ave	2401 SE Monterey Road	500 E. Ocean Ave.
Stuart, FL 34994	Stuart, FL 34996	Stuart, FL 34994

12.7 Waiver

The waiver of any breach of the terms of this Agreement shall not be deemed to be a waiver of any subsequent breach.

12.8 Challenge

The parties agree not to initiate or pursue a challenge to this Agreement in any judicial or administrative proceeding. If this Agreement is challenged in any judicial or administrative proceeding, the parties collectively and individually agree to defend its validity through final determination.

Section 13 Effective Date and Recording

The Agreement shall take effect on the date that the last one of the parties has signed as provided below and shall be recorded in the public records of Martin County prior to its effectiveness. Notwithstanding the foregoing, however, the School Concurrency provisions of Article 6 shall not be implemented until the time required by law. Upon this Agreement taking effect, the Interlocal Agreement for School Siting, dated August 8, 2001 and recorded at Official Records Book 1578, Page 934, Public Records of Martin County, Florida and Interlocal Agreement For Public School Facility Planning For Martin County, dated February 4, 2003, shall be replaced in their entirety by this Agreement and shall no longer be in effect.

IN WITNESS HEREOF, this Agreement has been executed by and on behalf of the Martin County School Board on this 19TH day of February, 2008.

ATTEST:

MARTIN COUNTY SCHOOL BOARD



SARA A. WILCOX
SUPERINTENDENT AND EX-
OFFICIO SECRETARY TO THE
SCHOOL BOARD

By 

LAURIE GAYLORD, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS

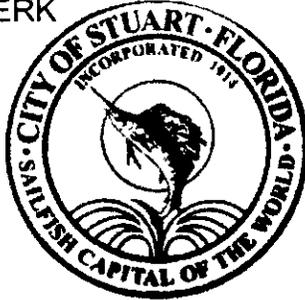


DOUGLAS G. GRIFFIN
SCHOOL BOARD ATTORNEY

IN WITNESS HEREOF, this Agreement has been executed by and on behalf of the City of Stuart on this 25th day of February, 2008.

ATTEST:

[Signature]
CHERYL WHITE
CITY CLERK



CITY OF STUART

By: [Signature]
JEFFREY KRAUSKOPF, MAYOR

APPROVED AS TO FORM AND
CORRECTNESS

[Signature]
PAUL NICOLETTI, CITY ATTORNEY

IN WITNESS HEREOF, this Agreement has been executed by and on behalf of Martin County on this 17th day of March, 2008.

ATTEST:

[Signature]
MARSHA EWING
CLERK OF THE CIRCUIT COURT

MARTIN COUNTY BOARD OF
COUNTY COMMISSIONERS

By: [Signature]
DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM AND
CORRECTNESS

[Signature]
STEVE FRY, COUNTY ATTORNEY

**MARTIN COUNTY SCHOOL SITING TASK FORCE
PROPOSED POLICY MATRIX FOR ELEMENTARY SCHOOL SITE SELECTION**

SUBJECT SITE. _____

RAW SCORE (1-5)	WEIGHT FACTOR	WEIGHTED SCORE
-----------------------	------------------	-------------------

GEOGRAPHIC – WALKABILITY

1	% of students existing within 2-mile radius (0=none, 5=all) (existing students + approved subdivisions/lots projected to be built w/in 5 years but yet unbuilt; MC ARDP data)	x 5	
2	% of students proposed within 2-mile radius (0=none; 5=all) (NOTE: score as improvement to existing condition – as area builds out) (per adopted FLUM and approved subdivisions/lots projected beyond 5 years)	x 5	
3	existing/proposed condition of sidewalk network (0=need to build whole network, 5=network ready) (existing, within first 5 years of adopted CIP + within adopted private master plan)	x 1	
4	walkability of 2-mile radius (along “pedestrian routes” as defined by Chapter 6A-3, F S) (0=not walkable, 5=highly walkable)	x 3	
5	average adopted speed of roadway network within 2-mile radius (use 25 MPH as base) (0=100 fast, 5=25 MPH)	x 3	
SUB-TOTAL FOR CATEGORY (max of 85)			

GEOGRAPHIC – COMPLEMENTARY USES

6	proximity of existing/planned public park/rec uses/sites (w/in 2-3 miles, after-school activities) (0=distant, 5=close) (existing + within first 5 years of adopted CIP)	x 2	
7	proximity of existing/planned complementary public uses (library, comm center) (w/in 2 miles) (0=distant, 5=close) (existing + within first 5 years of adopted CIP)	x 2	
8	potential to co-locate with proposed school facility, public park/rec use, or complementary public use (0=not able, 5=able)	x 2	
9	ability for noxious uses to locate within 1-mile radius (industrial, heavy commercial) (0=none, 5=any) (NOTE existing or potential use based upon adopted FLUM or LDRs, MC to provide list)	x 2	
SUB-TOTAL FOR CATEGORY (max of 40)			

MARTIN COUNTY SCHOOL SITING TASK FORCE
PROPOSED POLICY MATRIX FOR ELEMENTARY SCHOOL SITE SELECTION

SUBJECT SITE: _____

RAW SCORE (1-5)	WEIGHT FACTOR	WEIGHTED SCORE
-----------------------	------------------	-------------------

SUSTAINABLE COMMUNITY DESIGN

10	inclusion of site within adopted public sector plan (e.g., CRA or neighborhood plan) (0=no plan; 5=within plan)	x 4	
11	inclusion of site within adopted private master plan (0=no plan; 5=within plan)	x 2	
12	proximity to population centers (0=close proximity; 5=distant) (MC TAZ)	x 5	
13	degree of triangulation (0=poor triangulation; 5=ideal triangulation) (use SB standard)	x 2	
14	opportunity to redevelop existing underutilized site/adaptive re-use (0=no redevelopment; 5=full redevelopment)	x 4	
15	ability to maintain diversity of student population (reflect MC student demographics) (0=less diverse; 5=as diverse) (existing condition – SB FL Schools Indicator Report)	x 5	
16	size of site as compared to technical standard (0=too big or small; 5=optimal) (NOTE: technical standards: Elementary = 20, Middle = 40, High = 60) (prerequisite minimums: Elementary = 10, Middle = 20, High = 35; SB to scale optimization)	x 4	
SUB-TOTAL FOR CATEGORY (max of 130)			

ENVIRONMENTAL & HYDROLOGIC

17	wetland complications per SFWMD & Martin County LDRs (0=many complications; 5=none)	x 5	
18	functional hydrology of site (high vs low terrain, amount of fill needed) (0=low site/drainage problems; 5=high & dry site) (DATA, stormwater plans, topo maps)	x 3	
19	impacts to native habitat/uplands (0=relocation of listed species, inability to provide wetland buffers, 5=compact area left undisturbed, no impacts upon listed species, wetland buffers provided)	x 3	
SUB-TOTAL FOR CATEGORY (max of 55)			

