



PINELLAS COUNTY PLANNING DEPARTMENT
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PINELLAS SCHOOLS COLLABORATIVE

AGENDA

WEDNESDAY, APRIL 4, 2012
9 A.M.

PLANNING DEPARTMENT CONFERENCE ROOM
7TH FLOOR
(BANK OF AMERICA BUILDING)
600 CLEVELAND STREET SUITE 750
CLEARWATER, FL 33755

- 1. CALL TO ORDER**
- 2. APPROVAL OF MINUTES - SEPTEMBER 7, 2011 MEETING**
- 3. PROPOSED AMENDMENTS TO THE PUBLIC SCHOOLS' INTERLOCAL AGREEMENT**
- 4. PROPOSED AMENDMENTS TO THE PINELLAS COUNTY'S COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE, ELIMINATING THE REQUIREMENTS FOR IMPLEMENTING SCHOOL CONCURRENCY**
- 5. SCHEDULE FUTURE MEETING DATE**
- 6. ADJOURNMENT**

COLLABORATIVE AGENDA ITEM 2.

APPROVAL OF MINUTES

The minutes of the September 7, 2011 Pinellas Schools Collaborative are attached for review and approval.

ATTACHMENT: Collaborative Minutes of September 7, 2011

ACTION: Approval of Minutes

SUMMARY OF PINELLAS SCHOOLS COLLABORATIVE MEETING OF SEPTEMBER 7, 2011

The meeting was held on Wednesday, September 7, 2011, 9:00 a.m., in the Planning Department Conference Room. Those in attendance were:

Members Present:

Susan Latvala	Pinellas County (Chairman)
Joe Ayoub	City of Safety Harbor
Bill Dudley	City of St. Petersburg
Gigi Arntzen	City of Largo
George Cretekos	City of Clearwater
Peggy O'Shea	Pinellas County School Board
Jerry Mullins	PSTA/Pinellas Park
Doug Mullis	Citizen Representative

Members Absent:

Carol Cook	Pinellas County School Board
Julie Ward Bujalski	City of Dunedin
Suzanne Vale	City of Oldsmar
John Counts	City of Seminole
Susan Slattery	City of Tarpon Springs
Carol Reynolds	City of Madeira Beach
	City of Gulfport

Others Present:

Dave Sadowsky	Pinellas County Attorney Office
Brian Smith	Pinellas County Planning Department/MPO
Gordon Beardslee	Pinellas County Planning Department
Liz Freeman	Pinellas County Planning Department
Ryan Brinson	Pinellas County Planning Department
Sarah Ward	Pinellas County Planning Department/MPO
Gina Harvey	Pinellas County Planning Department/MPO
Cate Lee	City of Clearwater Planning and Development Dept.
Linda Fisher	Pinellas Planning Council
Robert Davis	Pinellas County Transportation
Tom Washburn	Pinellas County
Michael Bessette	Pinellas County Schools
Joe Incorvia	City of Pinellas Park
Paul Geisz	City of St. Petersburg
Tom Moore	City of Largo
Mike Gloss	PSTA
Mark Haber	Pinellas County Health Dept.
Carolyn Kuntz	MPO/Recorder

I. CALL TO ORDER

Chairman Latvala called the meeting to order at 9:02 a.m.

II. APPROVAL OF JUNE 6, 2010 MEETING MINUTES

Commissioner Arntzen moved, Councilman Mullins seconded, and motion carried to approve the minutes.

III. SCHOOL PLANNING WORKGROUP RECOMMENDATIONS RELATING TO IMPLEMENTATION OF LEGISLATIVE CHANGES AFFECTING SCHOOL FACILITIES PLANNING AND COORDINATION

Brian Smith indicated there were changes brought about through the Legislature, which affected school concurrency and coordination. There is an Interlocal Agreement in place with the jurisdictions that have schools located within their jurisdictions. At the last Pinellas Collaborative meeting, the members felt there was a benefit to retaining school concurrency and asked the School Planning Workgroup to develop recommendations that the Collaborative could consider. The Workgroup met on July 27, 2011 and made several recommendations.

- Regarding school concurrency, the Workgroup recommended that its implementation be discontinued. They felt the Interlocal Agreement addresses school planning coordination and collaboration and requires that information on development plans, population data, etc., continue to be shared. The current process already provides for extensive intergovernmental coordination of planning efforts. With less staff, it is difficult to maintain and administer the details and requirements for school concurrency. The continued projected decline in student enrollment and the resulting surplus of student capacity countywide make school concurrency unnecessary as there are no projected capacity deficits. Tracking enrollment and development should be kept in place. The Interlocal Agreement would need to be modified to continue coordination and collaboration. In addition, local governments will need to modify their Comprehensive Plans to remove school concurrency.
- Regarding the Interlocal Agreement, the Workgroup recommended that it be amended to include the municipalities that are now required to be signatories and delete the portions that pertain to implementation of school concurrency. A working draft of the Interlocal Agreement was included in the agenda packet. The existing Interlocal Agreement included as signatories all local governments that had a school located in their jurisdiction; however, due to changes in the legislation, all local governments whether there is a school located within their jurisdiction or not are now required to be signatories. Mr. Smith attended the last BIG-C, which includes all the beach communities, meeting to update them on the new requirements and they were willing to work with staff. Mr. Smith indicated he would keep them informed.

As part of the Interlocal Agreement discussion, Mr. Smith asked whether the additional signatories should be included in the Collaborative membership, noting that would greatly increase the size of the membership. In addition, most of those cities do not have a school located in their jurisdiction so it might not be necessary. The jurisdictions that would be affected are Kenneth City, South Pasadena, and a majority of the beach communities since Madeira Beach and St. Pete Beach are already signatories to the Interlocal Agreement. Mr. Smith suggested one option is to have one or two representatives from the BIG-C on the Collaborative. Commissioner Cretekos noted Clearwater is a member of the BIG-C.

Following discussion, it was decided to bring this issue to the BIG-C and let them decide; and, in addition, ask Kenneth City and South Pasadena for their input.

- Regarding the Development Tracking System, the Workgroup recommended retaining it since there is a benefit to using it even if it is no longer needed for school concurrency purposes. The School System will continue to track enrollment and make the annual report information available. They will be maintaining the data file of the School System and continue development tracking. The maps that were tied to school concurrency as part of the Comprehensive Plan will be removed into the technical portion (Data and Analysis

section of the Plan). At the next meeting, they will have a better idea which policies need to be modified or deleted.

Upon query by Commissioner Arntzen as to whether the local government can only look at their information as part of development tracking, Mr. Smith responded they are working with the County's Business Technology System to modify the tracking system so local governments can view all approved residential projects in the system.

By consensus, the Committee accepted the recommendations.

IV. DISCUSSION OF THE TENTATIVE FIVE-YEAR FACILITIES WORK PROGRAM FOR FY 2011/12 – 2015/16

Copies of a map showing the school locations including major projects were distributed. Mr. Smith indicated the School has a Five Year Plan for school improvements. The only school with improvements is Lynch Elementary School. Mr. Bessette indicated those improvements should be completed by Thanksgiving. The Five Year Work Program is under review and comment and will then be scheduled for action. Mr. Bessette indicated the second budget hearing is scheduled next week and they will include action on the Final Plan.

Commissioner Cretekos noted that St. Pete Beach currently does not have any schools located within its jurisdiction and would not need to be a member of the Collaborative.

By consensus, the Committee accepted the recommendations.

V. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:19 a.m.

PROPOSED AMENDMENTS TO THE PUBLIC SCHOOLS' INTERLOCAL AGREEMENT

At the School Collaborative meeting of September 7, 2011, the Collaborative agreed with the School Planning workgroup recommendation to eliminate school concurrency, and authorized County planning staff and the Workgroup to prepare the revisions to the Interlocal Agreement needed to eliminate the concurrency provisions. The School Planning workgroup subsequently met on December 7, 2011, to discuss the needed revisions, and a revised version was ultimately produced and circulated to the affected local governments for comment, including for comment by the local government attorneys.

The major changes were to delete Sections 9 through 13 of the existing Agreement. Additionally, edits were made to add the previously exempted beach communities, Kenneth City and South Pasadena, Belleair and Belleair Bluffs to the Agreement, as a result of changes made by the 2011 Legislature to Ch. 163, F.S. On March 9, 2012, however, the Legislature again amended Ch. 163, F.S., and re-instated the exemption provisions for local governments that met certain criteria. If this change becomes law it would be modified by deleting the double-strike through highlighted text.

ATTACHMENTS:

(1) Proposed Public Schools Interlocal Agreement (draft strike-through underline version)

ACTION: Collaborative to approve proposed ILA amendments

DRAFT
Discussion Purposes Only
3/23/12

PUBLIC SCHOOLS
INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into between Pinellas County, Florida (hereinafter referred to as "County"), the Cities Municipalities of Clearwater, Dunedin, Gulfport, Largo, Madeira Beach, Oldsmar, Pinellas Park, Safety Harbor, Seminole, St. Petersburg, St. Pete Beach, and Tarpon Springs, ~~Belleair, Belleair Beach, Belleair Bluffs, Belleair Shore, Indian Shores, Indian Rocks Beach, Kenneth City, North Redington Beach, Redington Beach, Redington Shores, South Pasadena, and Treasure Island,~~ Florida, (hereinafter referred to as "Cities Municipalities"), and the School Board of Pinellas County, Florida, (hereinafter referred to as "School Board") (hereinafter individually, a "Party", or collectively, the "Parties").

WITNESSETH:

WHEREAS, the Legislature enacted Section 163.31777, F.S. (2002), requiring that each county and the non-exempt municipalities within that county enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and local governments are to be coordinated; and

WHEREAS, Section 163.31777 (1) (d), F.S. (2002), provided that interlocal agreements between local governments and school boards adopted pursuant to Section 163.3177 before the effective date of Section 163.31777, Florida Statutes (2002), must be updated and executed pursuant to the requirements of Section 163.31777, if necessary; and

WHEREAS, Section 163.31777, F.S., was amended in 2005, and requires that the interlocal agreement between local governments and school boards ~~1906 Agreement~~ also address the requirements in Section 163.3180(13)(g) regarding the implementation of school concurrency; and

WHEREAS, Section 163.31777, F.S., was subsequently amended in 2011 by the Community Planning Act, which rescinded the requirement for local governments to implement school concurrency; which also required participation of each local government in coordinated planning for schools; and

WHEREAS, recognizing the extensive coordination in place, and based on declining student enrollment, at their meeting on September 7, 2011, the Pinellas Schools Collaborative, recommended that the County and Municipalities ("Local Governments") rescind school concurrency; and also based on the new statutory requirements, that they execute an interlocal agreement to include the additional Municipalities as participants; and

WHEREAS, the County, Municipalities, and School Board recognize the benefits of ongoing intergovernmental coordination; and

WHEREAS, this agreement revises the 1906 Agreement to address the requirements of Section 163.3180(13)(g) (hereinafter the "Agreement"); and

WHEREAS, the Agreement acknowledges the School Board's constitutional and statutory obligations to provide a uniform system of free public schools on a countywide basis, and the land use authority of local governments, including their authority to approve or deny comprehensive plan amendments and development orders. ~~and School Board Comment~~

~~WHEREAS, one purpose of this Agreement is to establish a uniform public school facilities element and land development regulations in each Local Government to assist the Parties in assuring that sufficient capacity is available for new and existing students in school facilities.~~

NOW THEREFORE, it is mutually agreed between the School Board, the County, and the Municipalities ~~the Cities~~ that the definitions and procedures hereinafter set forth will be utilized and followed in coordinating land use and public school facilities planning, ~~and in coordinating a school concurrency system as required by Sections 163.31777 and 163.3180(13), F.S. (2011)(2005), :~~

1. Definitions. The following terms used in this Agreement are defined as follows:

~~Additional Capacity — see Section 13.b.ii. of this Agreement.~~

~~Available Capacity — see Section 13.b.ii. of this Agreement.~~

~~Bradley Settlement Agreement — means the 1) Amended Order granting Unitary Status in the areas of facilities and resources, transportation, and administrative staff assignment, entered August 30, 1999; 2) Stipulation for Unitary Status in the areas of extracurricular activities, faculty assignment, student assignment, relative quality of education and mandatory injunction, filed December 22, 1999; 3) Amended Stipulation for Unitary Status in the areas of extracurricular activities, faculty assignment, student assignment, relative quality of education and mandatory injunction, filed June 29, 2000; and 4) Amended Final Order withdrawing Federal supervision and granting Unitary Status to the public schools of Pinellas County, Florida, entered August 16, 2000.~~

~~Concurrency Service Area — means the areas of the County within which the level of service will be measured for school concurrency purposes. The boundaries shall be adopted by the School Board. The initial Concurrency Service Areas will be represented by the Choice Attendance Areas, which are areas of the County designated by the School Board for purpose of student assignment.~~

~~Educational Plant Survey or the Five-Year Plant Survey- means the systematic study of educational and ancillary plants of the School Board conducted at least every five years to evaluate existing facilities and plan for future facilities to meet proposed program needs. (see Section 1013.35, F.S.)~~

Fall Student Enrollment Count – means annual student head count that is conducted by the Pinellas County School District in October.

