

SEMINOLE COUNTY GOVERNMENT
BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM

SUBJECT: Interlocal Agreement for Public School Facility Planning

DEPARTMENT: Planning and Development DIVISION: Planning

AUTHORIZED BY: Donald S. Fisher CONTACT: Tony Matthews EXT. 7373

Agenda Date 04/08/03 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Adopt the attached Interlocal Agreement for Public School Facility Planning with a finding of consistency with the requirements of Florida Statutes and transmit to the Florida Department of Community Affairs for issuance of a Notice of Intent finding the Agreement consistent with state law.

(Countywide)

(Tony Matthews, Principal Planner)

BACKGROUND:

Laws of Florida 2002-296, requires local governments to develop and execute an Interlocal Agreement for coordinated land use and public school facility planning. The Board of County Commissioners has been designated as the agency responsible for facilitating the Interlocal Agreement for Seminole County, the School Board and County Municipalities.

The attached "Interlocal Agreement for Public School Facility Planning" (the "Agreement") was prepared by the Planning Technical Advisory Committee, which is comprised of a representative from Seminole County, the Seminole County School Board and each of the County Municipalities. In February, the Florida Department of Community Affairs (DCA) completed an informal review of a draft of the proposed Agreement and issued a letter stating that the draft Agreement included all required components (see enclosed letter).

STAFF RECOMMENDATION:

Recommend adoption of the attached Interlocal Agreement for Public School Facility Planning with a finding of consistency with the requirements of Florida Statutes.

LAND PLANNING AGENCY (LPA) BRIEFING:

On March 5, 2003, the LPA recommend approval of the subject Agreement, 7 to 0.

Attachments: Fact Sheet, Agreement, DCA letter, public comment.

Reviewed by: SA
Co Atty: SA
DFS: SA
Other: SA MN
DCM: SA
CM: SA
File No. rpdp01

ADDITIONAL BACKGROUND:

Attached is a Fact Sheet with additional background regarding the proposed Agreement. The proposed Agreement is based on a model agreement prepared by DCA.

Meeting dates have been tentatively set by the School Board and County Municipalities to adopt this Agreement in a timely fashion to meet the May 1, 2003 deadline. Florida Statutes encourages the adoption of a single agreement among participants.

PUBLIC COMMENT:

A community meeting was held on January 30, 2003, to receive public input regarding the proposed Agreement. Two (2) residents have expressed concern that the Agreement favors the School Board and that more of the language from the model agreement should be incorporated into the proposed Agreement (see enclosed emails).

Staff has also briefed the Council of Governments in Seminole County (CALNO) regarding of the Agreement and has requested their support of the Agreement.

SANCTIONS FOR NOT COMPLETING THE AGREEMENT:

The state may impose sanctions (withholding of certain funds) on the County and School Board if the Agreement is not received at DCA by the May 1, 2003 deadline. Seminole County will receive grant monies in the amount of \$8,780 for completion of the Agreement.

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INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING



**An Interlocal Agreement for Seminole County, the
Seminole County School Board and Municipalities**

**FACT SHEET FOR THE
BOARD OF COUNTY COMMISSIONERS**

8 April 2003

1. What is the purpose of the Interlocal Agreement?

- Local governments are required to develop and execute an Interlocal Agreement for coordinated land use and public school facility planning (Laws of Florida 2002-296, effective May 31, 2002).
- The Board of County Commissioners has been designated as the agency responsible for facilitating the Interlocal Agreement for Seminole County, the School Board and Municipalities in Seminole County.
- State statutes encourage adoption of a single agreement among participants.

2. What are the minimum requirements of the Interlocal Agreement?

- A process by which the local government and school district agree and base their plans on consistent projections of the amount, type and distribution of population growth and student enrollment;
- A process to share and coordinate information relating to existing and planned school facilities, including school renovations and closures and local plans for development and redevelopment;
- Participation with school board in the process of evaluating potential school closures, significant renovations to existing schools and new site selection prior to acquisition...and how the school district may request an amendment to the local comprehensive plan for school siting;
- A process for determining need and timing for onsite and offsite improvements relating to new, expanded or renovated schools;
- A process for school board to notify local governments regarding school capacity (Note: This an optional requirement; however, a public hearing is required if this is not a part of the agreement);
- Participation of local governments with school board's 5-year facilities program and plant survey;
- A process for determining joint use of school board or local government facilities for mutual benefit and efficiency;
- A procedure for dispute resolution between the school district and local governments; and
- Oversight process, including public participation, for implementation of the agreement.

3. Are there state reviews of the Interlocal Agreement?

- The Office of Educational Facilities, SMART (Soundly Made, Accountable, Reasonable, and Thrifty) Schools Clearinghouse and the Florida Department of Community Affairs (DCA) will review and comment on the Interlocal Agreement. DCA will issue a Notice of Intent finding the Agreement compliant or noncompliant with state law.

4. How was the Interlocal Agreement prepared?

- The Planning Technical Advisory Committee (PTAC), comprised of staff from Seminole County, the School Board and County Municipalities, developed the Interlocal Agreement to meet the minimum provisions of state law.
- The Interlocal Agreement is being presented to each participant for adoption.