MARTIN COUNTY SCHOOL SITING TASK FORCE
PROPOSED POLICY MATRIX FOR ELEMENTARY SCHOOL SITE SELECTION

SUBJECT SITE: _____

RAW SCORE (1-5)	WEIGHT FACTOR	WEIGHTED SCORE
-----------------------	------------------	-------------------

INFRASTRUCTURE & EFFICIENCY

20	availability of water – line proximity (0=lines beyond 10 years in CIP, 3=lines within 5 years in CIP, 5=lines close/abutting property)	x 2	
21	water plant capacity (0=no plant capacity available, 3=minimal capacity improvements needed, 5= surplus capacity available)	x 1	
22	availability of sewer – line proximity (0=lines beyond 10 years in CIP, 3=lines within 5 years in CIP, 5=lines close/abutting property)	x 2	
23	sewer plant capacity (0=no plant capacity available, 3=minimal capacity improvements needed, 5= surplus capacity available)	x 1	
24	availability of stormwater (0=lines beyond 10 years in CIP, no plant capacity available, 3=lines within 5 years in CIP; minimal capacity improvements needed, 5=lines close/abutting property, surplus capacity available)	x 2	
25	transportation costs for School Board (amount of bussing required) (0=all bussing; 5=minimal bussing)	x 4	
26	acquisition complications (need for eminent domain, multiple ownership) (0=many, 5= single-owner & no problems)	x 5	
27	inclusion of site within Urban Service District Boundary (0=outside, 3=within secondary, 5=within primary)	x 5	
SUB-TOTAL FOR CATEGORY (max of 110)			

SUB-TOTAL PLANNING/GEOGRAPHIC			
SUB-TOTAL PLANNING/COMPLEMENTARY USES			
SUB-TOTAL SUSTAINABLE COMMUNITY DESIGN			
SUB-TOTAL INFRASTRUCTURE & EFFICIENCY			
SUB-TOTAL ENVIRONMENTAL & HYDROLOGIC			
TOTAL SCORE OUT OF 420 POINTS			

MARTIN COUNTY SCHOOL SITING TASK FORCE
PROPOSED POLICY MATRIX FOR MIDDLE SCHOOL SITE SELECTION

EXHIBIT A

SUBJECT SITE _____

RAW SCORE (1-5)	WEIGHT FACTOR	WEIGHTED SCORE
-----------------------	------------------	-------------------

GEOGRAPHIC – WALKABILITY

1	% of students existing within 2-mile radius (0=none, 5=all) (existing students + approved subdivisions/lots projected to be built w/in 5 years but yet unbuilt, MC ARDP data)	x 3	
2	% of students proposed within 2-mile radius (0=none; 5=all) (NOTE: score as improvement to existing condition – as area builds out) (per adopted FLUM and approved subdivisions/lots projected beyond 5 years)	x 3	
3	existing/proposed condition of sidewalk network (0=need to build whole network; 5=network ready) (existing, within first 5 years of adopted CIP + within adopted private master plan)	x 1	
4	walkability of 2-mile radius (along “pedestrian routes” as defined by Chapter 6A-3, F.S.) (0=not walkable, 5=highly walkable)	x 2	
5	average adopted speed of roadway network within 2-mile radius (use 25 MPH as base) (0=100 fast; 5=25 MPH)	x 2	
SUB-TOTAL FOR CATEGORY (max of 55)			

GEOGRAPHIC – COMPLEMENTARY USES

6	proximity of existing/planned public park/rec uses/sites (w/in 2-3 miles, after-school activities) (0=distant, 5=close) (existing + within first 5 years of adopted CIP)	x 2	
7	proximity of existing/planned complementary public uses (library, comm center) (w/in 2 miles) (0=distant, 5=close) (existing + within first 5 years of adopted CIP)	x 2	
8	potential to co-locate with proposed school facility, public park/rec use, or complementary public use (0=not able; 5=able)	x 2	
9	ability for noxious uses to locate within 1-mile radius (industrial, heavy commercial) (0=none, 5=any) (NOTE: existing or potential use based upon adopted FLUM or LDRs, MC to provide list)	x 2	
SUB-TOTAL FOR CATEGORY (max of 40)			

MARTIN COUNTY SCHOOL SITING TASK FORCE
PROPOSED POLICY MATRIX FOR MIDDLE SCHOOL SITE SELECTION

SUBJECT SITE: _____

RAW SCORE (1-5)	WEIGHT FACTOR	WEIGHTED SCORE
--------------------	---------------	----------------

SUSTAINABLE COMMUNITY DESIGN

10	inclusion of site within adopted public sector plan (e.g., CRA or neighborhood plan) (0=no plan; 5=within plan)	x 4	
11	inclusion of site within adopted private master plan (0=no plan; 5=within plan)	x 2	
12	proximity to population centers (0=close proximity, 5=distant) (MC TAZ)	x 5	
13	degree of triangulation (0=poor triangulation, 5=ideal triangulation) (use SB standard)	x 4	
14	opportunity to redevelop existing underutilized site/adaptive re-use (0=no redevelopment, 5=full redevelopment)	x 4	
15	ability to maintain diversity of student population (reflect MC student demographics) (0=less diverse, 5=as diverse) (existing condition - SB FL Schools Indicator Report)	x 5	
16	size of site as compared to technical standard (0=too big or small, 5=optimal) (NOTE: technical standards, Elementary = 20, Middle = 40, High = 60) (prerequisite minimums: Elementary = 10; Middle = 20, High = 35, SB to scale optimization)	x 4	
SUB-TOTAL FOR CATEGORY (max of 140)			

ENVIRONMENTAL & HYDROLOGIC

17	wetland complications per SFWMD & Martin County LDRs (0=many complications, 5=none)	x 5	
18	functional hydrology of site (high vs low terrain; amount of fill needed) (0=low site/drainage problems, 5=high & dry site) (DATA stormwater plans, topo maps) impacts to native habitat/uplands	x 3	
19	(0=relocation of listed species, inability to provide wetland buffers; 5=compact area left undisturbed, no impacts upon listed species, wetland buffers provided)	x 3	
SUB-TOTAL FOR CATEGORY (max of 55)			