~~Existing Level of Service or LOS — see Section 11 of this Agreement.~~

~~Five-Year Facilities Work Program or the Five-Year Work Program – means the document created by the School District to assist it as it plans, proposes, and prioritizes its current and five-year capital outlay needs. (see Section 1013.35, F.S.)~~

FISH (Florida Inventory of School Houses) – means the inventory numbering system used by the Florida Department of Education for parcels, buildings, and rooms in public educational facilities.

FISH School Capacity – means the number of students that may be housed in a facility at any given time based on State Requirements of Educational Facilities 1999 (SREF).

~~Level of Service Standard or LOS Standard – see Section 11 of this Agreement.~~

Local Government or Local Governments means the County and all the Municipalities Cities.

~~Public School Facilities Element (PSFE) – means the element required to be adopted in local government comprehensive plans by Section 163.3177.(12), F.S., for those communities that are required to implement a school concurrency program.~~

Remodeling - As defined in the Florida Building Code, Chapter 4, Section 423.5., means the changing of existing facilities by rearrangement of space and/or change of use.

Renovations - As defined in the Florida Building Code, Chapter 4, Section 423.5., means the rejuvenating or upgrading of existing facilities by installation or replacement of materials and equipment. The use and occupancy of the spaces remain the same.

~~Vested Students – see Section 13.b.ii. of this Agreement.~~

Pinellas County School Board – means the seven member elected board that is responsible for the control, operation, organization, management and administration of schools in Pinellas County. Three members shall be elected at-large by the qualified voters of the entire school district. Four members shall be elected from single-member districts by the voters who reside in the single-member district.

School Planning Area –means the boundaries that the Pinellas County School District establishes to recognize a geographical area for capacity reporting purposes.

References to a Party, Parties, Local Government or named parties shall be interpreted to be a reference to that Party's governing board or its staff administering this Agreement, whichever the context requires.

2. **Student Enrollment and Population Projections.** In fulfillment of their respective planning duties, the Parties agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. The Metropolitan Planning Organization's Technical Coordinating Committee (TCC) staff will annually utilize established procedures to develop population growth projections for each Traffic Analysis Zone (TAZ) in the County, which will be provided to the Parties. The School District will use this data along with student enrollment, birth rates, Florida Department of Education projections, and other relevant data to project student enrollment. The preliminary student enrollment projections, and how they are developed, will be provided to the TCC and all Local Governments for review and comments at least thirty days prior to the establishment of final enrollment projections. Final enrollment projections will be provided to all Local Governments within ten days of being established. See Section 163.31777 (2)(a), F.S.

3. **Coordinating and Sharing of Information.** (a) The School Board will notify all Local Governments of all proposed school facility changes, such as new construction, remodeling, renovations, closures or change in type of school, as set forth herein. The School Board will notify each Local Government of the initiation of the Five-Year Plant Survey and of the initiation of the annual update of the Five-Year Facilities Work Program and request comments and recommendations for consideration in the development of the survey and work program at least thirty days prior to submittal to the School Board for approval. Each Local Government may provide comments and recommendations to assist in developing the final recommendations to be submitted to the School Board for approval. Each Local Government will be provided with a copy of the recommendations concerning the survey and work program at the time they are provided to the School Board. Each Local Government will be notified of the date and time of the meeting at which the School Board will take action to approve the survey and work program. The School Board will adopt the annual update to the Five-Year Work Program no later than October 1 of each year, and copies of the approved Five-Year Plant Survey and the Five-Year Work Program will be provided to each Local Government within ten days of approval. ~~See Section 163.31777 (2) (f). Upon adoption by the School Board of the annual update to the Five-Year Work Program, each Local Government with a Public School Facilities Element (PSFE) shall consider amendments to their Capital Improvements Element to incorporate the updated Five-Year Work Program by December 1 of each year. The Five-Year Work Program may be incorporated by reference. See Section 163.31777(2)(b) and (f), F.S. (3)(b)1.~~

(b) Each Local Government will inform the School District in advance of the final approval of land use plan amendments or rezonings that change residential densities, and major infrastructure projects that may impact public schools with sufficient time for School District review and comment. Such notification, where appropriate, and if known, should include the proposed site plan that indicates the location, size, the number and types of units (number of bedrooms), price range of the units, any deed restrictions that may impact student population, the build-out timeframe, and other information as may be appropriate. Comments provided by the School District will identify how the School District will meet the anticipated public school demand associated with proposed approval or changes based on the Five-Year Facilities Work Program. See Section 163.31777 (2)(b), F.S.

4. **School Site Selection, Significant Renovations, and Potential School Closures.** Participation by each affected Local Government with the School Board in the process of evaluating potential school closures, significant renovations to existing schools, and school site selection before land acquisition shall be in accordance with the existing Interlocal Agreements for Public Educational Facilities Siting that were entered into between the School Board, the County, and the Cities Municipalities in 1996. In addition to the criteria included in these interlocal agreements, the School Board shall consider school site locations that encourage public schools in proximity to urban residential areas, and opportunities to collocate public schools with other public facilities such as parks, libraries, and community centers. The Parties shall amend these agreements as necessary to address proposed school closures and significant renovations to existing schools. See Section 163.31777 (2)(c), F.S.
5. **Supporting Infrastructure.** In addition to the notification required in Section 3 (a) above, the School District will notify each Local Government of the need for on-site or off-site improvements to support new, proposed expansion, or redevelopment of existing schools within the jurisdiction of that Local Government. Thereafter, representatives of the School

District and the affected Local Government will meet and determine the responsibility for making such improvements and identify other agencies that should be involved. The parties will then meet with the other agencies to coordinate the completion of the on-site and off-site improvements. See Sections 163.31777 (2) (d) and 1013.36(4) (1), F.S.

6. **School Capacity.** In conjunction with the Fall Student Enrollment Count, the School District will annually notify each Local Government of the FISH School Capacities of the schools within its jurisdiction and also by School Planning Area. The annual notification will indicate how many spaces student seats are allocated to permanent capacity and how many are allocated to relocatable classrooms. See Section 163.31777 (2)(e), F.S.
7. **Collocation and Shared Use of Facilities.** The collocation and shared use of facilities are important to the Parties. The Parties will look for opportunities to collocate or share the use of each Parties' facilities. Opportunities for collocation and shared use ~~may include will be considered for~~ libraries, parks, recreational facilities, community centers, auditoriums, learning centers, museums, performing arts centers, stadiums, healthcare and social services, schools, and other uses and facilities ~~such as emergency shelters and facilities, etc.~~ as may be determined appropriate. An agreement will be developed for each instance of collocation and shared use to address legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from collocation or shared use. See Section 163.31777 (2)(g), F.S. Updated per Linda Hallas at South Pasadena
8. **Pinellas Schools Collaborative.** The Parties hereby create the Pinellas Schools Collaborative (the 'Collaborative'). The Collaborative shall oversee the implementation of this Agreement and may establish bylaws for its operation which are not inconsistent with this Agreement. The composition of the Collaborative shall consist of two elected representatives from the School Board and one elected representative from each of the other Parties to this Agreement. Each member shall be appointed by their respective governing body on or before January 1, 2007 and shall serve for a term of two years. Any vacancy in the membership of the Collaborative shall be filled for the unexpired term in the same manner as the initial appointment. An alternate elected representative may be designated by each respective governing body who may act as a member of the Collaborative when the appointed member is absent. Each Party will notify the other Parties and the Pinellas County Planning Department of their alternate appointee(s) to the Collaborative. Should it be desired, Local Governments can decide to select one representative to represent their collective interests on the Collaborative. That representative must be appointed by each of the Local Governments electing to use a collective representative. Notices of the collective appointment will be sent to the Pinellas County Planning Department from the affected Local Governments for recording. The Collaborative shall have the powers specifically assigned to it pursuant to this Agreement and may establish bylaws for its operation which are not inconsistent with this Agreement.
9. ~~**Coordinating the Development and Adoption of each Local Government's Public School Facilities Element (PSFE):**~~

~~The PSFE for Local Governments in the County must be adopted by March 1, 2008. Development and adoption of the PSFE will occur using the following procedure and timetable:~~

- ~~a. September or October 2006 — The Collaborative shall initiate development of the PSFE at a meeting of the Collaborative. This Agreement shall serve as the basis for development of the PSFE.~~

- ~~b. September or October 2006 to April 2007 — The School Planning Work Group (the "Work Group") consisting of staff from the Parties, and the Pinellas Planning Council, shall coordinate in drafting a proposed PSFE for consideration by the Collaborative. One of the subjects that will be addressed in the PSFE is the safety of students on their way to and from public schools. At key junctures during this 7 to 8 month period, the Work Group will update the Collaborative of their progress and receive direction from the Collaborative in completing the draft PSFE.~~
- ~~c. April 2007 — The Work Group will present a completed draft of the PSFE to the Collaborative for comment and direction.~~
- ~~d. April/May 2007 — Local Governments and the School Board may review the draft PSFE and provide comments to the Collaborative and Work Group.~~
- ~~e. June 2007 — Based on comments received, the Work Group will present a final proposed PSFE to the Collaborative for approval and distribution to the Local Governments and the School Board.~~
- ~~f. July/August 2007 — Local Planning Agencies will conduct public hearings on the proposed PSFE and present their recommendations to the local governing bodies.~~
- ~~g. September 2007 — Local Governments will conduct public hearings on the proposed PSFE and transmit the proposed PSFE to the Florida Department of Community Affairs for review and comment.~~
- ~~h. January/February 2008 — Local governing bodies will consider adopting the proposed PSFE as part of their local comprehensive plans and submit to the Florida Department of Community Affairs.~~

~~10. **Amendment of the adopted PSFE** shall occur using the following procedure to ensure that the PSFE within the Local Government comprehensive plans remains coordinated and consistent with one another and with the plans of the School Board:~~

