



**CITY OF EAGLE LAKE
REGULAR CITY COMMISSION MEETING
MONDAY, JULY 07, 2014
7:00 P.M.**

**TO BE HELD IN THE COMMISSION CHAMBERS
LOCATED AT 675 E EAGLE AVE
EAGLE LAKE, FLORIDA 33839**

AGENDA

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE TO THE FLAG

IV. ROLL CALL

V. AUDIENCE

VI. SPECIAL PRESENTATIONS/RECOGNITIONS/PROCLAMATIONS, REQUESTS

- A. Staff Reports
- B. City Manager Report
- C. CareerSource Polk – Presentation on the State of the Workforce

VII. PUBLIC HEARINGS

- A. Consideration of the first reading of Ordinance No.: O-14-03, An Ordinance of the City Commission of the City Eagle Lake, Florida, Amending the City of Eagle Lake Land Development Regulations, Division II, Requirements of Zoning Districts; Article 2: Specific Provisions; Section 2.1.2.90, Fences, Walls, Hedges, Architectural Features, and Swimming Pools; Generally to Allow 4 Foot Fences or Hedges in Required Front Yards; and to Allow 6 Foot Fences in Corner-Lots; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

VIII. OLD BUSINESS

IX. NEW BUSINESS

- A. Consideration of the Polk County/City of Eagle Lake Public Transit Services Interlocal Agreement Amendment #5.
- B. Consideration of Resolution No.: R-14-08, A Resolution of the City Commission of the City of Eagle Lake, Florida, Approving the Polk County Library Cooperative Interlocal Agreement 2014-2024, and Providing an Effective Date.
- C. Consideration of the Interlocal Agreement for Public School Facility Planning.
- D. Consideration of removing docks.

X. CONSENT AGENDA

- A. Approval of the City Commission Workshop Minutes-----06/16/14
- B. Approval of the Regular City Commission Minutes -----06/16/14
- C. Consideration of the write of list-----\$1,114.96
- D. Approval of Envisors' Addendum No. 1 to Supplement Agreement 13-02 – CDBG Green Acres Water System Improvements; EVI No.: 70605200.

- E. Approval of Temporary Construction and Access Easement Agreement with Milton and Carolyn Varnadore.
- F. Approval of the Florida Department of Environmental Protection Small Community Wastewater Facilities Amendment 4 to Grant Agreement SG530900 (Replace Lift Stations)

XI. AUDIENCE

XII. CITY ATTORNEY

XIII. CITY COMMISSION

XIV. ADJOURNMENT

Please be advised that if you desire to appeal any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases a verbatim record is required. You must make your own arrangements to produce this record. (Florida Statute 286.0105).

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk's Office at 75 North Seventh Street, P.O. Box 129, Eagle Lake, Florida 33839 or phone (863) 293-4141 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.

POSTED AT CITY HALL AND THE EAGLE LAKE POST OFFICE ON THURSDAY, JULY 3, 2014
BY CITY CLERK DAWN WRIGHT, MMC

July 3, 2014

Manager Report

To: Mayor and City Commission

From: Pete

Subject: Agenda for Monday, July 7, 2014 Meeting: Ordinance 0-14-03 on fence height; Polk Transit Agreement and Library Cooperative Agreement; Request to Remove Dock; Bingham Project Update; Green Acres Well Update; Landfill Charges; Green Acres Project

Ordinance 0-14-03 on Fence Height

I request consideration of the first reading of Ordinance 0-14-03 on fence height on corner lots. Donnie will be with us to discuss this in detail, as this was on the agenda in early June but was pulled because of Donnie's illness. The diagrams presented earlier are attached for your review.

Polk Transit Agreement

The Commission is being asked to approve the agreement with Polk Transit for next year. The amount we will pay for transit services in 2014-15 is the same (\$5000) as this year.

Library Cooperative Agreement

The Commission is also requested to approve the agreement with the Polk County Library Cooperative for the period 2014-2024. We will still receive support for our library from the Cooperative over the next 10 years, as well as the City providing the staffing for their transportation of library materials around the County. The City will still receive 100% reimbursement of all van driver costs under the proposed agreement. I request your approval Monday.

Removal of Dock at Beach

As you are aware from the report given at the June 16 meeting by Brian, the dock at the beach is being used as a diving pad for many beach visitors. When the deputies are there on site everyone will vacate the dock, but when the deputies leave, they are back diving off the dock. As Brian said, we need to remove the dock, or station a deputy there all the time, which is not practical. Monday I request your approval to remove the dock.

Bingham Project Update

Last Friday Mrs. Varnadore did come at 5pm to sign the easement, so while there may be some additional expense on the sewer lines, it will not be the \$10,000 from having to install more manholes.

There was a progress meeting on Tuesday at 9:30am on the Bingham project, with Mark Frederick, Engineer; Janie Hagberg, SWFMD representative; Luis Sepulveda of L & SF Engineering, contractor on the job; Dan Jensen and myself. I used the meeting to work with Ms. Hagberg on the

process for obtaining reimbursement on this project. The first bill from L &SF Engineering amounts to \$86,000.00. We had previously paid \$50,000 for design, and since this is a cooperative funded project which is being constructed, I asked for the procedure to obtain reimbursement of 50% of the design fees(\$25,000) and 50% of the construction expense(\$43,000).