MARTIN COUNTY SCHOOL SITING TASK FORCE
PROPOSED POLICY MATRIX FOR MIDDLE SCHOOL SITE SELECTION

SUBJECT SITE: _____

RAW SCORE (1-5)	WEIGHT FACTOR	WEIGHTED SCORE
-----------------------	------------------	-------------------

INFRASTRUCTURE & EFFICIENCY

20	availability of water – line proximity (0=lines beyond 10 years in CIP, 3=lines within 5 years in CIP, 5=lines close/abutting property)	x 2	
21	water plant capacity (0=no plant capacity available, 3=minimal capacity improvements needed, 5=surplus capacity available)	x 1	
22	availability of sewer – line proximity (0=lines beyond 10 years in CIP, 3=lines within 5 years in CIP, 5=lines close/abutting property)	x 2	
23	sewer plant capacity (0=no plant capacity available, 3=minimal capacity improvements needed, 5=surplus capacity available)	x 1	
24	availability of stormwater (0=lines beyond 10 years in CIP, no plant capacity available, 3=lines within 5 years in CIP, minimal capacity improvements needed, 5=lines close/abutting property, surplus capacity available)	x 2	
25	transportation costs for School Board (amount of bussing required) (0=all bussing, 5=minimal bussing)	x 5	
26	acquisition complications (need for eminent domain, multiple ownership) (0=many, 5=single-owner & no problems)	x 5	
27	inclusion of site within Urban Service District Boundary (0=outside, 3=within secondary, 5=within primary)	x 5	
SUB-TOTAL FOR CATEGORY (max of 115)			

SUB-TOTAL PLANNING/GEOGRAPHIC			
SUB-TOTAL PLANNING/COMPLEMENTARY USES			
SUB-TOTAL SUSTAINABLE COMMUNITY DESIGN			
SUB-TOTAL INFRASTRUCTURE & EFFICIENCY			
SUB-TOTAL ENVIRONMENTAL & HYDROLOGIC			
TOTAL SCORE OUT OF 105 POINTS			

MARTIN COUNTY SCHOOL SITING TASK FORCE
PROPOSED POLICY MATRIX FOR HIGH SCHOOL SITE SELECTION

EXHIBIT A

SUBJECT SITE: _____

RAW SCORE (1-5)	WEIGHT FACTOR	WEIGHTED SCORE
-----------------------	------------------	-------------------

GEOGRAPHIC – WALKABILITY

1	% of students existing within 2-mile radius (0=none, 5=all) (existing students + approved subdivisions/lots projected to be built w/in 5 years but yet unbuilt, MC ARDP data)	x 2	
2	% of students proposed within 2-mile radius (0=none, 5=all) (NOTE: score as improvement to existing condition – as area builds out) (per adopted FLUM and approved subdivisions/lots projected beyond 5 years)	x 2	
3	existing/proposed condition of sidewalk network (0=need to build whole network, 5=network ready) (existing, within first 5 years of adopted CIP + within adopted private master plan)	x 1	
SUB-TOTAL FOR CATEGORY (max of 25)			

GEOGRAPHIC – COMPLEMENTARY USES

4	proximity of existing/planned public park/rec uses/sites (ballfields abutting, pool, tennis, golf w/in 1 mi) (0=distant, 5=close) (existing + within first 5 years of adopted CIP)	x 1	
5	proximity of existing/planned complementary public uses (library, comm center) (w/in 5 miles) (0=distant, 5=close) (existing + within first 5 years of adopted CIP)	x 1	
6	proximity of existing/planned neighborhood commercial/office uses (HS after-school jobs, co-op learning) (0=beyond 5 miles, 5=within 1 mile) (existing + approved within 5 year timeframe)	x 1	
7	potential to co-locate with proposed school facility, public park/rec use, or complementary public use (0=not able, 5=able)	x 3	
8	ability for noxious uses to locate within 1-mile radius (industrial, heavy commercial) (0=none, 5=any) (NOTE: existing or potential use based upon adopted FLUM or LDRs, MC to provide list)	x 2	
9	proximity of facilities for additional educational opportunities (e.g., IRCC, performing arts center, teaching hospital) (0=beyond 1 mile, 5=within 1 mile)	x 1	
SUB-TOTAL FOR CATEGORY (max of 45)			

MARTIN COUNTY SCHOOL SITING TASK FORCE
PROPOSED POLICY MATRIX FOR HIGH SCHOOL SITE SELECTION

RAW SCORE (1-5)	WEIGHT FACTOR	WEIGHTED SCORE
--------------------	---------------	----------------

SUBJECT SITE _____

SUSTAINABLE COMMUNITY DESIGN

10	inclusion of site within adopted public sector plan (e.g., CRA or neighborhood plan) (0=no plan, 5=within plan)	x 4	
11	inclusion of site within adopted private master plan (0=no plan, 5=within plan)	x 2	
12	proximity to population centers (0=close proximity, 5=distant) (MC TAZ)	x 5	
13	degree of triangulation (0=poor triangulation, 5=ideal triangulation) (use SB standard)	x 5	
14	opportunity to redevelop existing underutilized site/adaptive re-use (0=no redevelopment, 5=full redevelopment)	x 4	
15	ability to maintain diversity of student population (reflect MC student demographics) (0=less diverse; 5=as diverse) (existing condition – SB FL Schools Indicator Report)	x 5	
16	dispersion ability of roadway network (0=limited dispersion, 5=extensive dispersion) (need list of roadway classifications)	x 2	
17	size of site as compared to technical standard (0=too big or small; 5=optimal) (NOTE: technical standards Elementary = 20; Middle = 40, High = 60) (prerequisite minimums: Elementary = 10, Middle = 20, High = 35, SB to scale optimization)	x 4	
SUB-TOTAL FOR CATEGORY (max of 55)			

ENVIRONMENTAL & HYDROLOGIC

18	wetland complications per SFWMD & Martin County LDRs (0=many complications, 5=none)	x 5	
19	functional hydrology of site (high vs low terrain; amount of fill needed) (0=low site/drainage problems, 5=high & dry site) (DATA: stormwater plans, topo maps)	x 3	
20	impacts to native habitat/uplands (0=relocation of listed species; inability to provide wetland buffers; 5=compact area left undisturbed, no impacts upon listed species, wetland buffers provided)	x 3	
SUB-TOTAL FOR CATEGORY (max of 55)			