- ~~a. Should a Local Government desire to amend their PSFE, or should the School Board desire to have Local Governments consider a proposed amendment to their PSFE, they shall notify their intent in writing to the Collaborative and to all the Parties by January 31st. The notice shall specify the proposed amendments to the PSFE and all data and analysis supporting the proposed amendments.~~
- ~~b. The proposed amendment to the PSFE shall be reviewed by the Collaborative during the annual oversight process described in Section 15. The Collaborative will request a review and recommendation from the Work Group prior to making a determination. The Collaborative shall also solicit comments from the Parties. The proposed amendment shall be provided to the Parties at least sixty days prior to the Collaborative's determination. If a Party has concerns with the proposed amendment, the Party should provide reasons for its concerns, and specify conditions or modifications that may result in the Party recommending approval of the proposed amendment.~~
- ~~c. After receiving a recommendation from the Work Group and comments from the Parties, the Collaborative shall render a determination on whether the adopted PSFE should be amended as proposed, amended as proposed with modifications, or not amended.~~
- ~~d. If the Collaborative determines that the proposed amendment, or a modified version of the proposed amendment, is appropriate and should be incorporated into the local government comprehensive plans, the Collaborative shall notify each Party and the Local Governments shall initiate the Plan amendment process to consider amending their Plans.~~
- ~~e. If the Collaborative determines that the proposed amendment is not appropriate and should not be incorporated into the Local Government comprehensive plans, the Collaborative shall notify each Party of its decision, and the Local Governments shall consider this~~

~~recommendation if they initiate a Plan amendment process to consider amending their Plan.~~

- ~~f. If a Party disagrees with the decision of the Collaborative, they may utilize the conflict resolution provision provided in Section 14 of this Agreement. If each Party agrees that a proposed amendment is appropriate through the dispute resolution process, the Local Governments shall initiate the Plan amendment process to consider amending their Plans.~~
- ~~g. The above procedure shall also be utilized when considering amendments to the adopted Level of Service (LOS) Standard to ensure it remains uniform throughout the district and that the school concurrency system continues to be financially feasible. Decisions on whether to amend the LOS Standard shall at a minimum take into consideration the Five-Year Work Program and the proposed amendment's impact on the financial feasibility of the PSFE and the concurrency management system.~~

~~11. Adopted Level of Service Standard.~~

- ~~a. The School Board hereby adopts a district-wide Level of Service Standard which shall be that student Enrollment plus the Vested Students divided by FISH School Capacity plus the Additional Capacity should not exceed 100%.~~
- ~~b. The Existing Level of Service shall be calculated for each Concurrency Service Area. The Existing Level of Service for each Concurrency Service Area shall be equal to the total number of student Enrollment and the Vested Students within the Concurrency Service Area divided by the combined FISH School Capacity and the Additional Capacity within the same Concurrency Service Area.~~
- ~~c. The procedures and standards in this Agreement are established to ensure that the Level of Service Standard is achieved and maintained throughout the five years covered by the Five-Year Work Program, as amended annually by adding the new fifth year.~~

~~12. Boundary and Program Adjustments.~~

~~The School Board shall maximize utilization of student capacity through program and/or boundary adjustments and shall annually institute necessary program and/or boundary adjustments or provide additional capacity to ensure that each Concurrency Service Area will, in the aggregate, operate at the adopted LOS Standard throughout the five-year period covered by the Five Year Work Program, as amended. Boundary adjustments to the Concurrency Service Areas shall be based on consideration of the following factors:~~

- ~~a. Transportation costs~~
- ~~b. Provisions of the Bradley Settlement Agreement~~
- ~~c. Projected growth and demographic changes~~
- ~~d. Municipal boundaries~~
- ~~e. Other relevant factors~~

~~Should the School Board propose to modify a Concurrency Service Area, or to redefine the Concurrency Service Area as a different type of area, it shall do so by public rulemaking in accordance with Section 120.54, Florida Statutes. The School Board shall submit any such modification to alternative dispute resolution if it is properly invoked by the plaintiffs in accordance with the terms of the Bradley Settlement Agreement, a copy of which is available upon request by calling the School Board Attorney.~~

~~13. Uniform, Districtwide Procedure for implementing School Concurrency. The purpose of School Concurrency is to assure that there is available capacity for the anticipated students in each Concurrency Service Area where residential units are created at the time those students need to go to school:~~

~~a. Applicability:~~

- ~~i. School concurrency applies only to residential site plans or final residential subdivision approvals (the "Residential Approval(s)") which are anticipated to generate demands for public school facilities, and which are approved after the PSFE and land development regulations implementing the PSFE are in effect in all Local Governments (the 'Effective Date').~~
- ~~ii. School concurrency shall be measured and applied on the basis of Concurrency Service Areas as established by the School Board and as described in the PSFE.~~

~~b. School Capacity and Level of Service Report:~~

- ~~i. Each year, the School District shall prepare a School Capacity and Level of Service Report (the "Report") to calculate the Existing Level of Service and the Available Capacity within each Concurrency Service Area.~~
- ~~ii. Available Capacity shall be calculated based on the following formula:~~

$$\text{Available Capacity} = [\text{FISH School Capacity} + \text{Additional Capacity}] - [\text{Enrollment} + \text{Vested Students}]$$

~~"Enrollment" means the official student enrollment count of the fall semester.~~

~~"Vested Students" means the estimated number of students that would be generated from the Residential Approvals after the Effective Date less the number of Vested Students represented by the dwelling units of the Residential Approvals that (1) received certificates of occupancy since the Effective Date when preparing the first Report or since the preparation date of the previous Report when preparing the second and subsequent Reports and are located in a residential development that received School Concurrency Approval, or (2) had their School Concurrency Approval expire.~~

~~"Additional Capacity" means school facilities that will be in place or under actual construction within three years based on the Five Year Work Program.~~

- ~~iii. The Local Governments shall notify the County when new dwelling units have received certificates of occupancy and when the School Concurrency Approval for a Residential Approval has expired. The County shall provide this information to the School District for inclusion in the annual Report.~~
- ~~iv. The Report shall be approved by the School Board and delivered to all Local Governments no later than November 30th of each year. Each Local Government shall provide the School District with the name, title, and address of the person within the Local Government to whom the Report should be sent. The School District shall begin using the approved Report no later than December 1, of the year it is approved. The County will track the number of dwelling units that receive School Concurrency Approval from all Local Governments after the date of the approved Report, and will adjust the Available Capacity accordingly throughout the year based on the Enrollment and the~~

~~estimated number of Vested Students. The most current adjusted information on Available Capacity will be made available to Local Governments and the School District.~~

- ~~c. When the development review process for a Residential Approval is initiated, the Local Government shall consider the most current adjusted information on Available Capacity provided by the County. If this information reveals that there is Available Capacity within each of the Concurrency Service Areas where the proposed Residential Approval would be located, then the Local Government shall proceed under Section 13.d. below. If the information reveals that there is not Available Capacity within a Concurrency Service Area where the proposed Residential Approval would be located, then the Local Government shall proceed under Section 13.e. below.~~
- ~~d. Development Review Process when there is Available Capacity:~~
 - ~~i. A Local Government is authorized to issue a School Concurrency Approval for a residential site plan or final subdivision approval of less than 25 dwelling units without submitting a School Concurrency Application (the 'Application') to the School District.~~
 - ~~ii. An Application for a Residential Approval of 25 dwelling units or greater shall be submitted by the Local Government to the School District and the County on a form provided by the School District.~~
 - ~~iii. Within 25 days of receipt from the Local Government of a completed Application, the School District will review the Application and shall render a School Concurrency Determination stating whether there is Available Capacity for all types of schools to accommodate the estimated number of students that would be generated by the proposed Residential Approval and maintain the adopted Level of Service Standard. The School District may request assistance from the County in reviewing Applications.~~
 - ~~iv. If the School District determines that there is Available Capacity within the Concurrency Service Areas where the proposed Residential Approval would be located, then an adequate Level of Service would be provided within the Concurrency Service Areas and the Residential Approval shall be issued a School Concurrency Approval by the Local Government.~~
 - ~~v. If the School District determines that there is not Available Capacity within an affected Concurrency Service Area and the adopted Level of Service Standard would be exceeded, then the School District shall consider whether there is Available Capacity in the contiguous Concurrency Service Area(s).~~
 - ~~1. If the School District determines that, in the aggregate, there is Available Capacity in the Concurrency Service Area and in the contiguous Concurrency Service Area(s) to accommodate the estimated number of students from the proposed Residential Approval, then an adequate Level of Service would be provided and the Residential Approval shall be issued a School Concurrency Approval by the Local Government.~~
 - ~~2. If the School District determines that, in the aggregate, there is not Available Capacity in the Concurrency Service Area and in the contiguous Concurrency Service Area(s) to accommodate the estimated number of students from the proposed Residential Approval, then an adequate Level of Service would not be~~

~~provided for that type of school and the Residential Approval shall not be issued a School Concurrency Approval by the Local Government.~~

~~3. If the School District determines that, in the aggregate there is not Available Capacity, then within 25 days after receiving the completed Application from a Local Government, the School District shall identify the required proportionate share mitigation and recommend acceptable form(s) of mitigation in writing to the Local Government and the applicant.~~

~~4. The applicant and the School Board shall attempt to negotiate a development mitigation agreement which shall provide for the required mitigation to mitigate the impacts of the proposed development on public school facilities. The Local Government shall be a party to this agreement. If the applicant and the School Board are unable to agree on an acceptable form of mitigation, the Local Government may utilize the conflict resolution provision provided in Section 14 of this Agreement to attempt to resolve the impasse.~~

~~5. When the School District determines that there is not Adequate Capacity for a Residential Approval, then the Local Government may only issue a School Concurrency Approval after the execution of a legally binding development mitigation agreement between the applicant, the Local Government, and the School Board.~~

~~e. Development Review Process when at least one Concurrency Service Area has no Available Capacity:~~

~~i. An Application shall be submitted by the Local Government to the School District and the County for all Residential Approvals, regardless of size, that are located within the Concurrency Service Area that has no Available Capacity. The Application shall be submitted on a form provided by the School District.~~

~~ii. The development review process shall then follow the procedures in Section 13. d. v above.~~

~~f. The Local Government shall provide documentation of all School Concurrency Approvals to the County within thirty days of issuance.~~

~~g. Continued Validity of a School Concurrency Approval:~~

~~A School Concurrency Approval shall be valid for purposes of the issuance of development orders or permits for up to 24 months from the date of issuance by the Local Government. Once a development order or permit has been issued, the School Concurrency Approval shall be valid until a certificate of occupancy is issued or the development order or permit is no longer in effect.~~

~~h. Mitigation:~~

~~i. Acceptable forms of mitigation may include, without limitation, the following:~~

~~a. contribution of land;~~

~~b. the construction of a public school facility;~~

~~c. expansion of an existing public school facility;~~

~~d. payment for land acquisition or the expansion or construction of a public school facility;~~

~~e. the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits.~~

- ~~ii. The following standards shall apply to any mitigation required by the School District:~~
- ~~a. Proposed mitigation must be directed toward a permanent school capacity improvement identified in the Five Year Work Program that satisfies the estimated demands created by the proposed Residential Approval.~~
 - ~~b. Relocatable classrooms will not be accepted as mitigation.~~
 - ~~c. Mitigation shall be proportionate to the demand for public school facilities estimated to be created by the proposed Residential Approval.~~

- ~~iii. The Proportionate Share Mitigation amount shall be calculated using the following formula for each school level:~~

~~Multiply the number of additional new student stations required for mitigation of the estimated demand for public school facilities created by the proposed Residential Approval by the average cost per student station using the actual construction cost being experienced by the School District for student stations at the time when proportionate share mitigation is accepted plus the inclusion of land costs, if any.~~

~~i. Vesting. For the purposes of meeting the Level of Service Standard, Residential Approvals, development orders, and permits approved for any property prior to the Effective Date shall be vested and shall not require a School Concurrency Approval.~~

~~j. Credit. After the Effective Date, any property with existing dwelling units that are demolished or destroyed shall receive a credit for the estimated number of students generated from existing dwelling units. Credits may not be transferred to another property but may be used on abutting property if part of the same Residential Approval.~~

14.9. Conflict Resolution. If any Parties to this Agreement fail to resolve any conflicts related to issues covered in this Agreement, such dispute may be resolved in accordance with the governmental conflict resolution procedures specified in Chapters 164 and 186, Florida Statutes. See Section 163.31777(2)(h), F.S.

