

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Hagerty High School Site Plan

DEPARTMENT: Planning & Development DIVISION: Planning

AUTHORIZED BY: Donald S. Fisher CONTACT: Kathy Fall EXT. 7389

Agenda Date: 3/23/04 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

1. **REVIEW** site plan and receive public comment for Hagerty High School and **APPROVE** the waiver to the sidewalk requirement along the west property line abutting Old Lockwood Road on property consisting of 31.59 acres, zoned Public Lands and Institutions (PLI), located at 3225 Lockwood Boulevard; or
2. **REVIEW** site plan and receive public comment for Hagerty High School and **DENY** the waiver to the sidewalk requirement along the west property line abutting Old Lockwood Road on property consisting of 31.59 acres, zoned Public Lands and Institutions (PLI), located at 3225 Lockwood Boulevard; or
3. **CONTINUE** the public hearing to a time and date certain.

District 1 – Maloy

Kathy Fall, Senior Planner

BACKGROUND:

In 1994, the Board of County Commissioners (BCC) affirmed the Board of Adjustment's decision to approve a special exception for a high school on Lockwood Boulevard. The BCC approved the use with the condition that the site plan would be later reviewed by the Board in a public hearing.

In 1996, Seminole County entered into an inter-local agreement with the Seminole County School Board (SCSB) pursuant to the development of the site, then referenced as the High School "BBB" Site. The inter-local agreement specifies that the site plan shall be reviewed by the Development Review Committee (DRC) for Land Development Code compliance prior to its review by the BCC in a public hearing.

After completing its review of the site plan, staff held a DRC meeting on March 3, 2004 to communicate its comments to

Reviewed by:	
Co Atty:	<u>DFC</u>
DFS:	
Other:	<u>DFC</u>
DCM:	<u>SS</u>
CM:	<u>DFC</u>
File No.	<u>ph130pdp02</u>

representatives of the SCSB. Staff has determined the final site plan complies with the stated provisions of the inter-local agreement to include restricted access to service, faculty and bus traffic from Old Lockwood Road; provision of requisite building setbacks and buffers; improvement of Lockwood Boulevard from Old Lockwood Road north to the bridge; compliance with the Econlockhatchee River Protection Ordinance; and compliance with Seminole County Lighting Ordinance.

However, staff believes that a sidewalk is necessary along the portion of the property abutting Old Lockwood Road. The applicant disagrees with the need for this requirement and therefore has requested a waiver. This Board has the authority to waive the sidewalk requirement of Section 30.1382, LDC, pursuant to Section 30.1381, LDC, upon a finding that such a waiver will not pose undue risk or harm to the health, safety and welfare of the County or the surrounding neighborhoods.

The applicant is also requesting the following variances, which are scheduled for Board of Adjustment consideration on March 29, 2004:

- Request for maximum building height variance from 35 feet to 46 feet for a proposed auditorium; and
- Request for maximum building height variance from 35 feet to 36 feet for a proposed gymnasium.

RECOMMENDATION:

Staff recommends the Board of County Commissioners review the Hagerty High School site plan and receive public comment and that the Board deny the requested waiver to the sidewalk requirement along the west property line abutting Old Lockwood Road due to safety concerns and the need for pedestrian circulation between the school and the abutting public right-of-way.

ATTACHMENTS:

1996 Inter-local Agreement
Site Plan
Request for waiver of sidewalk requirement

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INTERLOCAL AGREEMENT BETWEEN
SEMINOLE COUNTY AND SCHOOL BOARD OF SEMINOLE COUNTY
FOR THE DEVELOPMENT OF HIGH SCHOOL "BBB" SITE

THIS INTERLOCAL AGREEMENT, is made and entered into this
26 day of Nov., 1996, by and between SEMINOLE
COUNTY, a political subdivision of the State of Florida, whose
address is the Seminole County Services Building, 1101 East First
Street, Sanford, Florida 32771, hereinafter referred to as the
"COUNTY", and the SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, the
governing body of the Seminole County School District pursuant to
State law, whose address is 400 East Lake Mary Boulevard, Sanford,
Florida 32773, hereinafter referred to as the "BOARD" regarding the
development of a fifty-nine (59) acre site described in Exhibit A
and hereinafter referred to as "SITE".