5. Are there any penalties for failure to submit the Interlocal Agreement?

- The state may impose sanctions (withholding of certain funds) on local governments and school boards if the Interlocal Agreement is not received at DCA by the May 1, 2003 deadline.
- In February, DCA completed an informal review of a draft of the proposed Agreement and issued a letter stating that the draft Agreement included all required components.

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1 **INTERLOCAL AGREEMENT FOR**
2 **PUBLIC SCHOOL FACILITY PLANNING**

3 THIS INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING,
4 herein referred to as the "Agreement", is made and entered into as of the most recent
5 date shown below by and among the SCHOOL BOARD OF SEMINOLE COUNTY,
6 FLORIDA, a political subdivision of the State of Florida and a body corporate pursuant
7 to Section 230.21, Florida Statutes, whose address is 400 East Lake Mary Boulevard,
8 Sanford, Florida 32773-7127; SEMINOLE COUNTY, FLORIDA, a political subdivision of
9 the State of Florida, whose address is Seminole County Services Building, 1101 East
10 First Street, Sanford, Florida 32771-1468; the CITY OF ALTAMONTE SPRINGS
11 FLORIDA, a municipal corporation, whose address is 225 Newburyport Avenue,
12 Altamonte Springs, Florida 32701; the CITY OF CASSELBERRY, FLORIDA, a
13 municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida
14 32707; the CITY OF LAKE MARY, FLORIDA, whose address is 100 North Country Club
15 Road, Lake Mary, Florida 32746; the CITY OF LONGWOOD, FLORIDA, a municipal
16 corporation, whose address is 175 West Warren Avenue, Longwood, Florida 32750; the
17 CITY OF OVIEDO, FLORIDA, a municipal corporation, whose address is 400
18 Alexandria Boulevard, Oviedo, Florida 32765; the CITY OF SANFORD, FLORIDA, a
19 municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida
20 32771-1788; and the CITY OF WINTER SPRINGS, FLORIDA, a municipal corporation,
21 whose address is 1126 East State Road 434, Winter Springs, Florida 32708-2799.

22 **WHEREAS**, the School Board of Seminole County, Florida; Seminole County;
23 and the seven (7) municipal corporations listed above shall be herein referred to as the
24 "SCHOOL BOARD", the "COUNTY", the "CITIES", or "CITY", respectively, or
25 corporately as the "PARTIES"; and

26 **WHEREAS**, the PARTIES recognize a mutual obligation and responsibility for
27 the education, nurturing and general well-being of the children, citizens and students
28 within their respective community; and

29 **WHEREAS**, the PARTIES recognize the benefits to children, citizens and
30 students of their respective communities by more closely coordinating their
31 comprehensive land use and public school facilities planning programs via: (1) improved
32 coordination of development of new public schools in time and location with land
33 development activities; (2) greater efficiency for the PARTIES by locating public schools
34 to take advantage of existing and planned transportation corridors, water, sewer, and
35 parks and recreational facilities; (3) improved student access and safety by coordinating
36 the construction of new and expanded public schools with road, sidewalk and trail
37 construction programs of the COUNTY and CITIES; (4) improved urban form by locating
38 and designing public schools to serve as focal points of the communities; (5) improved
39 efficiency and convenience by co-locating public schools with parks, ball fields,
40 recreational facilities, libraries, and other community facilities to take advantage of joint
41 use opportunities; (6) reduction of pressures contributing to urban sprawl; and (7)
42 support of existing neighborhoods by appropriately locating new public schools and
43 expanding and renovating existing public schools; and

44 **WHEREAS**, Section 1013.35(2)(a), Florida Statutes, requires that the location of
45 public educational facilities must be consistent with the comprehensive plan and
46 implementing land development regulations of the appropriate governing body; and

47 **WHEREAS**, Part II, Chapter 163, Florida Statutes, requires the coordination of
48 local government comprehensive plans with the comprehensive plans of adjacent local
49 governments and the plans of school districts; and

50 **WHEREAS**, Section 163.3177(6)(h)1 and 2, Florida Statutes, requires each local
51 government to adopt an intergovernmental coordination element as part of their
52 comprehensive plan that states principles and guidelines to be used to accomplish
53 coordination of the adopted comprehensive plan with the plans of the school boards,
54 and describes the processes for collaborative planning and decision making on
55 population projections and public school siting; and

56 **WHEREAS**, Sections 163.31777 and 1013.33, Florida Statutes, further require
57 each county and the non-exempt municipalities within that county to enter into an

58 interlocal agreement with the district school board to jointly establish the specific ways
59 in which the plans and processes of the district school board and the local governments
60 are to be coordinated; and

61 **WHEREAS**, the PARTIES enter into this Agreement in fulfillment of that statutory
62 requirement and in recognition of the benefits accruing to children, citizens and students
63 as described above; and

64 **WHEREAS**, the PARTIES desire to mutually cooperate with each other for the
65 purposes of ensuring land use compatibility, insomuch as practical, between and among
66 the PARTIES; to provide for efficient and effective public services to residents of both
67 the COUNTY and CITIES; to provide for a dispute/conflict resolution mechanism; and to
68 establish collaborative land use planning mechanisms; and

69 **WHEREAS**, the PARTIES agree that this Agreement is a sound planning tool
70 based on generally accepted planning practices and principles that serves to further
71 intergovernmental coordination.