15.10. Oversight Process and Public Participation.

The Collaborative and a staff representative from each of the Parties will meet to consider the implementation of this Agreement and propose amendments if deemed necessary. The County planning director or his or her designee, will schedule, coordinate and facilitate the meeting. The public will be provided an opportunity to provide input at the meeting. Each of the Parties will be provided with a copy of any proposed amendments. If all Parties agree to the proposed amendment, a written amendment to this Interlocal Agreement shall be executed. See Section 163.31777(2)(i), F.S.

~~The Collaborative and a staff representative from each of the Parties will meet to consider the implementation of this Agreement and school concurrency, and propose amendments for improvement if deemed necessary. The County planning director or his or her designee, will schedule, coordinate, and facilitate an annual meeting of the Collaborative to be held in May and any additional meetings that the Collaborative may hold during the year. The Parties shall coordinate in preparing a staff report on the effectiveness of school concurrency that will be presented at the annual meeting of the Collaborative. If a Party does not agree to some or part of a staff report, the Party may submit additional information to the Collaborative. The annual~~

~~School Capacity and Level of Service Report required in Section 13 shall form the basis for the staff report. The public will be provided an opportunity to provide input at all Collaborative meetings. Each Local Government will be provided with a copy of any proposed amendments to the Agreement. If all Parties agree to a proposed amendment to the Agreement, a written amendment to this Agreement shall be executed.~~

16.11. School Board Participation in Local Planning Agency. Each Local Government will include the a School Board staff representative appointed by the School Board as a member of the Local Planning Agency as a nonvoting member. ~~Each Local Government and~~ will notify the School Board staff representative of the time, place, and agenda of all meetings of the Local Planning Agency. The School Board staff representative may can participate in any deliberations regarding comprehensive plan amendments and rezonings at which the Local Planning Agency considers such amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. See Section 163.3174(1), F.S. ~~is revised wording due to Pinellas Parks concerns~~

17.12. Term of Agreement. This Agreement shall become effective upon the execution thereof by all Parties and shall remain in full force and effect for five years from that date. This Agreement shall be automatically renewed for successive five year periods unless any Party notifies the other Parties, at least six months in advance, of its intent not to renew the Party's participation, in which case the Agreement shall terminate as to that Party only. At any time any Party is not statutorily required to be a Party to this Agreement, that Party may terminate their participation in the Agreement by providing sixty days notice thereof to all Parties. After termination, the terminating Party shall no longer be subject to any terms or conditions of the Agreement, but shall continue to be required to comply with all applicable laws.

18.13. Reservation of Right. Each Party hereto reserves any and all rights and remedies (at law and equity) not expressly waived by this Agreement, including but not limited to the right to challenge any determination or decision of the Collaborative, School Board, State or the Local Governments.

19.14. As required by section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, Florida, after the execution by the Parties, and shall become effective upon the date of filing.

15. Upon filing of this Agreement with the Clerk of the Circuit Court of Pinellas County, Florida, the Public Schools Interlocal Agreement entered into between the County, the Cities, and the School Board April 24, 2007 is hereby terminated.

20. ~~Upon filing of this Agreement with the Clerk of the Circuit Court of Pinellas County, Florida, the 1906 Agreement entered into between the County, the Cities, and the School Board on April 22, 2003 is terminated.~~

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates indicated.

PROPOSED AMENDMENTS TO THE PINELLAS COUNTY'S COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE, ELIMINATING THE REQUIREMENTS FOR IMPLEMENTING SCHOOL CONCURRENCY

As noted in the previous agenda item, the Collaborative recommended discontinuing the application of school concurrency. As a result, local governments will be required to process amendments to their adopted comprehensive plans and to their local concurrency management regulations, to eliminate applicable provisions implementing this requirement.

To accomplish this process, Pinellas County plans to take amendments to the goals, objectives, and policies contained in their Public School Facilities Element, the Intergovernmental Coordination Element and the Capital Improvements Element of their Comprehensive Plan, as well as the necessary amendments to their Land Development Code to the Local Planning Agency for a public hearing in April and to the Board of County Commissioners in June of this year. It is expected that the other local governments are generally on a similar timeline.

Strike-through underline versions of the Ordinances proposed to amend Pinellas County's Comprehensive Plan and Land Development Code are attached to this agenda item for information.

The proposed amendments were reviewed by the School Planning Workgroup on December 7, 2011, and were provided to the local governments that are members of the Collaborative for information and to assist in the development of their own amendment package. It appears that the County and affected local governments are all on track to process required changes this summer.

ATTACHMENTS:

- (1) Proposed Ordinance amending Pinellas County's Public School Facilities Element, Intergovernmental Coordination Element and Capital Improvements Element.
- (2) Proposed Ordinance amending the Pinellas County Land Development Code

ACTION: Informational Only

ORDINANCE NO. 12-

AN ORDINANCE OF THE COUNTY OF PINELLAS, DELETING FIGURES 1, 2, 3 AND 12 OF THE PUBLIC SCHOOL FACILITIES ELEMENT FROM THE ADOPTED PORTION OF THE PINELLAS COUNTY COMPREHENSIVE PLAN; AMENDING THE GOALS, OBJECTIVES, POLICIES OF THE PUBLIC SCHOOL FACILITIES ELEMENT OF THE PINELLAS COUNTY COMPREHENSIVE PLAN TO ELIMINATE THE IMPLEMENTATION OF SCHOOL CONCURRENCY AND TO UPDATE CERTAIN STATUTORY REFERENCES AND RENUMBERING OF CERTAIN OBJECTIVES AND POLICIES; AMENDING OBJECTIVE 1.13 AND ASSOCIATED POLICIES OF THE INTERGOVERNMENTAL COORDINATION ELEMENT OF THE PINELLAS COUNTY COMPREHENSIVE PLAN TO ELIMINATE IMPLEMENTATION OF SCHOOL CONCURRENCY; DELETING OBJECTIVE 1.6 AND ASSOCIATED POLICIES OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE PINELLAS COUNTY COMPREHENSIVE PLAN TO ELIMINATE IMPLEMENTATION OF SCHOOL CONCURRENCY; PROVIDING FOR OTHER MODIFICATIONS THAT MAY ARISE FROM REVIEW OF THIS ORDINANCE AT THE PUBLIC HEARING AND/OR WITH OTHER RESPONSIBLE PARTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR LOCATION OF RECORDS; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Section 163, Part II, Florida Statutes, establishes the Local Government Comprehensive Planning and Land Development Act; and

WHEREAS, on December 18, 2007, the Pinellas County Board of County Commissioners adopted a Public School Facilities Element, and subsequently implemented school concurrency; and

WHEREAS, the Community Planning Act (HB 7207) amended Section 163.3177(12), F.S. in 2011, eliminating the requirement of implementing school concurrency; and

WHEREAS, on September 7, 2011, the Pinellas Schools Collaborative reviewed the changes to Chapter 163, F.S. and recommended discontinuing the implementation of school concurrency, as significant coordination exists already between local governments and the School District; and

WHEREAS, amendments are therefore required to the Public School Facilities Element of the Pinellas County Comprehensive Plan in order to eliminate references to school concurrency; and

WHEREAS, corresponding amendments are also required to the Intergovernmental Coordination Element and the Capital Improvements Element of the Pinellas County Comprehensive Plan dealing with the requirements of implementing school concurrency, and proposed changes to the Public School Facilities Interlocal Agreement; and

WHEREAS, corresponding amendments are also required to Chapter 134 of the Pinellas County Land Development Code in order to eliminate requirements for implementing school concurrency; and

WHEREAS, the recommendations from the Pinellas County Local Planning Agency have been received and considered.

NOW THEREFORE BE IT ORDAINED, by the Board of County Commissioners of Pinellas County, Florida, in its regular meeting duly assembled on this ____ day of _____, 2012, that:

SECTION 1: PURPOSE AND INTENT

The primary purpose of these amendments is to update the Public School Facilities Element, the Intergovernmental Coordination Element and the Capital Improvements Element of the Pinellas County Comprehensive Plan to address the elimination of the statutory requirement to implement school concurrency. The overall intent is to continue to maintain a Public School Facilities Element as a part of the adopted Comprehensive Plan, but to update it (including by un-adopting certain maps) so that it provides accurate guidance and direction for the County's ongoing and coordinated planning with the School Board and municipalities.

SECTION 2: Figures 1, 2, 3 and 12, of the Public School Facilities Element, as depicted in Exhibits 1, 2, 3 and 4 of this Ordinance, are hereby deleted from the adopted part of the Pinellas County Comprehensive Plan;

SECTION 3: The goals, objectives, and policies of the Public School Facilities Element of the Pinellas County Comprehensive Plan are hereby amended to read as follows:

GOAL 1: THROUGH PARTNERSHIPS AND EFFECTIVE COLLABORATION AMONG LOCAL GOVERNMENTS AND THE PINELLAS COUNTY SCHOOL DISTRICT, AND BECAUSE OF A SHARED COMMITMENT TO EDUCATIONAL EXCELLENCE, ALL STUDENTS OF THE PINELLAS COUNTY SCHOOL DISTRICT SHALL BE PROVIDED THE OPPORTUNITY FOR HIGH STUDENT ACHIEVEMENT THROUGH THE AVAILABILITY OF HIGH QUALITY PUBLIC EDUCATIONAL FACILITIES. (~~Rule 9J-5.025(3)(a), F.A.C.~~)

OBJECTIVE 1.1: Pinellas County, its partner local governments, and the School District agree to coordinate and base their plans upon consistent projections of population growth and student enrollment, and will coordinate in sharing of information on proposed school facility changes, certain planned infrastructure improvements, and proposed land use plan amendments and/or rezonings that increase or decrease residential densities. (~~Rule 9J-5.025(3)(b)5, F.A.C. & Section 163.31777(2)(a) & Section 163.31777(2)(b), F.S.~~)

Policy 1.1.1: Pinellas County, its partner local governments, and the School District, will utilize population growth projections prepared by the Pinellas County Metropolitan Planning Organization's Technical Coordinating Committee, when developing their plans and student enrollment projections, consistent with Section 2 of the Public Schools Interlocal Agreement.

Policy 1.1.2: To ensure that land use and zoning decisions are adequately coordinated with public school facility planning, Pinellas County shall continue to notify the School District of all Local Planning Agency hearings where land use plan

amendments and/or rezonings will be considered that increase or decrease residential densities. (Section 163.31777(2), & Section 163.3174(1), F.S.)

Policy 1.1.3: Pinellas County shall inform the School District in advance of infrastructure projects that will restrict vehicular or pedestrian accessibility to public schools with sufficient time for School District review and comment, in compliance with Section 3(b) of the Public Schools Interlocal Agreement. An example would be infrastructure projects that would disrupt the use of sidewalks that are utilized by students accessing public school facilities

Policy 1.1.4: The School District shall notify Pinellas County of the need for on site or off-site improvements to support new, proposed expansion, or redevelopment of existing schools within the jurisdiction of Pinellas County. Thereafter, representatives of the School District and Pinellas County will meet and determine the responsibility for making such improvements and identify other agencies that should be involved. The School District and Pinellas County will then meet with the other agencies to coordinate the completion of the on-site and off-site improvements, in accordance with Section 5 of the Public Schools Interlocal Agreement. (Section 163.31777(2)(d), F.S. & Rule 9J-5.025(3)(c)5, F.A.C.).

Policy 1.1.5: Pinellas County and the School District shall utilize student generation rates developed by the School District for purposes of calculating the anticipated number of public school students that would be generated when evaluating proposed land use plan amendments, rezoning, and/or residential site plans and final residential subdivision approvals.