W I T N E S S E T H:

WHEREAS, the BOARD purchased the SITE for a future High School
"BBB", following local government review and approval for the
anticipated land use; and

WHEREAS, the COUNTY approved a Special Exception to permit the
development of the SITE with certain restrictions on December 15,
1994; and

WHEREAS, the COUNTY has initiated a comprehensive plan
amendment and rezoning of the SITE from Low Density Residential,
High Density Residential and Commercial to Public, Quasi-public and
from A-1, R-3 and C-2 to PLI; and

RETURN TO COUNTY HALL

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WHEREAS, all the Concurrency Review Requirements as provided by Chapter 10 of the Seminole County Land Development Code have been satisfied; and

WHEREAS, the BOARD requires that water and sewer capacity be available as early as August 2000 and as late as August 2005; and

WHEREAS, both parties recognize the need for certain development restrictions and assurances; and

WHEREAS, the terms and conditions of this agreement are consistent with the Seminole County Comprehensive Plan and serve a public need; and

WHEREAS, Section 235.193, Florida Statutes, permits a local government and district school board to establish an alternative process for reviewing a proposed educational facility and site plan, and offsite impacts; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125 and 163, Florida Statutes, as well as other applicable law,

NOW, THEREFORE, in consideration of the mutual understandings, promises, agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Commitments. The BOARD agrees to honor the following commitments in the development of the SITE, unless

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changing conditions warrant a revision and that revision is agreeable to both parties:

(a) No student traffic shall access the site from Old Lockwood Road. Old Lockwood Road shall be utilized for service, faculty and bus access only.

(b) The building setbacks and buffers defined in the Seminole County Land Development Code Chapter 30, Part 71, Public School Locational Criteria and Site Design Standards (as they may be amended from time to time) shall be maintained.

(c) Lockwood Boulevard, from Old Lockwood Road north to the bridge, must be four-laned prior to occupancy by the school.

(d) The site plan shall be designed in compliance with the Econlockhatchee River Protection Ordinance.

(e) The BOARD shall submit a lighting plan in accordance with Section 30.1233(b), Seminole County Land Development Code.

(f) The BOARD shall submit a site plan of the high school prior to construction to be reviewed by the Development Review Committee for compliance with the Land Development Code and applicable State laws and rules. This site plan shall also be presented to the COUNTY in a public hearing.

(g) Prior to construction, the BOARD shall submit signal studies for Lockwood Boulevard at the High School "BBB" entrance and complete such signalization if warranted.

Section 3. Permitted Use. The COUNTY agrees that a high school is a permitted land use on the SITE and shall permit

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Development of the SITE in accordance with the provisions of this Agreement.

Section 4. Public Facilities. The concurrency public facilities serving the SITE are specified in the Conditional Statement of Concurrency attached hereto as Exhibit B.

Section 5. Cooperation. The BOARD and COUNTY agree that they and their officers, agents and employees will provide all reasonable and necessary cooperation and assistance to one another as may be reasonably necessary in order to facilitate this Agreement and that they will review and consider revisions to this Agreement if warranted.

Section 6. Indemnification. The COUNTY, its officers and employees shall not be deemed to assume any liability for intentional acts, negligent acts or omissions of the BOARD or any of its officers, agents, or employees relating to this Agreement. The BOARD, to the extent permitted by law, agrees to indemnify, hold harmless and defend the COUNTY, its officers, employees and agents from any and all claims for damages arising out of intentional acts, negligent acts or omissions of the BOARD any of its officers and employees related to this Agreement.

The BOARD, its officers and employees shall not be deemed to assume any liability for intentional acts, negligent acts or omissions of the COUNTY or any of its officers, agents, or employees relating to this Agreement. The COUNTY, to the extent permitted by law, agrees to indemnify, hold harmless and defend the BOARD, its officers, employees and agents from any and all claims

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for damages arising out of intentional acts, negligent acts or omissions of the COUNTY any of its officers and employees related to this Agreement.