MARTIN COUNTY SCHOOL SITING TASK FORCE
PROPOSED POLICY MATRIX FOR HIGH SCHOOL SITE SELECTION

SUBJECT SITE: _____

RAW SCORE (1-5)	WEIGHT FACTOR	WEIGHTED SCORE
-----------------------	------------------	-------------------

INFRASTRUCTURE & EFFICIENCY

21	availability of water – line proximity (0=lines beyond 10 years in CIP, 3=lines within 5 years in CIP, 5=lines close/abutting property)	x 2	
22	water plant capacity (0=no plant capacity available, 3=minimal capacity improvements needed, 5=surplus capacity available)	x 1	
23	availability of sewer – line proximity (0=lines beyond 10 years in CIP, 3=lines within 5 years in CIP, 5=lines close/abutting property)	x 2	
24	sewer plant capacity (0=no plant capacity available, 3=minimal capacity improvements needed, 5=surplus capacity available)	x 1	
25	availability of stormwater (0=lines beyond 10 years in CIP, no plant capacity available, 3=lines within 5 years in CIP, minimal capacity improvements needed, 5=lines close/abutting property, surplus capacity available)	x 2	
26	LOS of closest major arterial road (0=currently over-capacity; 5=projected surplus of capacity in 5 years) (NOTE include planned improvements up to school ETA)	x 3	
27	proximity of major arterial road (HS traffic circulation, prevents rhd Disruption) (0=far way, 5=close/abutting) (MPO/traffic planners to determine appropriate distance)	x 2	
28	transportation costs for School Board (amount of bussing required) (0=all bussing, 5=minimal bussing)	x 5	
29	acquisition complications (need for eminent domain, multiple ownership) (0=many, 5=single-owner & no problems)	x 5	
30	inclusion of site within Urban Service District Boundary (0=outside, 3=within secondary, 5=within primary)	x 5	
SUB-TOTAL FOR CATEGORY (Max of 140)			

SUB-TOTAL PLANNING/GEOGRAPHIC			
SUB-TOTAL PLANNING/COMPLEMENTARY USES			
SUB-TOTAL SUSTAINABLE COMMUNITY DESIGN			
SUB-TOTAL INFRASTRUCTURE & EFFICIENCY			
SUB-TOTAL ENVIRONMENTAL & HYDROLOGIC			
TOTAL SCORE OUT OF 420 POINTS			



MARTIN COUNTY

BOARD OF COUNTY COMMISSIONERS

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SARAH W. WOODS County Attorney

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January 13, 2020

Kevin Freeman, Development Director
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994

Bonnie Landry, AICP, Director of Planning
Village of Indiantown
Post Office Box 398
Indiantown, FL 34956-0398

Garret Grabowski, Chief Operations Officer
Martin County School District
Stuart Learning Center
1050 East 10th Street
Stuart, FL 34996

Dear Mr. Freeman, Ms. Landry, and Mr. Grabowski:

In accordance with State Statute, Martin County, the City of Stuart and the Martin County School Board entered into an Interlocal Agreement (ILA) for School Facility Planning and Siting in 2008. The interlocal agreement sets forth a variety of requirements for the jurisdictions to cooperate in matters of school siting and school concurrency. The incorporation of the Village of Indiantown, and revisions to State Statute now require a revised or new interlocal agreement.

The ILA contains provisions for a staff working committee. County staff are responsible for scheduling the meetings of the staff working committee. The staff working committee is charged with working on issues related ILA and will be the group to draft the revised or new agreement for consideration by each of the jurisdictions' boards. Attached to this letter is a list of Potential Changes to the ILA. Most are minor. While a few larger policy issues are suggested, these would only be addressed pending direction from the jurisdictions' Boards.

Mr. Kevin Freeman
Ms. Bonnie Landry
Mr. Garret Grabowski
January 13, 2019
Page 2

The Interlocal Agreement requires the jurisdictions to hold Joint meetings. For 2020, the Joint meetings are scheduled for: February 13, 2020; June 1, 2020; and October 21, 2020. All meetings are scheduled for 9 AM to noon and are held at the John F. Armstrong Wing of the Blake Library.

To accomplish this Update, Martin County:

- Requests the three jurisdictions that are parties to the ILA to designate staff members to be on the ILA staff working committee.
- Requests that Martin County staff present an overview of the ILA to the Village of Indiantown Council in January.
- Notifies the three jurisdictions that it shall invite the Village of Indiantown elected officials and staff to attend the Joint meetings, beginning in February.
- Prepare a Status Update agenda item to be reviewed at each Joint meeting on ILA Agreement progress of the staff working group.

If you wish additional information, or a presentation for your elected officials, please contact me to schedule it.

We welcome any suggestions you have regarding the ILA or the process for its revision. I may be contacted at nikkiv@martin.fl.us. Also, please assign your staff representative(s) for the staff working group. If time constraints preclude your participation at this time, please indicate that as well.

Sincerely,



Nicki van Vonno, AICP
Growth Management Director

NvV/mh
Enclosure

Copy: David Dyess, City Manager, City of Stuart
Howard W. Brown, ICMA-CM, Town Manager, Village of Indiantown
Laurie J. Gaylord, Superintendent, Martin County School District

Potential Changes to Interlocal Agreement for School Facilities Planning and Siting

The list below contains suggested revisions. Most are minor. Larger policy issues may be addressed in any update pending direction from the jurisdictions' boards.

General areas of update:

- Add references to the Village of Indiantown.
- Correct all references to State Statute.
- Review all references to the Technical Advisory Committee (TAC) which is a different than the Staff Working Committee.

Page 6 Statutory Basis and Intent

- Add Village of Indiantown
- Correct citations to State Statute References
- Review each jurisdiction's Intergovernmental Element of its Plan to ensure statutory requirements are met.

Pages 7 – 9 Section 1 Definitions

- Edit definitions if needed.
- Delete "ORC report" definition
- Add Village of Indiantown to definitions

Page 9 Section 2 Coordination and Sharing of Information

- Update 2.1.1 Quarterly staff meetings.
- Add Village of Indiantown to 2.1.3. Semi-Annual meetings

Page 11

- Review Section 2.4 Student Enrollment, Population Projections and Growth and Development Trends

Page 14

- Review Section 2.6 Co-location and Shared Use
- Check statutory references to Section 3.1 Plant Survey and Five-Year Work Program.

Broader Policy Issues

Many sections reference staffs working together on a variety of issues, but in practice this does not occur at the level described or on the subject areas required.

It appears the adopted LOS includes portable classrooms and exceeds the Comp plan goals for student capacity (750,1200, 1800) per school.

When the Public School Facilities Element was added to the Plan by Ordinance 801 (2008) it indicated a need for 4 new schools (apparently 2 were built) including a west county high school.

Perhaps short- and long-range planning should review the above 2 issues.

Should concurrency be District wide rather than by Concurrency Service Area? Statute recommends that it be by District¹

Should we have more CSA's than high schools? It seems that a service area should include all of the components that make up the service to an area.

Are revisions to school siting needed?

¹ State Statute 163.3180 (6)(a) (f)1.