72 **NOW THEREFORE, BE IT MUTUALLY AGREED AMONG THE PARTIES** that the
73 following procedures shall be followed in coordinating land use and public school
74 facilities planning.

75 **SECTION 1: RECITALS.**

76 The above recitals are true and correct and form a material part of this Agreement upon
77 which the PARTIES have relied.

78 **SECTION 2: PURPOSE OF AGREEMENT.**

79 This Agreement is intended to establish a formal coordination framework, and meet the
80 requirements of Florida Statutes, for joint processes for collaborative planning and
81 decision making among the respective PARTIES as it relates to coordination of land use
82 and public school facility planning.

83 **SECTION 3. JOINT MEETINGS.**

84 3.1 The Planning Technical Advisory Committee ("PTAC"), was formally created and
85 established via the "Intergovernmental Planning Coordination Agreement of 1997", and

86 shall serve as a staff working group. PTAC is comprised of staff representatives from
87 each of the PARTIES and serves as an advisory committee to enhance
88 intergovernmental coordination of comprehensive plan programs and assists in
89 ensuring consistency between these programs and issues of multi-jurisdictional
90 concern.

91 3.2 PTAC shall meet as needed, or at least annually, to discuss issues, share
92 information and formulate recommendations regarding coordination of land use and
93 school facilities planning, including such issues as population and student projections,
94 development trends, school needs, co-location and joint use opportunities, and ancillary
95 infrastructure improvements needed to support the school and ensure safe student
96 access. A representative from the East Central Florida Regional Planning Council shall
97 also be invited to attend. PTAC shall be responsible for setting meetings, including
98 meeting arrangements and notification.

99 3.3 The Council of Local Governments in Seminole County (herein referred to as
100 "CALNO") is an existing voluntary organization of local governments established to
101 foster a cooperative effort in resolving common and regional problems, policies and
102 plans. Each of the PARTIES shall be officially represented at CALNO by its duly
103 elected chief executive or by other official designated or selected by the PARTY'S
104 legislative body.

105 3.4 PTAC and CALNO shall meet as needed, or at least annually, in joint workshop
106 sessions. A representative of the East Central Florida Regional Planning Council shall
107 also be invited to attend. The joint workshop sessions will provide opportunities for the
108 representatives of the Board of County Commissioners, City Commissioners and the
109 School Board to hear reports, discuss policy, set direction, and reach understandings
110 concerning issues of mutual concern regarding coordination of land use and school
111 facilities planning, including population and student growth, development trends, school
112 needs, off-site improvements, and joint use opportunities. Meetings shall be set by
113 PTAC, including meeting arrangements and notification.

114 **SECTION 4. STUDENT ENROLLMENT AND POPULATION PROJECTIONS.**

115 4.1 In fulfillment of their respective planning duties, the PARTIES agree to coordinate
116 and base their plans upon consistent projections of the amount, type and distribution of
117 population growth and student enrollment. Countywide five-year population and student
118 enrollment projections shall be revised annually and provided at the first staff working
119 group meeting described in Subsection 3.2.

120 4.2 The SCHOOL BOARD shall utilize student population projections based on
121 information produced by the demographic, revenue and education estimating
122 conferences pursuant to Section 216.136, Florida Statutes, where available, as modified
123 by the SCHOOL BOARD based on development data and agreement with the local
124 governments and the Office of Educational Facilities and SMART (Soundly Made,
125 Accountable, Reasonable, and Thrifty) Schools Clearinghouse. The SCHOOL BOARD
126 may request adjustment to the estimating conferences' projections to reflect actual
127 enrollment and development trends. In formulating such a request the SCHOOL
128 BOARD shall coordinate with the CITIES and COUNTY regarding development trends
129 and future population projections.

130 **SECTION 5. COORDINATING AND SHARING OF INFORMATION.**

131 5.1 The SCHOOL BOARD shall submit the following information to the COUNTY and to
132 each CITY on an annual basis:

- 133 (a) On or before July 1, a listing of all new schools, land acquisitions, and school
134 additions and renovations proposed within the Five Year Work Plan.
- 135 (b) On or before August 1, a copy of the preliminary District Educational Facilities Work
136 Plan consistent with the requirements of Section 1013.35, Florida Statutes.
- 137 (c) On or before November 1, a copy of the final, adopted Five Year Financially
138 Feasible Capital Improvement Plan, including projected student populations; an
139 inventory of existing school facility needs and projected capacity needs for 5, 10
140 and 20 year periods; and information on relocatables.