Section 7. Term. This Agreement shall remain in effect for ten years unless mutually terminated in writing by the parties.

Section 8. Notices. Whenever either party desires to give notice unto the other, notice may be sent to:

COUNTY

County Manager
County Services Building
1101 East First Street
Sanford, Florida 32771

BOARD

Superintendent of Schools
Seminole County Public Schools
400 East Lake Mary Boulevard
Lake Mary, Florida 32773

Either of the parties may change, by written notice, the address or person for receipt of notice.

Section 9. Conflict of Interest.

(a) The BOARD agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) The BOARD hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly

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or indirectly, in the business of the BOARD to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the BOARD hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 10. Modification. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly executed by both parties.

Section 11. Severability. If any one or more of the covenants or provision of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement and shall, in no way, affect the validity of the remaining covenants or provision of this Agreement.

Section 12. Entire Agreement. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements in effect between the parties, relating to the subject matter hereof.

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Section 13. Effective date. This Agreement shall take effect on the date that it is executed by both parties hereto.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expressed on the day and year first written above.

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ATTEST:

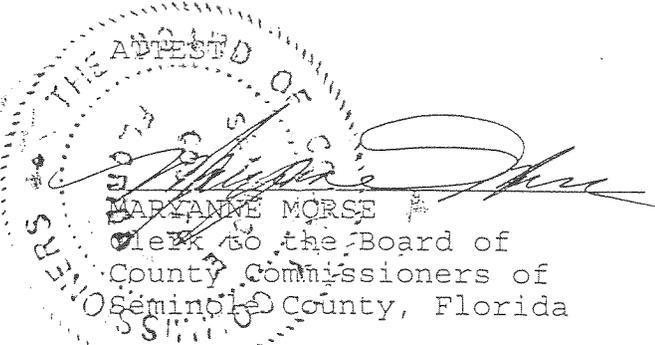
SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA

Paul J. Hagerty
DR. PAUL J. HAGERTY
Superintendent

By: Sandra Robinson
SANDRA J. ROBINSON
Chairperson

As authorized by execution by the School Board in its meeting of October 22, 1996.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



By: Randall C. Morris
Randall C. Morris Chairman

Date: 12-2-96

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

As authorized for execution by the Board of County Commissioners at their November 26, 1996, regular meeting.

Randall Morris
County Attorney

AC/gn
9/24/96
SCHED. BBB
Attachments

- Exhibit A - Legal Descriptions for the Site
- Exhibit B - Conditional Statement of Concurrence

EXHIBIT "A"

HIGH SCHOOL "BBB" SITE

SITE 1 - D. ARTHUR YERGEY

Tax Parcel # Seminole County, Florida 25-21-31-300-004B-0000. The South 1/4 of the South West 1/4 of the South West 1/4 (Less Road) located in Section 25, Township 21 South, Range 31 East, Seminole County, Florida. (Zoning: R-3.)

SITE 2 - ROBERT M. KELLER

Tax Parcel # Seminole County, Florida 36-21-31-300-003B-0000. The South 1/2 of the North 1/3 of the North West 1/4 of the North West 1/4 (Less Road) and Seminole County 36-21-31-003C-0000. The North 1/6 of the North West 1/4 of the North West 1/4 (Less Road). Located in Section 36, Township 21 South, Range 31 East, Seminole County, Florida. (Zoning: C-2.)

SITE 3 - MARY JANE STUART

Tax Parcel # Seminole County, Florida 36-21-31-300-003A-0000. The South 1/3 of the North 1/2 of the North West 1/4 of the North West 1/4 (Less Road). (Zoning: C-2 and A-1.)

SITE 4 - JERRY L. MABIE

Tax Parcel # Seminole County, Florida 36-21-31-300-0030-0000. The South 1/2 of the North West 1/4 of the North West 1/4 (Less Road). Located in Section 36, Township 21 South, Range 31 East, Seminole County, Florida. Tax Parcel #'s Seminole County, Florida 35-21-31-300-001A-0000, 35-21-31-300-001J-0000, 35-21-31-300-001Q-0000, 36-21-31-300-003A-0000, 36-21-31-300-003B-0000, and 36-21-31-300-003C-0000. (Zoning: C-2.)