MARTIN COUNTY

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January 16, 2020

Terry O'Neil, Management Consultant
Town of Ocean Breeze
Post Office Box 1025
Jensen Beach, FL 34958

Gene A. Rauth, Town Manager
Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455

Michelle Lee Berger, Town Manager
Town of Sewall's Point
1 S. Sewall's Point Road
Sewall's Point, FL 34996

Dear Mr. O'Neil, Mr. Rauth, and Ms. Berger:

In accordance with State Statute, Martin County, the City of Stuart and the Martin County School Board entered into an Interlocal Agreement (ILA) for School Facility Planning and Siting in 2008. The interlocal agreement sets forth a variety of requirements for the jurisdictions to cooperate in matters of school siting and school concurrency. The incorporation of the Village of Indiantown, and revisions to State Statute, now require a revised or new interlocal agreement. Martin County is coordinating the update of the Schools Interlocal Agreement (ILA).

In 2008 the municipalities of Ocean Breeze, Jupiter Island and Sewall's Point were exempt from the requirement to be a party to the ILA under Section 163.31777 (3), cited below.

(3) A municipality is exempt from the requirements of subsections (1) and (2) if the municipality meets all of the following criteria for having no significant impact on school attendance:

(a) The municipality has issued development orders for fewer than 50 residential dwelling units during the preceding 5 years, or the municipality has generated fewer than 25 additional public school students during the preceding 5 years.

Mr. Terry O'Neill
Mr. Gene Rauth
Ms. Michelle Lee Berger
January 16, 2020
Page 2

- (b) The municipality has not annexed new land during the preceding 5 years in land use categories that permit residential uses that will affect school attendance rates.
- (c) The municipality has no public schools located within its boundaries.
- (d) At least 80 percent of the developable land within the boundaries of the municipality has been built upon.
- (4) At the time of the evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191, each exempt municipality shall assess the extent to which it continues to meet the criteria for exemption under subsection (3). If the municipality continues to meet the criteria for exemption under subsection (3), the municipality shall continue to be exempt from the interlocal agreement requirement. Each municipality exempt under subsection (3) must comply with this section within 1 year after the district school board proposes, in its 5-year district facilities work program, a new school within the municipality's jurisdiction.

Please review the exemption and confirm that you remain exempt. Please email me at nikkiv@martin.fl.us that your jurisdiction remains exempt. If not, you may wish to participate in a staff working group to update the ILA. I can provide you additional information, or you may wish to attend the upcoming Joint Workshop meeting on February 13, 2020; scheduled for 9 AM to noon at the John F. Armstrong Wing of the Blake Library.

Sincerely,



Nicki B. van Vonno, AICP

NvV/mh

Copy: Don Donaldson, Deputy County Administrator

XI.



MARTIN COUNTY SCHOOL DISTRICT ENVIRONMENTAL INITIATIVES

Valerie Gaynor

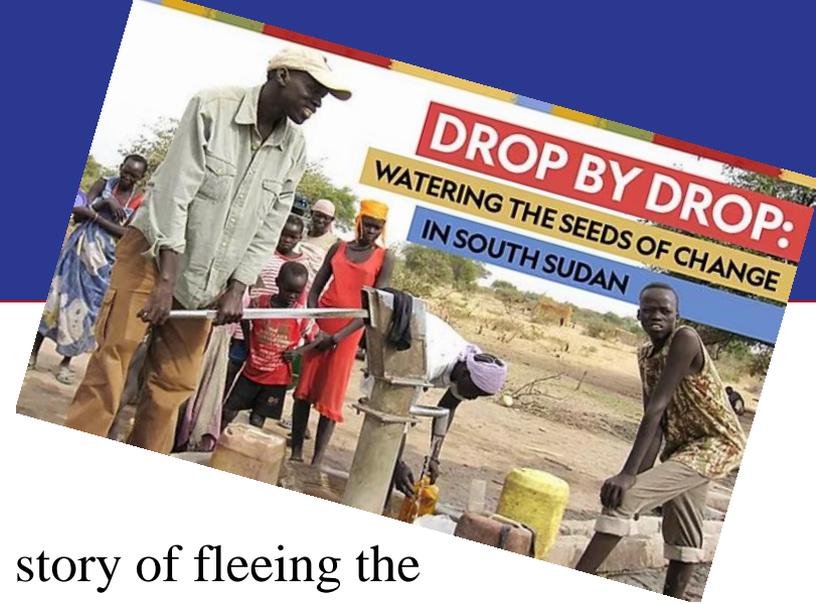
K-12 Science Coordinator

Laura Holmedal

Director of Food and Nutritional
Services

EDUCATE
ALL STUDENTS
FOR **SUCCESS**

Students4H₂O



- Drop by Drop Event: Salva Dut tells his story of fleeing the civil war in Sudan and how that experience led him to his current mission
 - March 25, 2020, at 7:00 p.m.
 - Lyric Theatre
- Water for South Sudan Fundraiser
- Character Counts- Student of the month: Students4H₂O helps to reward students and staff who are exemplary in supporting the mission of the United Nations Sustainable Development Goals to *end poverty, reduce inequalities, and protect our planet*

PLASTIC BAG INITIATIVE



- This initiative is to educate families and the youth in our community about the effects plastic bags have on our waterways and marine life and generate a positive educational movement
- Our school district is the first in Florida to have a partnership with Publix Corporation
- Students also gain leadership roles within their school and community, allowing for internal (school) and external (local/state awards) recognition



WATER FEST



- Martin County Schools students and staff participate in a collaborative effort with Students4H₂O and the City of Stuart. Water Fest is a student-run event that promotes educating the community about sustainability.



EDUCATE ALL STUDENTS FOR
SUCCESS



TEAM GREEN MARTIN

- Team Green Martin is designed as a school-based program to increase opportunities to build relationships among students while learning and preserving our environment
- This program brings together students with autism or other disabilities with their typical peers around a common conservation goal
- Team Green members meet with buddies and help our environment by recycling and participating in other environmental acts of stewardship



GREEN SCHOOLS RECOGNITION PROGRAM

Our schools participate in environmental initiatives in their school and community and are able to participate in the Green Schools Recognition Program (GSRP). This is an environmental showcase hosted by FAU Pine Jog and the Community Foundation for Palm Beach and Martin Counties