141 5.2 In response to the receipt of the information outlined in Subsection 5.1, the
142 COUNTY and each CITY shall agree to respond to the SCHOOL BOARD as follows:

- 143 (a) On or before September 1, identify any proposals in the district's Five Year Plan (as
144 submitted on July 1) that are inconsistent with the comprehensive plans of the
145 COUNTY and/or CITIES.
- 146 (b) On or before September 15, review and submit comments regarding the preliminary
147 District Educational Facilities Work Plan received on or before August 1.
- 148 5.3 Prior to February 1 of each year the COUNTY and CITIES shall provide the
149 following information to the SCHOOL BOARD:
- 150 (a) The type, number and location of residential units which have received zoning
151 and/or subdivision plan approval in the previous calendar year.
- 152 (b) Information regarding future land use map amendments which may impact school
153 facilities.
- 154 (c) Identification of any development orders issued which require that a school site be
155 provided as a condition of development approval.

156 **SECTION 6. SCHOOL SITE SELECTION, SIGNIFICANT RENOVATIONS AND**
157 **POTENTIAL SCHOOL CLOSURES.**

- 158 6.1 The SCHOOL BOARD shall establish a Public Schools Facility Planning Committee
159 to review and make recommendations to the SCHOOL BOARD on the following:
- 160 (a) Potential sites for new schools.
- 161 (b) Significant renovation, remodeling, expansion, and/or replacement of existing
162 school facilities.
- 163 (c) Site acquisition and development costs.
- 164 (d) Five Year Capital Improvement Plan.
- 165 (e) Revenue projections and additional funding options.
- 166 6.2 The Public Schools Facility Planning Committee shall be a standing committee and
167 shall meet on an as-needed basis, but at least once a year. The Committee shall
168 include, but not be limited to, the following:
- 169 (a) School administrators.
- 170 (b) Elementary, middle and high school parents.
- 171 (c) School district representatives.
- 172 (d) Seminole County Public Schools facility planning personnel.
- 173 (e) SEMINOLE COUNTY staff member.

174 (f) Staff member from each CITY.

175 6.3 The Public Schools Facility Planning Committee, the SCHOOL BOARD, and the
176 COUNTY and CITIES shall consider the following issues in the evaluation of potential
177 sites and major capital projects:

178 (a) Schools as focal points for community activities.

179 (b) Elementary and middle schools proximate to and within residential communities.

180 (c) High schools on the periphery of residential neighborhoods, with access to major
181 roads.

182 (d) Compatibility with present and projected adjacent land uses.

183 (e) Discouragement of urban sprawl.

184 (f) Safe access for pedestrians and vehicles.

185 (g) Adequate public facilities and services.

186 (h) Environmental, archeological or historical constraints.

187 (i) Conflicts with COUNTY and/or CITY comprehensive plans.

188 6.4 At least 60 days prior to acquiring or leasing property for a new school, the
189 SCHOOL BOARD shall provide written notice to the COUNTY and/or CITY with
190 jurisdiction over the use of the land. The COUNTY and/or CITY shall notify the
191 SCHOOL BOARD within 45 days if the proposed new site is consistent with the land
192 use designations and policies of the CITY and/or COUNTY comprehensive plan.

193 **SECTION 7. SUPPORTING INFRASTRUCTURE.**

194 The SCHOOL BOARD and the COUNTY or affected CITY shall jointly determine the
195 need for and timing of on-site and off-site improvements necessary to support each new
196 school or the proposed expansion of an existing school. All PARTIES shall have the
197 option to enter into a written agreement, if necessary, as to the timing, location, and
198 body responsible for constructing, operating, and maintaining the required
199 improvements.

200 **SECTION 8. LOCAL PLANNING AGENCY, COMPREHENSIVE PLAN**
201 **AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS.**

202 8.1 The COUNTY and CITIES shall include a representative, appointed by the
203 SCHOOL BOARD, as a nonvoting member of their respective local planning agencies,

204 or equivalent agencies, to attend those meetings at which the agencies consider
205 comprehensive plan amendments and rezonings that would, if approved, increase
206 residential density on the property that is the subject of the application. The CITIES and
207 COUNTY may, at their discretion, grant voting status to the SCHOOL BOARD member,
208 as provided for in Section 163.3174, Florida Statutes.

209 8.2 The SCHOOL BOARD may appoint a representative to serve on the COUNTY'S
210 staff development review committee, or equivalent body. In addition, the SCHOOL
211 BOARD representative may be invited to attend meetings of the CITIES' staff
212 development review committees, or equivalent bodies, when development and
213 redevelopment proposals are proposed which could have a significant impact on
214 student enrollment or school facilities.

215 8.3 The COUNTY and the CITIES agree to give the SCHOOL BOARD notification of
216 land use applications and development proposals pending before them that may affect
217 student enrollment, enrollment projections or school facilities. Such notice shall be
218 provided at least 14 days prior to final official action by the party which will act upon the
219 application or proposal. Failure to provide the notice to the SCHOOL BOARD within the
220 14 days shall not affect the validity of any of the CITIES' or COUNTY'S land use
221 applications or development proposals.

222 8.4 Within seven (7) days after notification by the COUNTY and/or CITY, the SCHOOL
223 BOARD shall advise the COUNTY and/or CITY of the school enrollment impacts
224 anticipated to result from the proposed land use application or development proposal,
225 and whether sufficient capacity exists or is planned to accommodate the impacts.