SITE 5 - CARL A. SLIVINSKI

Tax Parcel # Seminole County, Florida 35-21-31-300-001A-0000. The South 296 feet of the East 296 feet of the North East 1/4 of the North East 1/4 and 35-21-31-300-001J-0000. The North 1/2 of the East 1/4 of the North East 1/4 of the North East 1/4 and 35-21-31-300-001Q-0000. The South 1/2 of the East 1/4 of the North East 1/4 of the North East 1/4 (Less the South 296 feet of the East 296 feet) located in Section 35, Township 21 South, Range 31 East, in Seminole County, Florida. (Zoning: A-1.)

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CONDITIONAL STATEMENT OF CONCURRENCY

1. Property Address/Location: East side of Lockwood Boulevard; approximately 2000 feet South of the intersection of Lockwood Boulevard and old Lockwood Road and approximately one (1) mile North of the Seminole/Orange County line.
2. Property Legal Description: See Exhibit A.
3. Involving the following tax parcels of property, in whole or in part:
 - 25-21-31-300-004B-0000
 - 36-21-31-300-003B-0000
 - 36-21-31-300-003A-0000
 - 36-21-31-300-0030-0000
 - 35-21-31-300-001A-0000
4. If developed as a public high school in accordance with the INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE SCHOOL BOARD OF SEMINOLE COUNTY ("Interlocal Agreement") dated the 26th day of November, 1996.
5. Not to exceed: approximately 59 acres, serving 2,558 students with building construction up to 365,000 gross square feet.
6. Based upon an application for a Development Order made for and by:

Development Name	HIGH SCHOOL "BBB"
Applicant Name	SEMINOLE COUNTY SCHOOL BOARD
Type of Development Order	INTERLOCAL AGREEMENT
Concurrency Application #'s	94-0115-010-0000

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7. This Conditional Statement of Concurrency is valid during the period during which the Interlocal Agreement is in effect and will expire upon expiration of the Interlocal Agreement, the subject Development's failure to proceed in accordance with the attached Table of Timing/Phasing or to maintain valid final development orders as follows:

This Conditional Statement of Concurrency is valid only in conjunction with the issuance, recording, and continued validity of a Seminole County Development Order, the Interlocal Agreement and the Related Approvals issued in response to the application cited in Item 6 above, and is therefore subject to the terms, conditions and expiration dates as listed therein and as governed by the Seminole County Land Development Code. The expiration date can be extended only under the same terms and conditions as the underlying development order, Interlocal Agreement issued with this Conditional Statement of Concurrency, or to coincide with the expiration date of subsequent development order(s) issued for the same property, use and size as described herein.

8. This Conditional Statement of Concurrency is further subject to the following additional conditions and failure to abide by and comply with these conditions will result in revocation of this Conditional Statement:
- a. Be advised that Seminole County can make no substantive evaluation regarding stormwater (drainage) requirements except in conjunction with development submissions and reviews pursuant to the County's Land Development Code. Further, development of this property is subject to any and all requirements and conditions of the Land Development Code and Development Orders which may be issued on this property.
 - b. Signalization (by others) of CR 419/Lockwood Boulevard and Lockwood Boulevard/Mitchell Hammock Road to be in place prior to the high school opening, if warranted.
 - c. Prior to construction, the Seminole County School Board shall ensure that detailed signal studies for Lockwood Boulevard at the High School "BBB" project entrance are conducted, and shall undertake and complete such signalization if warranted.
 - d. The demand estimates of 38,370 gallons per day for water and for sewer do not include use of potable water for landscape irrigation, nor water/sewer demand which may be associated with certain air conditioning systems, cafeteria facilities, or athletic/shower facilities. Capacity demand estimates (and related fee obligations) are therefore specifically subject to County review and approval of refined calculations to be provided by the applicant's engineers at the time of all site plan and DEP permit submissions, and thus are subject to potential change.