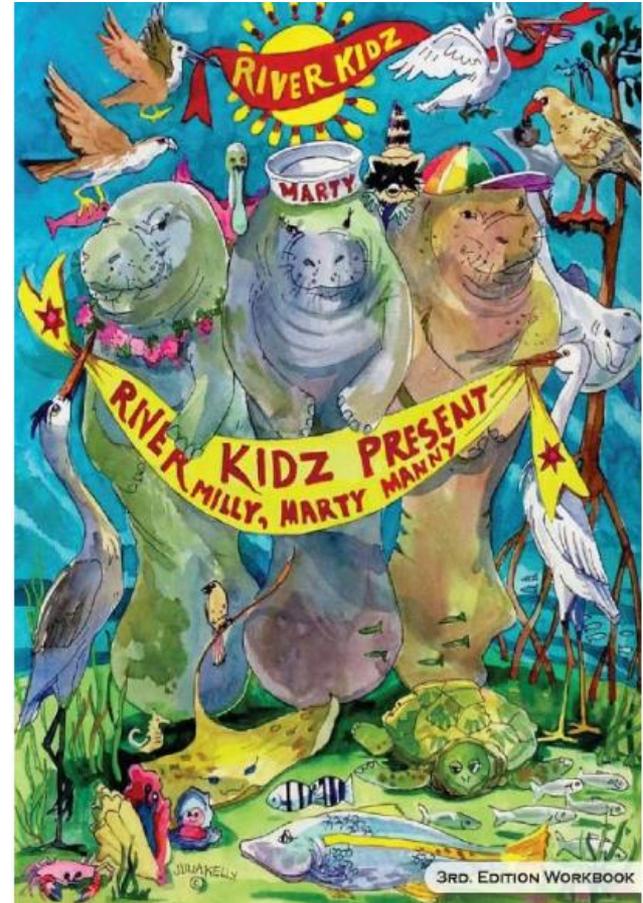


EDUCATE **ALL** STUDENTS FOR
SUCCESS



RIVER KIDZ

- 4th Grade students in our district work through a standards-based curriculum built to increase student understanding of our local ecosystem
- The goal is to inspire young people to become environmental stewards and preserve our local waterways



EDUCATE ALL STUDENTS FOR
SUCCESS



ENVIRONMENTAL STUDIES CENTER

- Our Martin County students have the unique opportunity of participating in an environmental field trip each year in grades K-7
- Field trips promote students being environmental stewards while learning about their local ecosystem



ESC COMMUNITY ENVIRONMENTAL EVENTS



- **Fall Open House**
 - October 19th
 - 10:00 am-1:00 pm
- **Grandparents Day Brunch**
 - February 1st
 - 9:00 am-12:00 pm
- **Spring Open House**
 - April 4th
 - 10:00 am-1:00 pm
- International Coastal Cleanup
- EarthSavers Crew
- Environmental Lectures Series
- Turtle Walks
- Special Request Tours



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IN SCHOOL ENVIRONMENTAL FIELD TRIPS

Florida Power and Light

- Many elementary schools provide an in-school presentation with Captain Wattage, courtesy of FPL
- Solar Stations provided by FPL



Hobe Sound Nature Center

- Many schools host in-school field trips that promote environmental education in our schools



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ENVIROTHON

- The Regional and Florida Envirothons are problem-solving, natural resource education programs for high school students
- There are field-oriented programs in which students work in teams of five, learn to use critical thinking skills, and develop problem-solving and communications skills to answer written questions or conduct hands-on investigations about environmental issues



ENVIRONMENTAL AND/OR GARDENING CLUBS

- Many schools engage in environmental or gardening clubs
- Work in collaboration with Martin County School District Food and Nutrition Services to incorporate student-grown produce into the school lunch program



OUTDOOR LEARNING SPACE

- Our schools have a variety of outdoor learning spaces including short nature walks, outdoor classrooms, butterfly gardens, and various gardens



YOUTH DRIVEN CINEMA

- The Mission of Youth Driven Cinema is to educate and engage the youth of Martin County by fostering community involvement within the arts and sciences

May 1, 2020

6:30 pm

The Lyric Theatre



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IN WATER RESEARCH TURTLE TRUNK PROGRAM

- Teachers have availability for FREE hands-on, experiential conservation education to their classrooms through one of our traveling trunk programs



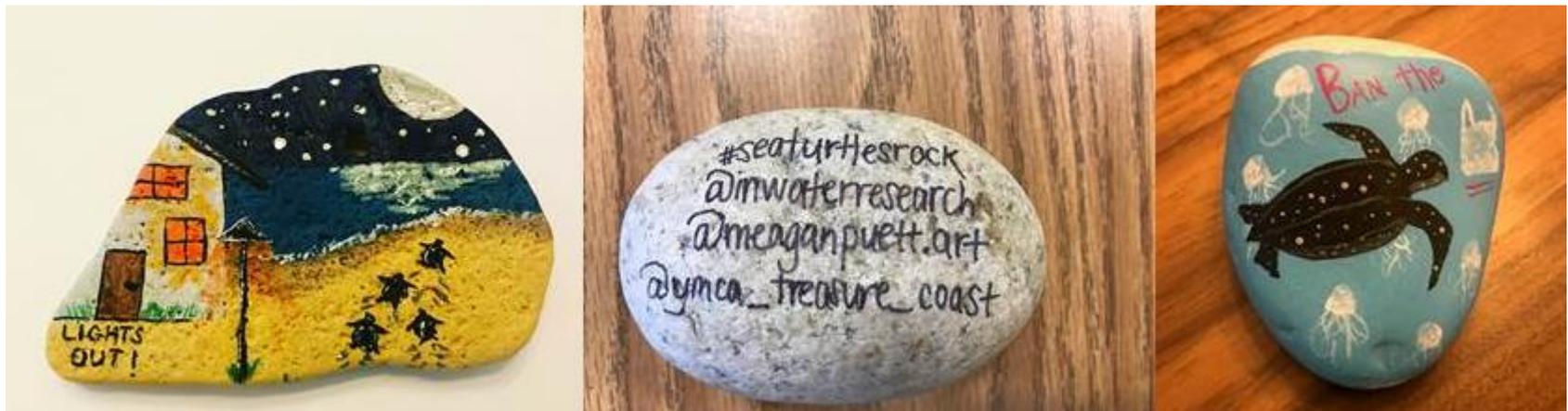
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#SEATURTLESROCK CAMPAIGN



- The campaign encourages local communities to work together to shed light on sea turtle nesting season while highlighting ways citizens can help



FUTURE INITIATIVES

- **WaterVentures-** The WaterVentures Learning Lab is a traveling environmental science center. This amazing vehicle is a 53 foot semi-trailer which has been customized to provide a platform for educational outreach programs
- **NEED Project incorporated in our elementary schools-** National Energy Education Development Kids Teaching Kids philosophy as a fundamental principle of NEED programming – encouraging students to explore, experiment, and engage, and encouraging teachers to embrace student leadership in the classroom. NEED trains and assists teachers in harnessing the energy of the classroom – the energy of students
- **Nearpod-** new online student engagement platform designed to engage students in content areas. Currently examining environmental and climate lessons for distribution to schools



FOOD & NUTRITION SERVICES

CURRENT INITIATIVES

Milk & Juice Pouches

- EPA rates it superior to cartons
- 74% less energy required
- 81% less waterborne waste
- 59% less atmospheric emissions
- Straw and pouch contains less plastic than one water bottle top lid.