226 8.5 In reviewing and approving comprehensive plan amendments, rezonings and
227 development proposals, the COUNTY and CITIES shall consider the following issues:

- 228 (a) Available school capacity or planned improvements to increase school capacity.
- 229 (b) The provision of school sites and facilities within planned neighborhoods.
- 230 (c) Compatibility of land uses adjacent to existing schools and reserved school sites.
- 231 (d) The co-location of parks, recreation and neighborhood facilities with school sites.

- 232 (e) The linkage of schools, parks, libraries, and other public facilities with bikeways,
233 trails, and sidewalks for safe access.
- 234 (f) Traffic circulation plans which serve schools and surrounding neighborhoods.
- 235 (g) The provision of off-site signalization, signage, access improvements, and
236 sidewalks to serve schools.
- 237 (h) The inclusion of school bus stops and turnarounds.
- 238 (i) Other sound planning principles or appropriate development review measures.

239 **SECTION 9. CO-LOCATION AND SHARED USE.**

240 9.1 Co-location and shared use of facilities are important to the SCHOOL BOARD,
241 COUNTY and CITIES. The SCHOOL BOARD shall look for opportunities to co-locate
242 and share use of school facilities and civic facilities when preparing the District
243 Educational Facilities Plan. Likewise, co-location and shared use opportunities shall be
244 considered by the COUNTY and CITIES when preparing the annual update to their
245 comprehensive plan schedules of capital improvements and when planning and
246 designing new, or renovating existing, community facilities. For example, opportunities
247 for co-location and shared use with public schools shall be considered for libraries,
248 parks, recreation facilities, community centers, auditoriums, learning centers, museums,
249 performing arts centers, and stadiums. In addition, co-location and shared use of
250 school and governmental facilities for health care and social services shall be
251 considered.

252 9.2 A separate agreement may be developed for each instance of co-location and
253 shared use which addresses legal liability, operating and maintenance costs, scheduling
254 of use, and facility supervision, or any other issues that may arise from co-location and
255 shared use.

256 **SECTION 10. RESOLUTION OF DISPUTES.**

257 If the PARTIES are unable to resolve any issue covered by this Agreement, such
258 dispute shall be resolved in accordance with governmental conflict resolution
259 procedures specified in the Interlocal Agreement on Mediation and Intergovernmental
260 Coordination established among the PARTIES in 1995.

261 **SECTION 11. OVERSIGHT PROCESS.**

262 PTAC and CALNO shall meet jointly, as needed, or at least on an annual basis, at a
263 public meeting to review the implementation of this Agreement. The meeting shall be
264 noticed in a newspaper of general circulation in Seminole County. Meetings shall be set
265 by PTAC, including meeting arrangements and notification.

266 **SECTION 12. NOTICES.**

267 Addresses for receipt of notices are as follows:

- | | |
|-------------------------------|--|
| (1) SEMINOLE COUNTY | Planning Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771-1468 |
| (2) CITY OF ALTAMONTE SPRINGS | Growth Management Director
225 Newburyport Avenue
Altamonte Springs, Florida 32701 |
| (3) CITY OF CASSELBERRY | Community Development Director
95 Triplet Lake Drive
Casselberry, Florida 32707 |
| (4) CITY OF LAKE MARY | Community Development Director
100 North County Club Road
Lake Mary, Florida 32746 |
| (5) CITY OF LONGWOOD | Planning Division Manager
175 West Warren Avenue
Longwood, Florida 32750 |
| (6) CITY OF OVIEDO | Director of Planning and Zoning
400 Alexandria Boulevard
Oviedo, Florida 32765 |
| (7) CITY OF SANFORD | Director of Planning and Development
300 North Park Avenue
Sanford, Florida 32771-1788 |
| (8) CITY OF WINTER SPRINGS | Community Development Director
1126 East State Road 434
Winter Springs, Florida 32708-2799 |

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(9) SCHOOL BOARD OF SEMINOLE COUNTY

Executive Superintendent Operations
400 East Lake Mary Boulevard
Sanford, Florida 32773-7127

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This Agreement shall be executed in nine (9) counterparts, each of which shall be deemed an original.

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IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the COUNTY, SCHOOL BOARD and CITIES on this _____ day of _____, 2003.

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Maryanne Morse, Clerk of Circuit Court

By: _____
Daryl G. McLain, Chairman

Clerk to the Board of County
Commissioners of Seminole County,
Florida.

Date: _____

As authorized for execution by the Board
of County Commissioners in their _____
_____, 2003, regular meeting.