OBJECTIVE 1.2: ~~Pinellas County, through implementation of its concurrency management system for public school facilities, and in coordination with the School District, shall ensure that there is available public school capacity to support the anticipated students from residential site plans and final residential subdivision approvals ("Residential Approvals") consistent with the adopted level of service standard for public school concurrency throughout the five years covered by the Five-Year Work Program, as amended, and the period of the long-range planning program contained in the Public School Facilities Element. (Rule 9J-5.025(3)(b)2, F.A.C.)~~

Policy 1.2.1: ~~Pinellas County hereby adopts, consistent with Section 11 of the Public Schools Interlocal Agreement, the following level of service standard, which shall be applied consistently district-wide by all partner local governments within Pinellas County and by the School District.~~

District-wide Level of Service Standard: ~~Student enrollment plus vested students divided by Florida Inventory of School Houses (FISH) School Capacity plus additional capacity does not exceed 100 percent. This level of service standard shall apply to each type of public school facility.~~

- Policy 1.2.2:** ~~If the utilization rate established by the State Requirements for Educational Facilities (SREF) is changed and it will impact how the School District determines school capacity, the School District will notify all partner local governments of the change.~~
- Policy 1.2.3:** ~~Amendments to the adopted level of service standard shall be accomplished using the procedure contained in Section 10 of the Public Schools Interlocal Agreement.~~
- Policy 1.2.4:** ~~School concurrency shall be measured and applied on the basis of Concurrency Service Areas, as established by the School Board and as documented in the data and analysis support section of the Public School Facilities Element. (Rule 9J-5.025(3)(c)1, F.A.C.)~~
- Policy 1.2.5:** ~~The School Board shall maximize school capacity through program adjustments and/or through adjustments to Concurrency Service Area boundaries, consistent with Section 12 of the Public Schools Interlocal Agreement, to ensure that each Concurrency Service Area will, in the aggregate, operate at the adopted level of service standard throughout the five-year period covered by the Five-Year Work Program, as amended. (Rule 9J-5.025(3)(c)1, F.A.C. & Section 120.54, F.S.)~~
- Policy 1.2.6:** ~~When adjusting Concurrency Service Area boundaries, the School Board shall take into consideration the factors identified in Section 12 of the Public Schools Interlocal Agreement. (Rule 9J-5.025(3)(c)1, F.A.C.)~~
- Policy 1.2.7:** ~~Consistent with Sections 1002.33(1) and 1002.33(2), F.S., Pinellas County and the School District shall recognize charter schools as public school facilities. Such facilities shall serve to expand the school capacity of the School District and are a potential option for mitigating the impact that new Residential Approvals may have on public school facilities.~~
- Policy 1.2.8:** ~~Pinellas County, its partner local governments, and the School District shall utilize the uniform, district-wide procedure in Section 13 of the Public Schools Interlocal Agreement to implement school concurrency within their respective jurisdictions.~~
- Policy 1.2.9:** ~~Pinellas County and the School District shall utilize the *School Capacity and Level of Service Report*, prepared by the School District, approved by the School Board, and delivered to Pinellas County, no later than November 30th of each year, and as adjusted throughout the year based on the official student enrollment count of the fall semester and the estimated number of vested students, as the basis for assessing the existing level of service conditions and the available capacity within each Concurrency Service Area.~~
- Policy: 1.2.10:** ~~In order to facilitate the accurate annual assessment of projected public school facility capacity, Pinellas County shall, throughout the year, notify the Pinellas County Planning Department of development permits, including~~

~~certificates of occupancy issued for new dwelling units and expired school concurrency Residential Approvals, that affect the availability of school capacity, consistent with Section 13 of the Public Schools Interlocal Agreement, so that an estimate of the number of vested students can be maintained for school concurrency purposes. (Section 163.31777(2)(b), F.S.)~~

Policy 1.2.11: ~~A school concurrency Residential Approval shall be valid for purposes of the issuance of development orders or permits for 24 months from the date of issuance. [09-14]~~

Policy 1.2.12: ~~In accordance with Section 13 of the Public Schools Interlocal Agreement, if the School District determines that there is not Available Capacity within an affected Concurrency Service Area to accommodate the estimated number of students that would be generated by a proposed Residential Approval and maintain the adopted level of service standard, then the School District shall consider whether there is Available Capacity in the contiguous Concurrency Service Area(s). (Rule 9J-5.025(3)(c)8, F.A.C.)~~

Policy: 1.2.13: ~~If the School District determines that, in the aggregate, there is Available Capacity in the affected Concurrency Service Area and in the contiguous Concurrency Service Area(s) to accommodate the estimated number of students from the proposed Residential Approval, then an adequate level of service would be provided and the Residential Approval shall be issued a School Concurrency Approval by Pinellas County.~~

Policy 1.2.14: ~~If the School District determines that, in the aggregate, there is not Available Capacity within an affected Concurrency Service Area and the adjacent Concurrency Service Area(s) to accommodate the estimated number of students from the proposed Residential Approval, a proposed Residential Approval will not proceed without execution of a legally binding development mitigation agreement between the applicant, the School Board, and Pinellas County designed to mitigate the impacts anticipated to be caused by the proposed Residential Approval on public school facilities, consistent with Section 163.3180, F.S., and Section 13 of the Public Schools Interlocal Agreement. The applicant and the School Board shall attempt to negotiate a development mitigation agreement. If the applicant and the School Board are unable to agree on an acceptable form of mitigation, Pinellas County may utilize the conflict resolution provision in Section 14 of the Public Schools Interlocal Agreement to attempt to resolve the impasse.~~

Policy 1.2.15: ~~A development mitigation agreement shall include the applicant's commitment to continue to renew the development agreement until the mitigation is completed as determined by the School Board or as determined through the conflict resolution procedures provided for in Section 14 of the Public Schools Interlocal Agreement, if applicable. (Rule 9J-5.025(3)(c)9, F.A.C.)~~

Policy 1.2.16: ~~Acceptable forms of proportionate share mitigation that may be allowed by the School Board and the standards that determine the appropriate use of any mitigation funds required by the School District are identified in Section~~

~~13 h. of the Public Schools Interlocal Agreement. (Rule 9J-5.025(3)(c)9, F.A.C.)~~

Policy 1.2.17: ~~Pinellas County and the School District shall utilize student generation rates developed by the School District for purposes of calculating the anticipated number of public school students that would be generated by Residential Approvals and for developing student enrollment projections. (Rule 9J-5.025(3)(c)3, F.A.C. & Section 163.31777, F.S.)~~

Policy 1.2.18: ~~Prior to the utilization of new student generation rates, Pinellas County, through its participation on the School Planning Workgroup, will have the opportunity to review and comment on the proposed student generation rates developed by the School District before they are finalized by the District. (Rule 9J-5.025(3)(c)3, F.A.C.)~~

OBJECTIVE 1.3: ~~The Pinellas County five-year schedule of capital improvements shall include these projects necessary to address any existing public school facility deficiencies and future public school facility needs, consistent with the adopted level-of-service standard. (Rule 9J-5.025(3)(b)1 and Rule 9J-5.025(3)(b)3, F.A.C.)~~

Policy 1.3.1: ~~By December 1st of each year, Pinellas County shall amend its Capital Improvements Element to incorporate, by reference, the updated School District Five Year Work Program adding a new fifth year, to maintain a financially feasible capital improvements program and to ensure the level-of-service standard will continue to be achieved and maintained throughout the subsequent five-year planning period. (Rule 9J-5.025(3)(c)2, F.A.C. & Section 163.3177(3)(b)1, F.S.).~~

OBJECTIVE 1.2.4: ~~Pinellas County shall practice effective intergovernmental coordination with its partner local governments and the School District to ensure coordination of that land use plans, development approvals, and capital facilities planning, are coordinated with the availability of public school facilities. (Rule 9J-5.025(3)(b)4, F.A.C.)~~

Policy 1.2.14.1: ~~Pinellas County shall appoint one elected official to represent Pinellas County's interest to the Pinellas Schools Collaborative, to provide for collaborative oversight and to provide coordination and direction regarding the conduct of the school concurrency process and implementation of the Public Schools Interlocal Agreement.~~

Policy 1.4.2: ~~Pinellas County, the School District, and partner local governments shall coordinate annually in preparing a staff report on the effectiveness of school concurrency that will be presented at the annual meeting of the Collaborative, with the annual *School Capacity and Level of Service Report* forming the basis for the staff report.~~

Policy 1.4.3: ~~Pinellas County shall coordinate with the Pinellas County Planning Department in the maintenance of a countywide residential development tracking system, by providing necessary and timely development data,~~

including demolitions and vested development data, required to accurately assess the impact of Residential Approvals on available school capacity.

Policy 1.4.4: ~~Amendment of the Public Schools Facilities Element shall occur according to the procedure in Section 10 of the Public Schools Interlocal Agreement to ensure that the Element within the local government comprehensive plans remains coordinated and consistent with one another and with the plans of the School Board. (Rule 9J-5.025 (3)(c)3, F.A.C. & Section 163.3177(12), F.S.)~~

Policy 1.4.5: ~~Pinellas County, its partner local governments, and the School District shall coordinate in establishing a procedural manual for implementation of school concurrency. This manual and any subsequent changes to the manual will be developed by the School Planning Workgroup and approved by the Pinellas Schools Collaborative.~~

GOAL 2: PINELLAS COUNTY SHALL COORDINATE WITH ITS PARTNER LOCAL GOVERNMENTS AND THE SCHOOL DISTRICT ON PROJECTS THAT ENCOURAGE COHESIVE NEIGHBORHOODS, THAT CONTRIBUTE TO COMMUNITY BUILDING, AND THAT PROVIDE FOR LONG-TERM SUSTAINABILITY. ~~(Rule 9J-5.025 (3) (a), F.A.C)~~

OBJECTIVE 2.1: Pinellas County shall support efforts that facilitate coordination of planning between Pinellas County and the School District for the location and development of public educational facilities. ~~(Rule 9J-5.025(3)(b)4, F.A.C. & Sections 163.3177(6)(a), 163.31777(2)(c), 163.3180(13)(g), 1013.33(10) - (13). (14).~~

Policy 2.1.1: Pinellas County shall participate with the School District in the process of evaluating potential school closures, significant renovations to existing schools, and school site selection before land acquisition in accordance with Section 4 of the ~~existing~~ Public Schools Interlocal Agreement, ~~filed on April 24, 2007. (Rule 9J-5.025(3)(c)4, F.A.C.)~~

Policy 2.1.2: For purposes of Objective 2.1, public educational facilities are defined as elementary schools, special education facilities, alternative education facilities, middle schools, high schools, and area vocational-technical schools of the Pinellas County School District.