Saving on Garbage Removal

- Weight reduced by 80%
- Trash space reduced by over 70%
- Fewer trash liners required
- Less trash pick ups



PROVIDING THE RESOURCES TO NOURISH STUDENT SUCCESS

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FOOD & NUTRITION SERVICES

2020 INITIATIVES



Spork Kit

- Spork kit is passed out to students
- New slanted straw will be substituted for regular straw
- Unitized for minimal waste

SKIP THE STRAW



No more self serve straws – posters will be placed where the straws were located

Communicate through posters and announcements the “Why and How” of the change in behavior

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PROVIDING RESOURCES

- Making this year our “final straw” for jumbo straws
- Condition and encourage students to drink out of cups without the use of a straw
- Cultivate stewardship values that impact schools and our community



Straws will be by request only – Cafeterias will not be purchasing jumbo straws

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FOOD & NUTRITION SERVICES

CURRENT INITIATIVES



Styrogenie

- Over 95% reduction in foam waste
- Over 60% reduction in waste removal
- 100% foam diversion from landfill
- Fosters student awareness
- Community stewardship
- Waste repurposed into picture frames

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SUCCESS



QUESTIONS AND CONTACT INFORMATION

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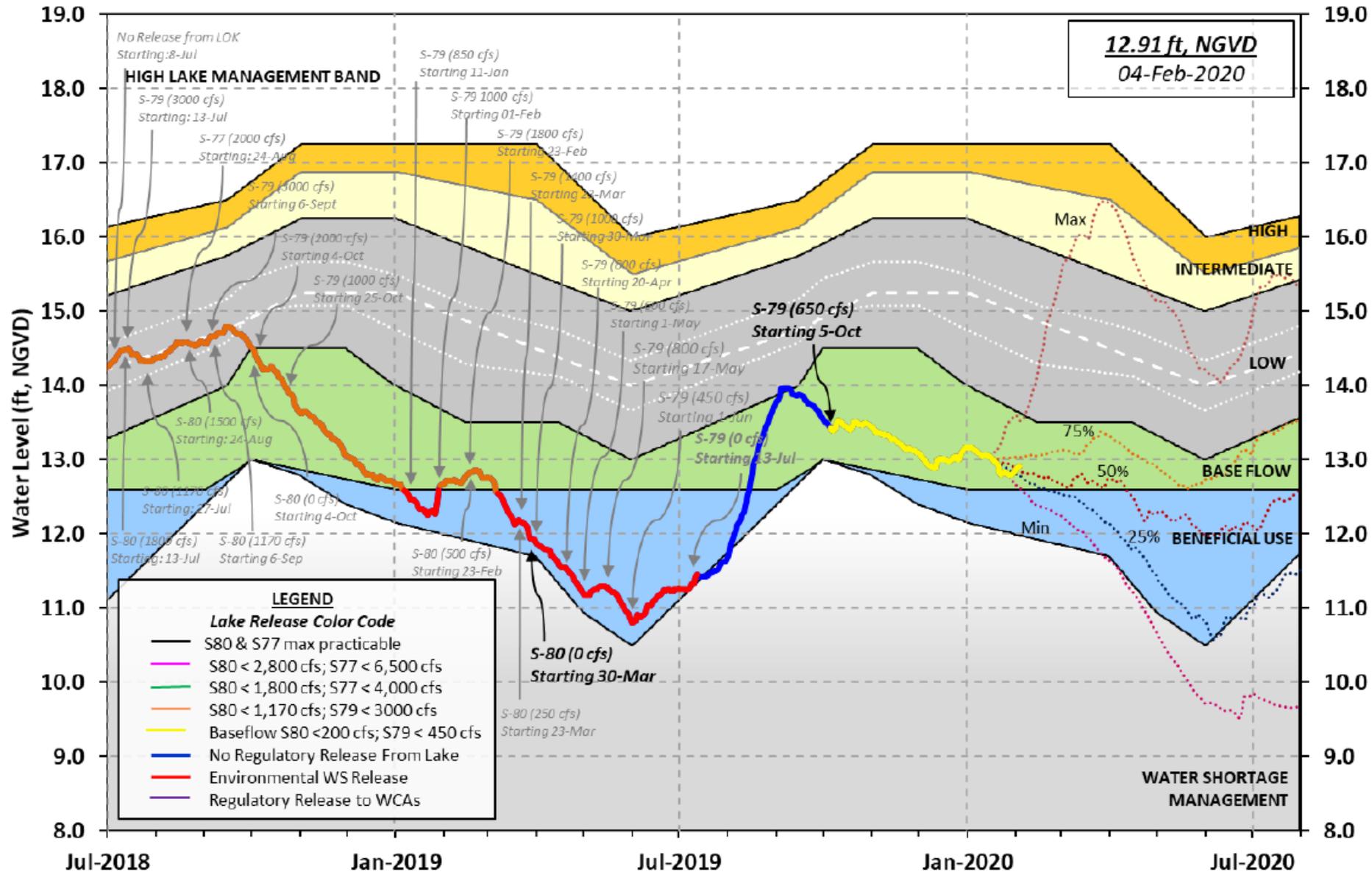


XII.