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

County Attorney

Date: _____

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ATTEST:

CITY OF ALTAMONTE SPRINGS

Patsy Wainright, City Clerk

By: _____
Russel E. Hauck, Mayor

James A Fowler, City Attorney

Date: _____

276

277

ATTEST:

Thelma McPherson, City Clerk

Catherine Reischman, City Attorney

CITY OF CASSELBERRY

By: _____
Bruce Pronovost, Mayor

Date: _____

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ATTEST:

Carol A. Foster, City Clerk

Clay Simmons, City Attorney

CITY OF LAKE MARY

By: _____
Thomas Greene, Mayor

Date: _____

ATTEST:

Geraldine Zambri, City Clerk

Richard S. Taylor, Jr., City Attorney

CITY OF LONGWOOD

By: _____
Daniel J. Anderson, Mayor

Date: _____

ATTEST:

Barbara Barbour, City Clerk

William L. Colbert, City Attorney

CITY OF OVIEDO

By: _____
Tom Walters, Mayor

Date: _____

279

ATTEST:

Janet R. Dougherty, City Clerk

William L. Colbert, City Attorney

CITY OF SANFORD

BY: _____
Brady Lessard, Mayor

Date: _____

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281

ATTEST:

CITY OF WINTER SPRINGS

Andrea Lorenzo –Luaces, City Clerk

By: _____
John Bush, Mayor

Anthony Garganese, City Attorney

Date: _____

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ATTEST:

SCHOOL BOARD OF SEMINOLE
COUNTY

Ned Julian, Jr., Esquire
Executive Director of Legal Services

By: _____
Sandra Robinson, Chairman

By: _____
Paul J. Hagerty, Superintendent

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NOTES:

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This document represents the interlocal agreement as required by Florida Statutes, and is based on a model interlocal agreement provided by the Florida Department of Community Affairs. This document has been prepared by staff from Seminole County, the Seminole County School Board and municipalities of Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford, and Winter Springs, and represents the final draft by staff.

The final document will be transmitted to the Florida Department of Community Affairs (FDCA), Office of Educational Facilities and the SMART School Clearinghouse no later than May 1, 2003.

Please contact the Seminole County Planning Division at 407-665-7373 if you have any questions regarding this agreement. Thank you.



STATE OF FLORIDA
**DEPARTMENT OF COMMUNITY
 AFFAIRS**

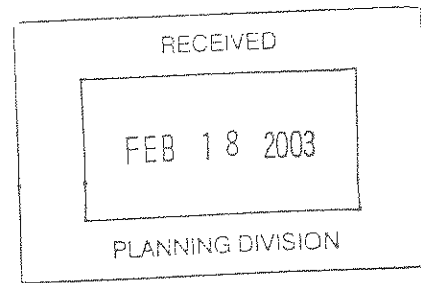
"Dedicated to making Florida a better place to call home"

JEB BUSH
 Governor

COLLEN CASTILLE
 Secretary

February 14, 2003

Mr. Tony Matthews
 Principal Planner
 Seminole County
 1101 East First Street
 Sanford, FL 32771-1468



Dear Mr. Matthews:

The Department received your Draft Interlocal Agreement between Seminole County, the municipalities in the County, and the Seminole County School Board. You indicated that you wished the Department to review the draft agreement to see if it met the requirements of Sections 163.31777 and 1013.33, F.S. for an interlocal agreement for public school facility planning. The draft agreement does include all required components.

The Department recognizes the work done in putting together this agreement and looks forward to helping Seminole County and all the municipalities implement this new requirement. The County's dedication to the comprehensive planning processes is evident in your commitment to meeting this new requirement. If you have any questions or need additional information, please contact Marina Pennington at (850) 922-1809 or via e-mail at marina.pennington@dca.state.fl.us.

Sincerely,

Mike McDaniel
 Regional Planning Administrator

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
 Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
 Internet address: <http://www.dca.state.fl.us>


CRITICAL STATE CONCERN FIELD OFFICE
 2796 Overseas Highway, Suite 212
 Marathon, FL 33050-2227
 (305) 289-2402

COMMUNITY PLANNING
 2555 Shumard Oak Boulevard
 Tallahassee, FL 32399-2100
 (850) 488-2356

EMERGENCY MANAGEMENT
 2555 Shumard Oak Boulevard
 Tallahassee, FL 32399-2100
 (850) 413-9969

HOUSING & COMMUNITY
 DEVELOPMENT
 2555 Shumard Oak Boulevard
 Tallahassee, FL 32399-2100
 (850) 488-7956

Tony Matthews
02/25/2003 03:49 PM

To: dlucarelli@cfl.rr.com, lawsy@cfl.rr.com
cc: rhauck@cfl.rr.com, jfbush@winterspringsfl.org,
rmclemore@winterspringsfl.org, cfooster@lakemaryfl.com
Subject: Interlocal Agreement for Public School Facility Planning 

To: Jo Ann Lucarelli, President
Huntington Pointe HOA

Subject: Interlocal Agreement for Public School Facility Planning

Dear Ms. Lucarelli:

We have received a copy of your email that was originally sent to the City of Casselberry (see below).

As the staff facilitator for development of the subject interlocal agreement, I am writing in hope that I may clarify the purpose and intent of the subject agreement and address your several concerns.

First, the agreement is required by the Florida Legislature via an amendment to the 2002 Florida Statutes, and is required by local governments throughout Florida. Please note that the agreement was not initiated by Seminole County, any County municipality nor by the Seminole County School Board, nor does it directly relate to any existing or proposed school. The general purpose of the agreement is to ensure that local governments and school boards coordinate land use and public school facility planning.

Second, the agreement that was available at the January 30, 2003, community meeting, held at the School Board office on Lake Mary Boulevard, was prepared by staff from Seminole County, the Seminole County School Board and the cities of Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford, and Winter Springs (i.e., the parties). The draft agreement is based on the model provided by the Florida Department of Community Affairs (i.e., Department) - the model agreement you referred to in your email.