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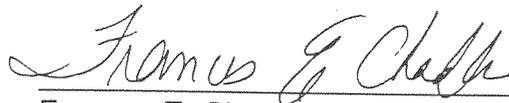
9. The Concurrency Management System does not serve as a guarantee to any person or property owner that a particular level of service or amount of public facility capacity exists or will exist in the future on a particular concurrency public facility at any given point in time.

10. **ISSUANCE OF CONDITIONAL STATEMENT:**

This is to certify that for the specific development project on the specific property described above, Concurrency Review requirements as provided by Chapter 10 of the Seminole County Land Development Code have been satisfied and that a specified quantity of concurrency public facilities has been conditionally reserved to serve this project.

This Conditional Statement of Concurrency is not transferable to or on any property other than the property described herein; provided, however, that, if a partial transfer is desired, each such transfer is subject to approval by the County in accordance with its documentation and monitoring procedures and requirements. The Concurrency Review has been conducted pursuant to Chapter 10 of the Seminole County Land Development Code based upon the data and information provided by the applicant. The availability of concurrency public facilities is not guaranteed in any way for any additional impact which may result from the applicant's modifying the data or information provided in the application for this Conditional Statement of Concurrency. Concurrency Review does not replace or supersede the County's development review process and requirements and, accordingly, no assurance as to accessibility to facilities or as to adequacy of estimates for ultimate issuance of development permits is made or implied. Further, this Conditional Statement of Concurrency offers no other assurances, does not approve any development order, and does not grant any development rights.

11. Signed:



Frances E. Chandler
Comprehensive Planning Manager
Seminole County, Florida

Dated: 11/27/96

SEMINOLE COUNTY
PLANNING DEPARTMENT

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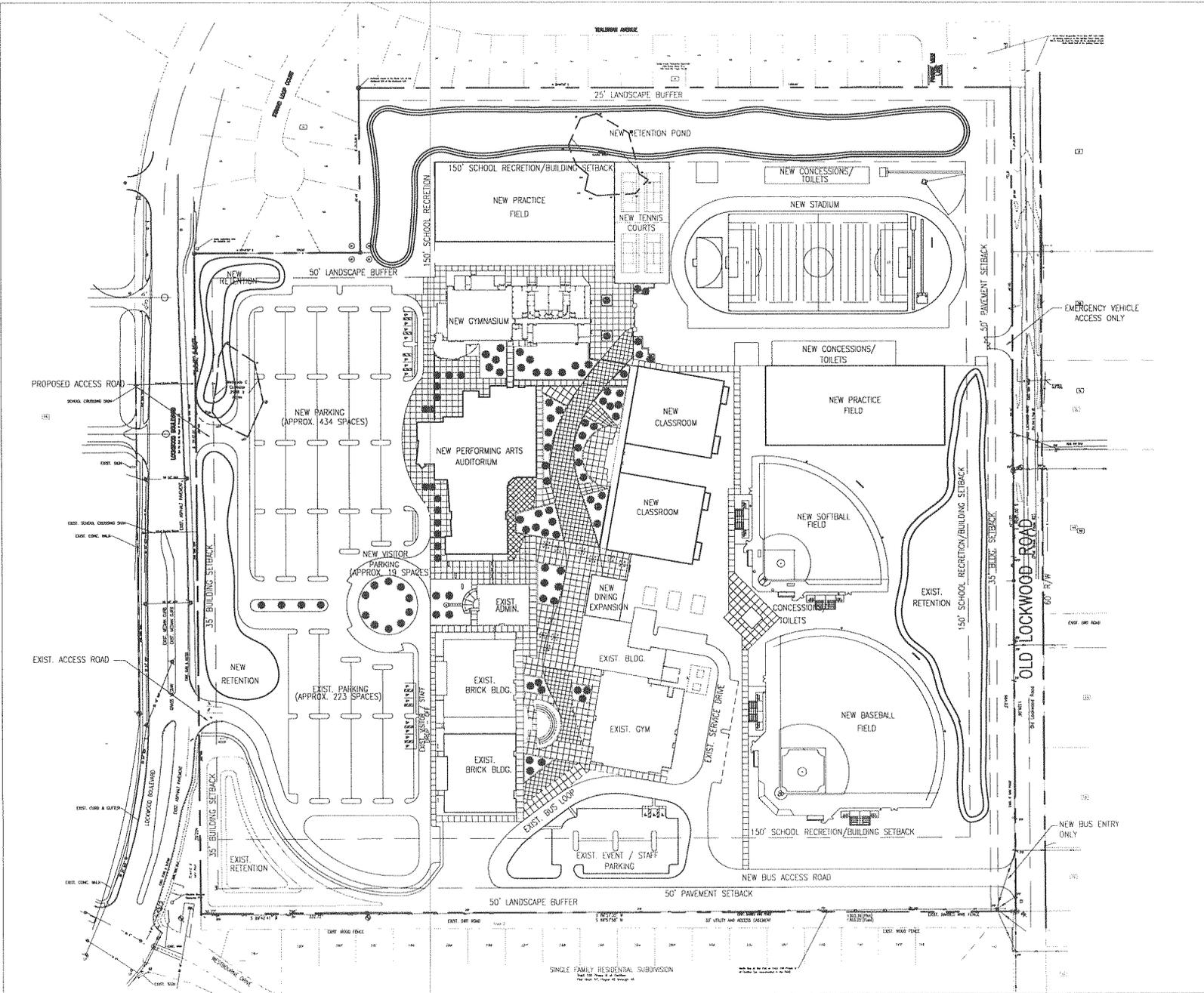
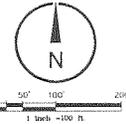
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Table of Timing/Phasing