What is LOSOM? |

Lake Okeechobee Water Level History and Projected Stages



LORS-2008

Adopted by USACE 28-April-2008

Projected Stage Percentiles From
SFWMD-HESM Position Analysis

History of Lake Management

LOSOM: 2022 – 2032

LORS08: 2008 - 2022

WSE: 2000 - 2008

Run25: 1992 - 2000

Above 15.5: 1978 - 1992

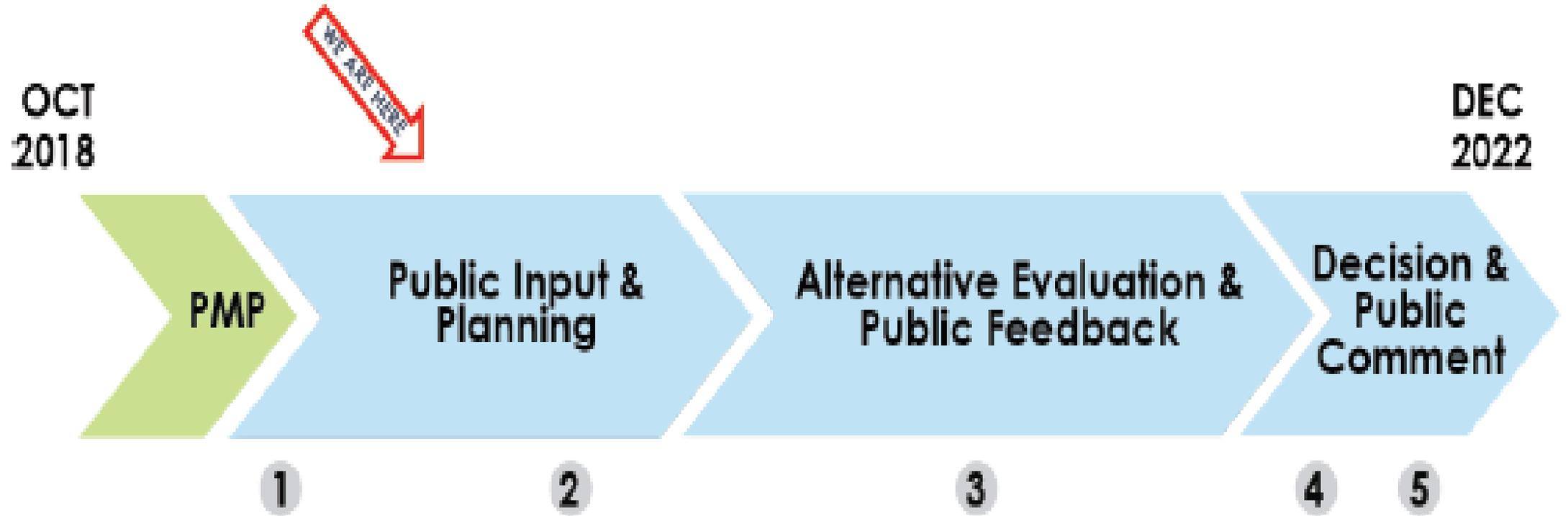
Below 15.5: 1951 - 1977

CLIMATE

Key Milestones

- Approved PMP and Review Plan.....January 2019
- Public Scoping/Plan Formulation.....February – September 2019
- Public Workshops/Alternative Evaluation.....October 2019 – September 2021
- Prepare Draft LOSOM/NEPA Document.....October 2021 – January 2022
- Public Comment/Draft LOSOM/NEPA Document.....February – March 2022
- Prepare Final LOSOM/NEPA Document.....April – May 2022
- Final LOSOM NEAPA Document.....September 2022
- Signed Record of Decision (ROD).....December 2022

Progress



Public Engagement Opportunities



Martin County Contributions



Scoping Letter



Sensitivity Runs and
Performance Metrics Letter

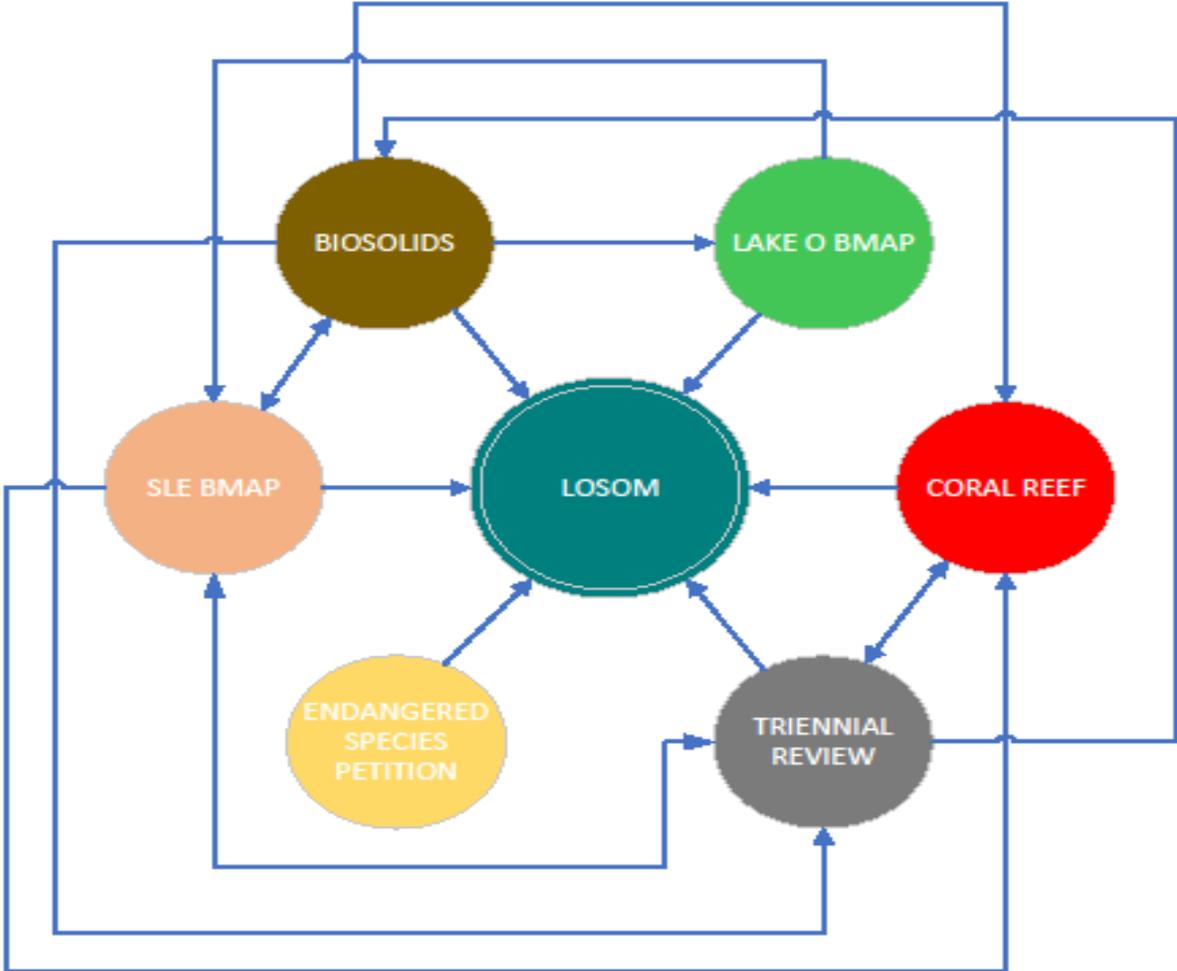


Performance Letter Update



Associated Inputs

Associated County Inputs



Sub Teams



Water Quality / HABs



Water Supply



Plan Formulation / Modeling



Ecology



Economics

Project Team

COUNTY STAFF

- James Gorton
- Ruth Holmes
- Kathy Fitzpatrick
- Anne Murray
- Katie Bowes
- Martha Ann Kneiss
- Laura Beaupre
- John Maehl

CONSULTANTS

- Modeling Engineer
- Estuarian Scientist
- Climate Scientist /
Hydrologic Modeler
- Hydrogeologist
- NEPA Technical Expert
- Coastal Engineer /
Modeler
- Plan Formulation
Expert
- Water Resource
Planner

**For more information
please visit:**

www.martin.fl.us/LOSOM