Finally, Florida Statutes provide a number of minimum criteria that must be incorporated into the agreement. The draft agreement prepared by the parties cited above has been reviewed by the Department, and on February 14, the Department issued a letter stating that the draft agreement includes all the required components. The parties intended to include only the minimum components, per Florida Statutes.

Additional meetings/hearings will be ongoing by the parties prior to submittal of the final document (by May 1, 2003) to the Department. The Seminole County Land Planning Agency will conduct a briefing on the subject agreement at their meeting on March 5, 2003, beginning at 7:00 p.m., or as soon thereafter as possible, in the County Services Building, 1101 East First Street, Sanford, Florida, Room 1028 (Board Chambers). I have attached a copy of the Fact Sheet and the draft agreement, for your information, that will be presented to the Land Planning Agency.

I hope this will clarify some of the issues related to the subject agreement. Please feel free to contact me if you have any additional questions. Thank you.



School Interlocal staff final draft agreement. school interlocal fact sheet to lucarelli.d

Tony Matthews
Planning Division
1101 East First Street
Sanford, FL 32771
407-665-7373

"CDD - LR Planner (Roland Magyar)" <lrplanner@casselberry.org>



"CDD - LR Planner
(Roland Magyar)"
<lrplanner@casselberry.org>

To: <TMatthew@co.seminole.fl.us>
cc:
Subject: FW: Seminole County School Board

02/03/2003 04:33 PM

Roland D. Magyar, AICP
Long Range Planner
City of Casselberry
95 Triplet Lake Drive
Casselberry, FL 32707
407-262-7700-1113

-----Original Message-----

From: Dino Lucarelli [mailto:dlucarelli@cfl.rr.com]
Sent: Sunday, February 02, 2003 10:04 PM
To: CDD - Chief Planner (Sandra Smith); Adm - Exec. Asst. to CM (Judi Romboli); rhauck@cfl.rr.com; Carol Foster (E-mail); jfbush@winterspringsfl.org
Cc: Carol Foster (E-mail); Laura (E-mail)
Subject: Seminole County School Board

Hello. My name is Jo Ann Lucarelli, president of the Huntington Pointe HOA. I live in Lake Mary. I grew up in Casselberry and spent the first ten years of my married life in Altamonte Springs. Other than the first 3 years of my life, I am basically a native. I have lived in Lake Mary for six years now.

I am writing you regarding the interlocal agreement proposed by the Seminole county school board for your signatures. I do not know if you attended the recent "public hearing", but I am very disturbed and outraged at the school board's arrogant attitude about the whole thing. I strongly disagree that they do or should have supreme authority over all of us and the hell with what we think.

I would urge you to review the model interlocal agreement from the Governor's web site and compare it to the one the school board is recommending, if you have not already. I would also like to urge you to not be pressured by them to sign it.

Our community especially, has recently been involved in a dispute with
he
school board over the placement of the EXCEL alternative school
approximately 1,500 feet from our subdivision. Mr. Hagerty is quoted as
saying in a recent mediation meeting that "...the residents are not an
issue.....". Basically, we don't count. Our votes don't count, our
opinions don't count - nothing! Words can not express my deep
disappointment in this statement, nor my extreme anger.

I would encourage all of our local cities to please stand together to
stop
this tyranny. It defeats the whole democratic process we are supposed
to
represent in America!
This IS a democracy, not a dictatorship. Several residents of our
community
and myself, have been feverishly writing letters to the Governor,
Education
Commissioner, the Ethics Commission and other local representatives,
requesting intervention. We will not stop doing so.

We are working hard at educating the community on the facts of this
issue as
the school board seems to like to stretch and distort the truth.

Please know that you have our sincere support in standing against the
school
board in this attempt to take over local control of our cities and
counties.

Thanks you for your time. If there is anything we can do for you,
please do
not hesitate to call.

Sincerely,

Jo Ann Lucarelli, president
Huntington Pointe HOA
dlucarelli@cfl.rr.com

Tony Matthews
02/04/2003 10:59 AM

To: tlongwell@ci.longwood.fl.us, lrplanner@casselberry.org,
billw@altamonte.org, frankm@altamonte.org,
cdd.director@casselberry.org, jomana@lakemaryfl.com,
jsargent@ci.longwood.fl.us, bcobb@ci.oviedo.fl.us,
dpierre@ci.oviedo.fl.us, gerlia@ci.sanford.fl.us,
dianne_kramer@scps.k12.fl.us, chiefplanner@casselberry.org,
jbaker@winterspringsfl.org, glenda_clements@scps.k12.fl.us
cc:
Subject: FW: interlocal agreement

Tony Matthews
Planning Division
1101 East First Street
Sanford, FL 32771
407-665-7371

----- Forwarded by Tony Matthews/Seminole on 02/04/2003 11:01 AM -----



"CDD - Chief Planner
(Sandra Smith)"
<chiefplanner@casselberry.org>

To: "TMatthew (E-mail)" <TMatthew@co.seminole.fl.us>
cc:
Subject: FW: interlocal agreement