Seminole County School Board High School "BBB"

A Single Phase Of Development			
School Opening	Construction Start Date and Water & Sewer Facility Fee Payment Due Date	Maximum Square Feet of Buildings	Projected Enrollment
August 1, 2000 to August 1, 2005	<p>Construction Start - Approximately two (2) years in advance of opening.</p> <p>Facility Fee Payment - Due prior to any connection to the utility system, in conjunction with submittal of Seminole County utility reservation agreement and County's approval of FDEP Permit or County's authorization to make a Single Service connection, whichever occurs first.</p>	365,000 Square Feet	2,558 Students

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SITE DATA:

- ZONING: PU EXISTING LAND USE: MIDDLE SCHOOL
- FEMA: ZONE C
- SOIL TYPE: PLUMMER, BUNTON, & LEON FINE SAND
- SETBACK REQUIREMENTS:
 - LOCKWOOD BLVD. 35 FT.
 - OLD LOCKWOOD ROAD 35 FT.
 - RESIDENTIAL USE 50 FT.
 - ACTIVE USE 50 FT.
 - SCHOOL RECREATION 150 FT.

NEW BUILDING DATA:

- INTENDED USE: HIGH SCHOOL
- NO. OF STORES: SINGLE AND TWO STORES
- BUILDING HEIGHT: 45' MAX
- BUILDING FOOTPRINT: = 258,365 S.F.
- GROSS BLDG. AREA: = 360,339 SF

NEW SITE DATA:

- TOTAL SITE: 31.59 AC.
- EXIST. BLDG: = 101,100 SF = 2.32 AC
- NEW BLDG.: = 197,265 SF = 4.52 AC
- TOTAL BLDG.: = 298,365 = 6.85 AC.
- EXIST. PAVING: = 6.44 AC.
- NEW PAVING: = 7.66 AC.
- TOTAL PAVING: = 14.1 AC.
- TOTAL IMPERVIOUS: = 20.98 AC = 68.3%
- TOTAL PERVIOUS: = 10.64 AC = 33.7%

PARKING DATA:

- EXIST. PARKING = 233 SPACES
- NEW PARKING = 434 SPACES
- TOTAL PARKING = 667 SPACES

WAVYER REQUEST

A REQUEST IS MADE TO WAIVE REQUIREMENTS TO PLACE A SIDEWALK ALONG OLD LOCKWOOD ROAD.

NEW OVERALL SITE PLAN