Policy 2.1.3: Public educational facilities of the School District are an allowable use within the following future land use categories:

- Residential Rural
- Residential Estate
- Residential Suburban
- Residential Low
- Residential Urban
- Residential Low Medium
- Residential Medium
- Residential/Office General

Residential/Office Limited
Institutional
~~Mixed Use Planned Redevelopment~~

Policy 2.1.4: The location and construction of new public educational facilities, or the expansion of an existing site, within one of the future land use categories listed in Policy 2.1.3 shall only be allowed upon a determination by Pinellas County that the proposed site is consistent with the Pinellas County Comprehensive Plan. (~~Rule 9J-5.025(3)(c)6, F.A.C.~~)

Policy 2.1.5: In addition to consistency with the Pinellas County Comprehensive Plan, the proposed location of a new or expanded public educational facility of the School Board within one of the land use categories listed in Policy 2.1.3 shall be reviewed and considered with the following general criteria:

1. The proposed location is compatible with present and projected uses of adjacent property.
2. The site area of the proposed location is adequate for its intended use based on the State Requirements for Educational Facilities and provides sufficient area to accommodate all needed utilities and support facilities and allow for adequate buffering of surrounding land uses.
3. Based on the Five-Year Work Program of the School Board and the Pinellas County Comprehensive Plan, there will be adequate public services and facilities to support the public educational facility.
4. There are no significant environmental constraints that would preclude development of a public educational facility on the site.
5. There will be no adverse impact on archaeological or historic sites listed in the National Register of Historic Places or designated by a local government as locally significant historic or archaeological resources.
6. The proposed location is well drained and soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
7. The proposed location is not in conflict with the Pinellas County Stormwater Management Plan and any watershed management plans adopted by Pinellas County, if applicable.
8. The proposed location is not in a velocity flood zone or a floodway.
9. The proposed location can accommodate the required parking and anticipated queuing of vehicles onsite.
10. The proposed location lies outside the area regulated by Section 333.03(3), F.S., regarding the construction of public educational facilities in the vicinity

of an airport. (~~Rule 9J-5.025(3)(c)4, F.A.C. & Rule 9J-5.025(3)(c)5, F.A.C. & Rule 9J-5.025(3)(c)10, F.A.C.~~)

Policy 2.1.6: The following criteria shall also be used to evaluate whether proposed locations of specific types of schools are consistent with the Pinellas County Comprehensive Plan:

Elementary Schools, Special Education Facilities, and Alternative Education Facilities

1. The proposed location shall have direct access to at least a collector road or as otherwise approved by the local government after determination of acceptable traffic impacts on adjacent roads of lesser classification.

Middle Schools

1. The proposed location shall have direct access to at least a collector road or as otherwise approved by the local government after determination of acceptable traffic impacts on adjacent roads of lesser classification.
2. Outdoor recreational facilities and similar support facilities shall be located and buffered on the proposed site to minimize impacts on adjacent properties.

High Schools

1. The proposed location shall have direct access to at least a collector road, or as otherwise approved by the local government after determination of acceptable traffic impacts on adjacent roads of lesser classification.
2. Stadiums, outdoor recreational facilities, and similar support facilities shall be located and buffered on the proposed site to minimize impacts on adjacent properties.

Vocational -Technical Schools

1. The proposed location shall have direct access to at least a collector road, or as otherwise approved by the local government after determination of acceptable traffic impacts on adjacent roads of lesser classification.
2. Industrial education facilities shall be located and buffered on the proposed site to minimize impacts on adjacent properties.

Policy 2.1.7: Proposed locations that are less than the standard site acreage as prescribed in the Florida Department of Education State Requirements of Educational Facilities may be determined to be consistent with the Pinellas County Comprehensive Plan provided the requirements of Section 1013.36, F.S., are met and off-site impacts can be adequately mitigated.

Policy 2.1.8: A consistency determination for a proposed new site or additional property with the Pinellas County Comprehensive Plan may be conditioned with references to specific types of public educational facilities.

Policy 2.1.9: At the time of consistency determination, Pinellas County may impose reasonable conditions for development of the site as it relates to any of the criteria in Policies 2.1.5 and 2.1.6. Conditions may not be imposed which conflict with those established in Chapter 1013 of the Florida Statutes or the State Uniform Building Code, unless mutually agreed to by Pinellas County and the School District.

Policy 2.1.10: Before a significant change of program at a public educational facility is implemented, the School District and Pinellas County shall require a review of the facility's onsite and offsite impacts. The School District and Pinellas County will work cooperatively to mitigate onsite and offsite impacts, including impacts to public facilities, identified through the review.

Policy 2.1.11: The policies in Objective 2.1 are intended to be consistent with, and not conflict with, the provisions in Chapter 1013, F.S.

OBJECTIVE 2.2: Consistent with Section 163.3177(6)(a), F.S., and the Pinellas County future land use policies, Pinellas County shall explore those opportunities where co-location of public facilities and public schools provides a mutual benefit, serves a desirable community purpose, or represents an efficient use of finances and staff resources. (~~Rule 9J-5.025, (3)(b)6, F.A.C. &~~ Section 163.3177(12)(g), 163.3180(13)(g)2, F.S.)

Policy 2.2.1: As the opportunity arises, Pinellas County and the School Board, shall evaluate the ability to enter into an agreement to co-locate existing or planned school sites with other public facilities, including but not limited to: bike and pedestrian pathways, libraries, parks, community and recreational centers and facilities, museums, performing arts centers, auditoriums, stadiums, healthcare and social services and other uses as may be determined appropriate. (~~Rule 9J-5.025(3)(c)4, F.A.C.~~)

Policy 2.2.2: Should Pinellas County and the School Board determine that the co-location of public facilities is mutually advantageous and desirable, the appropriate method of agreement will be decided upon, and could include such options as, but not be limited to, ~~i~~nterlocal ~~a~~Agreement, Pinellas County resolution, or memorandum of understanding. (~~Rule 9J-5.025(3)(c)4, F.A.C.~~)

Objective 2.3: Pinellas County will support the School District's commitment to sustainable design and operations, as public schools are integral contributors to the quality of the surrounding community.

Policy 2.3.1: Pinellas County and the School District will share information on sustainable design and green building practices, and take advantage of opportunities to incorporate demonstration projects and technologies onsite, so that local schools can serve as community models of environmental efficiency.

GOAL 3: PINELLAS COUNTY WILL COORDINATE WITH THE SCHOOL DISTRICT AND OTHER LOCAL GOVERNMENTS TO IMPROVE THE SAFETY OF STUDENTS AS THEY ACCESS PUBLIC SCHOOL FACILITIES. ~~(Rule 9J-5.025(3)(a), F.A.C)~~

OBJECTIVE 3.1: Pinellas County shall collaborate with the School District and other local governments to promote safe access for students to public school facilities.

Policy 3.1.1: Pinellas County shall participate on the School Transportation Safety Committee (STSC) of the Pinellas County Metropolitan Planning Organization (MPO) to identify locations within the County where student safety is a concern, and to develop recommendations in response to student safety issues raised by the School District, local governments, the School Transportation and Enhanced Pedestrian Safety (STEPS) Committee, or the community to enhance the safety of students accessing public school facilities.

Policy 3.1.2: Pinellas County shall consider implementation of recommendations from the STSC that affect its jurisdiction, in coordination with the School District and any agencies that have some involvement in the identified action, to support student access to public schools in a manner that both improves student safety and is compatible with the surrounding community.

Policy 3.1.3: Pinellas County shall cooperate with School District initiatives that implement STSC recommendations for modifications to a school campus.

Policy 3.1.4: Pinellas County shall, in its capital improvement program, give priority to the construction of those sidewalks, crosswalks, bicycle paths, and other improvements that help to provide continuous access to public schools for pedestrians and bicyclists.

~~**Policy 3.1.5:** Pinellas County shall annually update its Capital Improvements Element to identify the School District's capital needs in the Comprehensive Plan, enabling the coordination of existing and planned public school facilities with the required local capital projects needed to provide support services for the safety of public school students.~~

Policy 3.1.65: For new development or redevelopment within a two-mile radius of any existing or planned public school facility, Pinellas County shall require the developer to construct sidewalks along the corridor contiguous to the property being developed that directly serves the public school facility, in support of Section 1013.36 (5), F.S. and the MPO 2025 2035 Transportation Plan.

GOAL 4: OPPORTUNITIES ARE MAXIMIZED FOR PUBLIC SCHOOLS TO BE DESIGNED SUCH THAT THEY CAN SERVE A VITAL EMERGENCY MANAGEMENT PURPOSE IN TIMES OF DISASTER.

OBJECTIVE 4.1: The safety of the public shall be a high priority when designing future public school facilities and renovating existing facilities.

Policy 4.1.1: Pinellas County shall coordinate with the School District on emergency preparedness issues, including the use of public school facilities for emergency shelters. (Rule 9J-5.025(3)(c)11, F.A.C.)

Policy 4.1.2: Future public school facilities that are not located within category 1, 2 or 3 evacuation zones, shall be designed to serve the public as emergency shelters, consistent with Section 1013.372 F.S. These public school facilities shall be designed according to the public shelter criteria outlined in the Florida Building Code.

Policy 4.1.3: Pinellas County shall annually update its Capital Improvements Element to ensure that the School District's capital needs are reflected in the Comprehensive Plan, enabling the coordination of existing and planned public school facilities with the required local capital projects needed to provide emergency shelter spaces, as identified by the Tampa Bay Regional Hurricane Evacuation Study, developed by the Tampa Bay Regional Planning Council.

SECTION 4: Objective 1.13 and the associated policies of the Intergovernmental Coordination Element of the Pinellas County Comprehensive Plan are amended to read as follows:

1.13: Objective: Pinellas County shall continue to coordinate its Comprehensive Plan with plans of the School Board of Pinellas County and other local governments through participation in joint planning processes and procedures.

1.13.1: Policy: Pinellas County shall implement the Public Schools Interlocal Agreement in coordination with the School District and the other local governments that are signatories to the Agreement (the partner local governments).

1.13.2: Policy: ~~In fulfillment of Section 8 of the Public Schools Interlocal Agreement, Pinellas County shall continue its participation on the Pinellas Schools Collaborative as a means of facilitating planning and coordination among local governments and the School Board, which shall meet at least once a year to evaluate implementation of the Public Schools Interlocal Agreement and school concurrency, and propose amendments for improvement if deemed necessary.~~

1.13.3: Policy: ~~Pinellas County, the School District, and the partner local governments shall coordinate annually in preparing a staff report on the effectiveness of school concurrency that will be presented at the annual meeting of the Pinellas Schools Collaborative, with the annual *School Capacity and Level of Service Report* forming the basis for the staff report. Pinellas County shall include a Public School Facilities Element as a part of its adopted Comprehensive Plan and will coordinate with the School District to~~

maintain data useful for coordinated planning between local governments and the School Board.

- ~~1.13.4: Policy: Pinellas County, the School District, and the partner local governments shall coordinate in amending the Public School Facilities Element according to the procedures in Section 10 of the Public Schools Interlocal Agreement, to ensure that the Public School Facilities Element within the local government comprehensive plans remains coordinated and consistent with one another and with the plans of the School Board.~~
- ~~1.13.5: Policy: Pinellas County, through the implementation of its concurrency management system and the Public Schools Interlocal Agreement, shall coordinate and share information with the School District and the Pinellas County Planning Department to determine whether there is available public school capacity to support the anticipated students from residential site plans and final residential subdivision approvals.~~
- ~~1.13.6: Policy: Pinellas County, its partner local governments, and the School District shall cooperate in establishing a procedural manual for implementation of school concurrency. This manual and any subsequent changes to the manual will be developed by the School Planning Workgroup and approved by the Pinellas Schools Collaborative.~~
- ~~1.13.74: Policy: Pinellas County shall coordinate with the School Board of Pinellas County to implement the public educational facilities siting requirements of Chapter 163 and Chapter 1013, F.S., as stipulated in Section 4 of the Public Schools Interlocal Agreement filed on April 24, 2007.~~

SECTION 5: Objective 1.6 and the associated policies of the Capital Improvements Element of the Pinellas County Comprehensive Plan are hereby deleted;

- ~~1.6: Objective: Pinellas County, in coordination with the School District, shall ensure that the capacity of public schools is sufficient to support the anticipated students from residential site plans and final residential subdivision approvals consistent with the adopted level-of-service standard for public schools.~~
- ~~1.6.1: Policy: Pinellas County shall utilize the following level-of-service standard for public school facilities, which shall be applied consistently district-wide by the School District and by the local governments within Pinellas County that signed the Public Schools Interlocal Agreement (the partner local governments).~~

District-wide Level of Service Standard: Student enrollment plus vested students divided by Florida Inventory of School Houses (FISH) School Capacity plus additional capacity does not exceed 100 percent. This level of service standard shall apply to each type of public school facility.