02/04/2003 10:19 AM

Tony: FYI as requested. Sandra

-----Original Message-----

From: Laura [mailto:lawsy@cfl.rr.com]

Sent: Monday, February 03, 2003 1:57 PM

To: Adm - Exec. Asst. to CM (Judi Romboli); CDD - Chief Planner (Sandra Smith); rhauck@cfl.rr.com;

jfbush@winterspringsfl.org; rmclemore@winterspringsfl.org; cfooster@lakemaryfl.com; dlucarelli@cfl.rr.com

Subject: interlocal agreement

To whom it may concern:

My husband and I attended the meeting regarding the interlocal agreement proposed by the Seminole County School Board. As residents of Lake Mary, we know only too well what happens when the school board does not get it's way with the city involved....lawsuits! This agreement as written appears to favor the school board and it's plans, not the rights of the cities involved.

This school board has demonstrated to us recently that they believe they have absolute power over the City of Lake Mary because of their insistence on placing the Excel school in a very valuable stretch of the I-4 corridor. They purchased a building for over \$1,000,000 despite the fact that the area this building is located is not zoned for this type of facility, and the city refused to re-zone the land. The result? A lawsuit against our city for not giving them what they wanted! Incredible, isn't it? The dangerous precedent being set here is that the school board believes that they have absolute power over the cities of Seminole County and this should greatly concern all of the cities involved. The school board does not have absolute power and all cities should have the absolute right to say "No"

when anything presented to them by this board is not in the best interests of their taxpayers.

We would encourage you to review the model interlocal agreement presented by Governor Bush and compare it with the one presented to you by the school board. We respectfully ask that the cities of Seminole County not be pressured by the school board into signing the agreement as presented. The cities of Seminole County must unite to let this school board know that they cannot take over control of our cities.

Thank you.

Paul and Laura Jakob

**Minutes for the Interlocal Agreement for Public School Facility Planning
LPA/P&Z Commission
March 5, 2003**

Members present: Alan Peltz, Dick Harris, Chris Dorworth, Thomas Mahoney, Ben Tucker, Beth Hattaway, and Dudley Bates

Also present: Matt West, Planning Manager, Rob Walsh, Principal Coordinator, Jeff Hopper, Senior Planner, Cynthia Sweet, Planner, Tony Matthews, Principal Planner, Mahmoud Najda, Development Review Manager, Karen Consalo, Assistant County Attorney, and Candace Lindlaw-Hudson, Senior Staff Assistant

BRIEFING: Interlocal Agreement for Public School Facility Planning

County Wide

Tony Matthews, Principal Planner

Mr. Matthews stated that Florida Law requires local governments to develop and execute an interlocal agreement for coordinated land use and public school facility planning. Mr. Matthews has been working with the Planning Technical Advisory Committee to accomplish what is being presented in his staff report which is in its finalized form. The Committee is comprised of a representative from the School Board, a representative from Seminole County, and a representative from each of the seven cities in Seminole County. The strike through areas represent revisions to the agreement made since it was last provided to the Commission.

Mr. Matthews stated that he had sent the earlier staff report to the members of the Board in January and then had held a community meeting with the School Board to obtain input for this final report. Only two comments from the public had been received pertaining to the formulation of the final agreement. The first comment was that the Committee should have incorporated more of the model agreement into the final agreement, and secondly, a comment was made that the School Board was involved with this agreement to the detriment of the local government.

Mr. Matthews requested input from the members of the Board. He had received input from all of the cities pertaining to the agreement. The Committee believes that the agreement contained in the packet meets all of the Florida Statutes. The Department of Community Affairs (DCA) has also reviewed the agreement. They have also stated that the agreement meets all of the Florida Statutes. The final executed agreement is due to DCA by May 1, 2003.

Mr. Matthews concluded by saying that he would be taking the agreement to the Board of County Commissioners for approval on April 8. Failure of local government to develop this agreement may end up in local governments having sanctions toward them, as well as the School Board.

Staff is asking for support from the Board on the agreement so that he can forward it on to the Board of County Commissioners.

Commissioner Mahoney stated that he supported the agreement. It puts into writing three or four things that Seminole County has been doing for a number of years. There may be a number of counties that do not have a Council of Local Governments (CALNO) or a dispute resolution agreement like we do in Seminole County. We were probably in compliance, short of having it put into writing and having everyone sign off on an agreement.

Commissioner Hattaway asked Mr. Matthews who was intended to be the School Board representatives referred to on Page 7, Line 174C.

Mr. Matthews stated that the Legislature has required in 2002 that School Boards appoint a representative to serve on local planning agencies.

Commissioner Hattaway asked who the people were that were supposed to serve on the Public Schools Facility Planning Committee. Are they School Board members, appointees from the general public, or from some other source?

Mr. Matthews said that these people could be from staff or members of the community.

Commissioner Hattaway said that the Public Schools Facility Planning Committee seemed to contain people from all areas except members of the public.

Commissioner Mahoney made a motion that the Board recommend approval to the Board of County Commissioners.

Commissioner Peltz seconded the motion.

The motion passed by unanimous vote.