- ~~1.6.2: Policy: Amendments to the adopted level-of-service standard shall be accomplished using the procedure contained in Section 10 of the Public School Facilities Interlocal Agreement.~~
- ~~1.6.3: Policy: The School Capacity and Level of Service Report, prepared by the School District, approved by the School Board, and delivered to Pinellas County no later than November 30th of each year, and a adjusted throughout the year based on the official student enrollment count of the fall semester and the estimated number of vested students, shall be utilized by Pinellas County as the basis for assessing the existing level of service conditions and the available capacity within each Concurrency Service Area.~~
- ~~1.6.4: Policy: By December 1st of each year, Pinellas County shall adopt by reference the School District's Five Year Work Program to ensure the level-of-service standard is achieved and maintained during the period covered by the five-year schedule within the Capital Improvements Element~~
- ~~1.6.5: Policy: The School Board, in coordination with the partner local governments, will use the procedure in Section 3(a) of the Public Schools Interlocal Agreement to annually update the District's Five Year Work Program to maintain a financially feasible capital improvements program that is able to achieve and maintain the adopted level-of-service standard within the period covered by the five-year schedule.~~
- ~~1.6.6: Policy: Pinellas County hereby adopts by reference, the School District's Five-Year Work Program for FY 2007/08 through 2011/12, as adopted by the School Board on September 11, 2007.~~

SECTION 6: SEVERABILITY

If any section, paragraph, clause, sentence, or provision of the Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this Ordinance, but the effect therefore shall be confined to the section, paragraph, clause, sentence, or provision immediately involved in the controversy in which such judgment or decree shall be rendered.

SECTION 7: LOCATION OF RECORDS

Pursuant to requirements of Section 125.68, Florida Statutes, this Ordinance to amend the Pinellas County Comprehensive Plan is incorporated into the Future Land Use and Quality Communities Element of the Pinellas County Comprehensive Plan, located at, and maintained by, the Clerk of the Pinellas County Board of County Commissioners.

SECTION 8: FILING OF ORDINANCE: ESTABLISHING AN EFFECTIVE DATE

Pursuant to Section 163.3184(3), Florida Statutes, if not timely challenged, an amendment adopted under the expedited provisions of this section shall not become effective until 31 days after adoption. If timely challenged, the amendment shall not become effective until the state

land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this Amendment may be issued or commence before the amendment has become effective.

ORDINANCE NO. 12-

AN ORDINANCE OF THE COUNTY OF PINELLAS, DELETING DIVISION 4, OF ARTICLE VI OF CHAPTER 134, SECTIONS 134-262 THROUGH 134-266 OF THE PINELLAS COUNTY LAND DEVELOPMENT CODE TO ELIMINATE THE PUBLIC SCHOOL FACILITIES CONCURRENCY PROCEDURES; PROVIDING FOR OTHER MODIFICATIONS THAT MAY ARISE FROM REVIEW OF THIS ORDINANCE AT THE PUBLIC HEARING AND/OR WITH OTHER RESPONSIBLE PARTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Section 163, Part II, Florida Statutes (F.S.), establishes the Local Government Comprehensive Planning and Land Development Act; and

WHEREAS, Section 163.3177(12), F.S., was amended in 2005 to require all non-exempt counties and each non-exempt municipality within those counties to adopt and implement a public school facilities element and a school concurrency program; and

WHEREAS, on December 18, 2007, the Pinellas County Board of County Commissioners adopted a Public School Facilities Element, and subsequently implemented school concurrency, and

WHEREAS, the Community Planning Act (HB 7207) amended Section 163.3177(12), F.S. in 2011, eliminating the requirement for implementing school concurrency; and

WHEREAS, on September 7, 2011, the Pinellas Schools Collaborative reviewed the changes to Chapter 163, F.S. and recommended discontinuing the implementation of school concurrency, as significant coordination exists already between local governments and the School District; and

WHEREAS, amendments are therefore required to Chapter 134 of the Pinellas County Land Development Code in order to eliminate requirements for implementing school concurrency; and

WHEREAS, corresponding amendments are also required to the Public School Facilities Element, Intergovernmental Coordination Element and the Capital Improvements Element of the Pinellas County Comprehensive Plan in order to eliminate references to school concurrency; and

WHEREAS, the recommendations from the Pinellas County Local Planning Agency have been received and considered.

NOW THEREFORE BE IT ORDAINED, by the Board of County Commissioners of Pinellas County, Florida, in its regular meeting duly assembled on this ____ day of _____, 2012, that:

SECTION 1: ARTICLE VI, DIVISION 4, SECTION 134-262, *DEFINITIONS OF THE PUBLIC SCHOOL FACILITIES CONCURRENCY PROCEDURES OF THE PINELLAS COUNTY LAND DEVELOPMENT CODE*, IS HEREBY DELETED

~~Sec. 134-262. Definitions of the Public School Facilities Concurrency Procedures~~

~~*Additional Capacity* means school facilities that will be in place or under actual construction within three years based on the Five-Year Work Program.~~

~~*Available Capacity* shall be calculated based on the following formula:
Available Capacity = [FISH School Capacity + Additional Capacity] — [Enrollment + Vested Students]~~

~~*Concurrency Service Area* means the areas of the county within which the level of service will be measured for school concurrency purposes, as adopted in the Public School Facilities Element of the Pinellas County Comprehensive Plan.~~

~~*Development Order* means any order granting, denying, or granting with conditions, an application for development.~~

~~*Development Permit* means any approved final site plan, building permit, zoning clearance, rezoning, special exception, variance, conditional use, or any other official action of the county having the effect of permitting the development of land.~~

~~*Educational Plant Survey or the Five-Year Plant Survey* means the systematic study of educational and ancillary plants of the School Board conducted at least every five years to evaluate existing facilities and plan for future facilities to meet proposed program needs. (see Section 1013.35, F.S.)~~

~~*Effective Date* means the date as of which school concurrency will be applied to residential site plans or final residential subdivision approvals, after the Public School Facility Element (PSFE) and land development regulations implementing the PSFE are in effect for all Partner Local Governments.~~

~~*Enrollment* means the official student enrollment count of the fall semester.~~

~~*Existing Level of Service* is calculated based on the following formula:
 $LOS = [Student Enrollment + Vested Students] / [FISH School Capacity + Additional Capacity]$~~

~~*Five-Year Facilities Work Program or Five-Year Work Program* means the document created by the School District to assist it as it plans, proposes, and prioritizes its current and five-year capital outlay needs. (see Section 1013.35, F.S.)~~

~~FISH (Florida Inventory of School Houses) means the inventory numbering system used by the Florida Department of Education for parcels, buildings, and rooms in public educational facilities.~~

~~Level of Service Standard means the minimum service level that will be provided by public school facilities in Pinellas County. The LOS Standard is applied consistently district-wide and is established within both the Public Schools Interlocal Agreement and the Public School Facilities Element.~~

~~District-wide Level of Service Standard: Student enrollment plus vested students divided by Florida Inventory of School Houses (FISH) School Capacity plus additional capacity does not exceed 100 percent. This level of service standard shall apply to each type of public school facility.~~

~~Local Government or Local Governments for the purposes of this manual means the County and all of the municipalities required to implement school concurrency.~~

~~Public School Facilities Element (PSFE) means the element required to be adopted in local government comprehensive plans by Section 163.3177 (12), F.S., for those communities that are required to implement a school concurrency program.~~

~~Public Schools Interlocal Agreement means the Interlocal Agreement filed with the Pinellas County Board Clerk on April 24, 2007 between the Pinellas County School Board, Pinellas County, and the twelve municipalities within Pinellas County that are required to implement school concurrency per Section 163.3177(1), F.S., or as it may subsequently be amended.~~

~~Remodeling as defined in the Florida Building Code, Chapter 4, Section 423.5., means the changing of existing facilities by rearrangement of space and/or change of use.~~

~~Renovations as defined in the Florida Building Code, Chapter 4, Section 423.5., means the rejuvenating or upgrading of existing facilities by installation or replacement of materials and equipment. The use and occupancy of the spaces remain the same.~~

~~Residential Approval means a residential site plan or a final residential subdivision approval.~~

~~School Board means the elected body presiding over the schools of Pinellas County responsible for exercising all of the powers and duties associated with the District schools, in accordance with Chapter 1001 of the Florida Statutes.~~

~~School Capacity and Level of Service Report means the report prepared annually by the School District to calculate the existing level of service and the Available Capacity within each Concurrency Service Area.~~

~~School Concurrency Approval means the finding issued by the county that there is available capacity for all types of schools to serve a Residential Approval.~~

~~School District means the unit for the control, organization, and administration of schools in Pinellas County. The responsibility for the actual operation and administration of all schools needed within the district in conformity with rules and minimum standards prescribed by the state, and also the responsibility for the provision of any desirable and practicable opportunities authorized by law beyond those required by the state, are delegated by law to the school officials of the Pinellas County School District.~~

~~Vested Students means the estimated number of students that would be generated from Residential Approvals after the Effective Date (see Section 13.a.i. of the Public Schools Interlocal Agreement) less the number of Vested Students represented by the dwelling units of the Residential Approvals that (1) received certificates of occupancy since the Effective Date when preparing the first School Capacity and Level of Service Report or since the preparation date of the previous Report when preparing the second and subsequent Reports and are located in a residential development that received School Concurrency Approval, or (2) had their School Concurrency Approval expire.~~

SECTION 2: ARTICLE IV, DIVISION 4, SECTION 134-263 AUTHORITY; ADOPTION OF LEGISLATIVE FINDINGS OF THE PUBLIC SCHOOL FACILITIES CONCURRENCY PROCEDURES OF THE PINELLAS COUNTY LAND DEVELOPMENT CODE, IS HEREBY DELETED

~~134-263 Authority; Adoption of Legislative Findings~~

~~(a) This division is adopted in compliance with, and pursuant to, the local government comprehensive planning and land development regulation act, Section 163.3184, F.S.~~

~~(b) This division is adopted pursuant to the constitution and home rule powers in the Fla. Const. article VII, F.S. ch. 125 and article II of the Pinellas County Home Rule Charter.~~

~~(c) The legislative findings are as follows:~~

~~(1) Section 163.3177(12) was amended in 2005 to require all non-exempt counties and each non-exempt municipality within those counties to adopt and implement a public school facilities element and a school concurrency program;~~

~~(2) The county is not exempt from the requirements of Section 163.3177(12), F.S., and must, along with the 12 non-exempt municipalities within the county, adopt a public school facilities element and implement school concurrency; and~~

~~(3) The board of county commissioners adopted amendments to the Pinellas County Comprehensive Plan on December 18, 2007 to establish concurrency for public school facilities.~~

SECTION 3: ARTICLE IV, DIVISION 4, SECTION 134-264 PURPOSE AND INTENT OF THE PUBLIC SCHOOL FACILITIES CONCURRENCY PROCEDURES OF THE PINELLAS COUNTY LAND DEVELOPMENT CODE, IS HEREBY DELETED

~~134-264 Purpose and Intent~~

~~The purpose of school concurrency is to assure that there is available capacity for the anticipated students in each Concurrency Service Area where residential units are created at the time those students need to go to school.~~

SECTION 4: ARTICLE IV, DIVISION 4, SECTION 134-265 AREAS EMBRACED OF THE PUBLIC SCHOOL FACILITIES CONCURRENCY PROCEDURES OF THE PINELLAS COUNTY LAND DEVELOPMENT CODE, IS HEREBY DELETED

~~134-265 Areas Embraced~~

~~The provisions of these divisions shall apply to any property within the unincorporated areas of the county.~~

SECTION 5: ARTICLE IV, DIVISION 4, SECTION 134-266 PUBLIC SCHOOL FACILITIES CONCURRENCY PROCEDURES OF THE PINELLAS COUNTY LAND DEVELOPMENT CODE, IS HEREBY DELETED

~~134-266 Public School Concurrency Facilities Concurrency Procedures~~

~~(a) — Application for School Concurrency Review.~~

~~The development tracking system is accessed by the county when an application for school concurrency review ('Application') is submitted to the county. A county representative shall then ascertain the completeness of the documentation, in a timely manner, to ensure that the required information is sufficient to accept the Application for school concurrency review.~~

~~(b) — Review of Application.~~

~~(1) When the Application has been accepted, it shall be processed and reviewed in accordance with procedures adopted in Section 138.177. These procedures shall include a review of the Application for public school facilities identified in this division, as they may apply. In cases of site plans for Affordable Housing Developments, it is the intent of the board of county commissioners that these plans shall be given priority in the review system and, where possible, be reviewed by staff within two weeks of submittal by the applicant, consistent with the Affordable Housing review procedures in Section 138.177(C).~~

~~(2) If the Application is not reviewable as submitted, then the Application shall be returned to the property owner or representative clearly stating what the deficiencies are and why the Application cannot be further reviewed.~~

~~(c) — School Concurrency Applied.~~

~~(1) When the review process for an Application is initiated, the county shall consider the most current adjusted information on Available Capacity provided by the county. If this information reveals that there is Available Capacity within each of the Concurrency Service Areas where the proposed Residential Approval would be located, then the county shall proceed under Section (2) below. If the information reveals that there is not Available Capacity within a Concurrency~~

~~Service Area where the proposed Residential Approval would be located, then the county shall proceed under Section (3) below.~~

~~(2) Development Review Process when there is Available Capacity:~~

~~a. The county is authorized to issue a School Concurrency Approval for a residential site plan or final subdivision approval of less than 25 dwelling units without submitting a School Concurrency Application to the School District.~~

~~b. A School Concurrency Application for residential site plans or residential final subdivisions of 25 dwelling units or greater shall be submitted by the county to the School District and the county on a form provided by the School District.~~

~~c. Within 25 days of receipt from the county of a completed School Concurrency Application, the School District will review the Application and shall render a School Concurrency Determination stating whether there is Available Capacity for all types of schools to accommodate the estimated number of students that would be generated by the proposed Residential Approval and maintain the adopted Level of Service Standard. The School District may request assistance from the county in reviewing Applications.~~

~~d. If the School District determines that there is Available Capacity within the Concurrency Service Areas where the proposed Residential Approval would be located, then an adequate Level of Service would be provided within the Concurrency Service Areas and the Residential Approval shall be issued a School Concurrency Approval by the county.~~

~~e. If the School District determines that there is not Available Capacity within an affected Concurrency Service Area and the adopted Level of Service Standard would be exceeded, then the School District shall consider whether there is Available Capacity in the contiguous Concurrency Service Area(s).~~

~~1. If the School District determines that, in the aggregate, there is Available Capacity in the Concurrency Service Area and in the contiguous Concurrency Service Area(s) to accommodate the estimated number of students from the proposed Residential Approval, then an adequate Level of Service would be provided and the Residential Approval shall be issued a School Concurrency Approval by the county.~~

~~2. If the School District determines that, in the aggregate, there is not Available Capacity in the Concurrency Service Area and in the contiguous Concurrency Service Area(s) to accommodate the estimated number of students from the proposed Residential Approval, then an adequate Level of Service would not be provided for that type of school and the Residential Approval shall not be issued a School Concurrency Approval by the county.~~

~~3. If the School District determines that, in the aggregate there is not Available Capacity, then within 25 days after receiving the completed School Concurrency Application from the county, the School District shall identify the~~

~~required proportionate share mitigation and recommend acceptable form(s) of mitigation in writing to the county and the applicant.~~

~~4. When the School District determines that there is not Adequate Capacity for a Residential Approval, then the county may only issue a School Concurrency Approval after the execution of a legally binding development mitigation agreement between the applicant, the county, and the School Board.~~

~~(3) Development Review Process when at least one Concurrency Service Area has no Available Capacity:~~

~~a. A School Concurrency Application shall be submitted by the county to the School District and the county for all Residential Approval, regardless of size, that are located within the Concurrency Service Area that has no Available Capacity. The School Concurrency Application shall be submitted on a form provided by the School District.~~

~~b. The development review process shall then follow the procedures in (2)e above.~~

~~(4) The county shall provide documentation of all School Concurrency Approvals to the county within thirty days of issuance.~~

~~(5) Continued Validity of a School Concurrency Approval:~~

~~A School Concurrency Approval shall be valid for purposes of the issuance of development orders or permits for 24 months from the date of issuance by the county. Once a development order or permit has been issued, the School Concurrency Approval shall be valid until a certificate of occupancy is issued or the development order or permit is no longer in effect.~~

~~(d) — School Capacity and Level of Service Report:~~

~~(1) Each year, the School District shall prepare a School Capacity and Level of Service Report (the "Report") to calculate the Existing Level of Service and the Available Capacity within each Concurrency Service Area.~~

~~(2) Available Capacity shall include the school facilities that will be in place or under construction within three years, according to the Five-Year Work Program and shall be calculated based on the following formula:~~

~~Available Capacity = [FISH School Capacity + Additional Capacity] — [Enrollment + Vested Students]~~

~~(3) The county shall be notified by the local governments when new dwelling units have received certificates of occupancy and when the School Concurrency Approval for a Residential Approval has expired. The county shall provide this information to the School District for inclusion in the annual Report.~~

~~(e) — Mitigation.~~

~~(1) If capacity is not available, the applicant may choose to satisfy the public school facilities concurrency requirements of the county by making a proportionate fair share contribution, pursuant to the following requirements:~~

~~a. Acceptable forms of mitigation may include, without limitation, the following:~~

- ~~_____ 1. Contribution of land;~~
- ~~_____ 2. The construction of public school facility;~~
- ~~_____ 3. Expansion of an existing public school facility;~~
- ~~_____ 4. Payment for land acquisition or the expansion or construction of a public school facility;~~
- ~~_____ 5. The creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits;~~
- ~~_____ 6. Charter schools will be recognized as public school facilities and will serve to expand the capacity of the School District. Charter schools are a potential option for mitigating the impact that new Residential Approvals may have on public school facilities.~~

~~b. The following standards shall apply to any mitigation required by the School District:~~

- ~~_____ 1. Proposed mitigation must be directed toward a permanent school capacity improvement identified in the Five-Year Work Program, with the exception of charter schools, that satisfies the estimated demands created by the proposed Residential Approval;~~
- ~~_____ 2. Relocatable classrooms will not be accepted as mitigation;~~
- ~~_____ 3. Mitigation shall be proportionate to the demand for public school facilities estimated to be created by the proposed Residential Approval;~~

~~c. The Proportionate Share Mitigation amount shall be calculated using the following formula for each school level:~~

~~Multiply the number of additional new student stations required for mitigation of the estimated demand for public school facilities created by the proposed Residential Approval by the average cost per student station using the actual construction cost being experienced by the School District for student stations at the time when proportionate share mitigation is accepted plus the inclusion of land costs, if any.~~

~~(2) Development Mitigation Agreement~~

~~a. The development mitigation agreement shall provide for the required mitigation to mitigate the impacts of the proposed development on public school facilities.~~

~~b. Upon notification by the School District that a proposed development project is subject to public school facilities concurrency regulations and is eligible to participate in the proportionate share program, the applicant and the county shall be notified within 21 days in writing of such during the site plan review process.~~

~~c. In order to move forward in the development process, if the applicant chooses to exercise this concurrency option, a meeting shall be held to discuss eligibility, Application submittal requirements, potential mitigation options, and related issues. The applicant and the School District shall attempt to negotiate a development mitigation agreement which shall provide for the required mitigation to mitigate the impacts of the proposed development on public school facilities. The county shall be a party to this agreement.~~

~~d. After a mitigation project is identified and agreed upon by the applicant and the School District, a development mitigation agreement will be prepared by the~~

~~applicant with direction from the School District. The final agreement, after approval by the School Board, will become a part of the final site plan submittal. Final approval of the site plan and agreement rests with the county administrator. If the applicant and the School Board are unable to agree on an acceptable form of mitigation, the conflict resolution provision provided in Section 14 of the Public Schools Interlocal Agreement may be utilized.~~

~~e. The development mitigation agreement shall include the applicant's commitment to continue to renew the development mitigation agreement until the mitigation is completed as determined by the School Board or as determined through the conflict resolution procedures provided for in Section 14 of the Public Schools Interlocal Agreement, if applicable.~~

~~f. Upon execution of a development mitigation agreement, the applicant shall receive public school facilities concurrency approval or functional equivalent.~~

~~g. If the applicant chooses to not continue with their project, the applicant may submit a letter to the School District to withdraw from the development mitigation agreement at any time prior to the execution of the agreement.~~

~~h. A development mitigation agreement can be amended or cancelled by mutual consent of the parties to the agreement or by their successors in interest.~~

~~(3) Cross Jurisdictional Impacts~~

~~a. In the interest of intergovernmental coordination and to reflect the shared responsibilities for managing development and concurrency, the county will notify the other local government in writing if the proposed mitigation is located in a different jurisdiction, and allow the opportunity for the other local government to comment on mitigation proposals.~~

~~(f) — Vesting.~~

~~For the purposes of meeting the Level of Service Standard, Residential Approvals, development orders, and permits approved for any property prior to the Effective Date shall be vested and shall not require a School Concurrency Approval.~~

~~(g) — Credits.~~

~~(1) After the Effective Date, any property with existing dwelling units that are demolished or destroyed shall receive a credit for the estimated number of students generated from existing dwelling units. Credits may not be transferred to another property but may be used on abutting property if part of the same Residential Approval. The applicant will be required to provide proof of such existing uses in a form acceptable to the county administrator or his/her designee.~~

~~(2) The application of credits for public school capacity attributable to the number of student seats generated by a previous and existing on-site residential use may be used for a new Residential Approval, in the place of the capacity which would be generated by the new Residential Approval, in perpetuity from the Effective Date.~~

~~(h) Submittal of a New Site Plan.~~

~~(1) Consistent with the county's comprehensive zoning ordinance, and as accepted by the county administrator or his/her designee, modifications may be made to an already submitted site plan. A revision will not result in any extension~~

~~to the validity time frame associated with a School Concurrency Approval issued for the initial site plan, and will not justify the issuance of a new School Concurrency Approval. Modifications in demand on Available Capacity will be reflected in the development tracking system. If the county administrator or his/her designee determines that such modifications constitute substantial deviation, as defined in the comprehensive zoning ordinance, from the original site plan, submittal of a new site plan will be required. In such instances, the School Concurrency Approval issued for the original site plan submittal will no longer be valid, and the new site plan will be subject to the school concurrency review.~~

~~(i) — Review and Appeals.~~

~~(1) The review and appeal of a School Concurrency Determination issued by the county will be carried out in accordance with Sec. 134.234 of the Pinellas County Code.~~

SECTION 6. SEVERABILITY

If any section, paragraph, clause, sentence, or provision of the Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this Ordinance, but the effect therefore shall be confined to the section, paragraph, clause, sentence, or provision immediately involved in the controversy in which such judgment or decree shall be rendered.

SECTION 7. INCLUSION IN THE CODE

The provisions of this Ordinance shall be included and incorporated in the Pinellas County Land Development Code, as an amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Pinellas County Land Development Code.

SECTION 8. FILING OF ORDINANCE; EFFECTIVE DATE

Pursuant to Section 125.66, F.S., a certified copy of this Ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This Ordinance shall become effective upon notice of filing of the Ordinance with the Department of State.