We also discussed the progress of the project and if there were any change orders, and the recommendation of the engineer on those change orders. There were two issues that arose. The first issue was raised by Mr. Sepulveda, and it was about the removal of the tree at Brookins and South Second. Mr. Sepulveda wanted to be compensated an extra \$5,000 for removal of the tree. Mark pointed out that the tree was in the area listed on the plans for 'tree removal and grubbing' so Mark's point was that it should be understood that the tree in question should be removed and no additional compensation is allowed. Mr. Sepulveda then asked about some extra time because of the sewer easements and gas line relocation. I said that we can be more flexible on some extra days since we did have a problem on easements and I wanted to ensure safe operation excavating around gas lines. Our SWFMD representative also did not have any problem with a few extra days since the project is moving along well.

I discussed at length with Ms. Hagberg the process for obtaining reimbursement from Water Management. I want reimbursement from Water Management for 50% of the design fees and 50% of the first payment to the contractor. The design fees are \$50,000 and the contractor payment is \$86,000. I will request reimbursement of \$25,000 plus \$43,000, or \$68,000. I confirmed with Ms. Hagberg the process for future reimbursements, and I spoke about reimbursement for construction inspection and construction costs. Ms. Hagberg questioned whether the City could be granted reimbursement for construction inspection, saying that SWFMD does not usually reimburse inspection costs. I said that inspection costs were part of the additional \$120,000 added to the project budget for the 2014-15 year, with \$60,000 from the City and \$60,000 from SWFMD. I was informed that fencing costs would not be paid by SWFMD, but no one said that inspection fees were not allowed. Because of that I asked Ms. Hagberg to check, and I plan to submit a claim for inspection fees with the next request for reimbursement.

Green Acres Well Update

I have contacted Mr. Courson of Dunham Well Service about the status of our Green Acres well. Wednesday Mr. Courson got back to me and said that the problem with the well was because of the failure of the well casing. To determined further steps which need to be taken to resolve the problem we need to have the well flushed and televised. I authorized the well to be televised Wednesday. It will be televised Thursday, and I hope to have a recommendation Monday. The cost to televise is \$2850.00.

Landfill fees

I still have not received official notification from the County about the City being billed for landfill fees rather than the residents directly. Frostproof has not received official notification either. I will inform you when I get it.

Green Acres Project

Tri Sure is to begin on site work on the Green Acres improvement next week. I will have a letter to all our Green Acres customers notifying them of this work shortly.

ORDINANCE O-14-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, AMENDING THE CITY OF EAGLE LAKE LAND DEVELOPMENT REGULATIONS, DIVISION II, REQUIREMENTS OF ZONING DISTRICTS; ARTICLE 2: SPECIFIC PROVISIONS; SECTION 2.1.2.90, FENCES, WALLS, HEDGES, ARCHITECTURAL FEATURES, AND SWIMMING POOLS; GENERALLY TO ALLOW 4 FOOT FENCES OR HEDGES IN REQUIRED FRONT YARDS; AND TO ALLOW 6 FOOT FENCES IN CORNER-LOTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Lake Planning Commission recommended approval to amend the City of Eagle Lake Land Development Regulations, to amend Section 2.1.2.90 at a public hearing on May 14, 2013; and

WHEREAS, the City Commission has determined it is in the best interest of the City to amend the Land Development Regulations to amend the Land Development Regulations to allow fences or hedges up to 4 feet in height in required front yards, and fences or hedges up to 6 feet in height on corner-lots, as more specifically set forth in Exhibit "A" hereto; and

WHEREAS, the City of Eagle Lake City Commission finds that this Ordinance is in the best interest of the health, safety and welfare of the citizens of Eagle Lake.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, AS FOLLOWS:

1. The City of Eagle Lake Land Development Regulations Section 2.1.2.90, Fences, Walls, Hedges, Architectural Features, and Swimming Pools, is amended as shown on Exhibit "A" attached hereto and made a part hereof (~~strike through~~ language deleted, underline language added).

2. It is the intent of the City Commission that the provisions of this Ordinance shall become codified and made a part of the Land Development Regulations of the City of Eagle Lake, Florida, and the sections of this ordinance may be renumbered, reformatted or re-lettered to accomplish such intention.

3. All ordinances in conflict herewith are hereby repealed.

4. Should any section, paragraph, clause, sentence, item, word or provision of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any part hereof, not so declared to be invalid.

5. This Ordinance shall take effect _____, 2014.

INTRODUCED on first reading this ____ day of _____, 2014.

PASSED on second reading this ____ day of _____, 2014.

CITY OF EAGLE LAKE, FLORIDA

ATTEST

J.R. SULLIVAN, MAYOR

CITY CLERK DAWN WRIGHT

Approved as to form:

CITY ATTORNEY HEATHER R. CHRISTMAN

ORDINANCE NO.: O-14-03

Exhibit "A"

(~~strikethrough~~ language deleted, underline language added)

Sec. 2.1.2.90. Fences, walls, hedges, architectural features, and swimming pools.

~~1. Except as required for maintenance of visibility at street intersections or at intersections of driveways with streets, fences, walls, and hedges shall be permitted in any required yard; provided however, that no solid fence or solid wall shall be permitted to exceed eight feet in height and provided further, no solid fence, solid wall, or hedge along the side or front edge of any required front yard shall be over 2 ½ feet in height, and any portion above this height shall not materially impede visibility.~~

1. No fence or solid wall on any property shall exceed ~~eight (8)~~ six (6) feet in height in any zoning district. No fence or other obstruction including signs (having less than eight feet of ground clearance), walls, hedges, or other structures shall exceed four feet in height within 25 feet of a street intersection. In all zoning districts, fences, walls, or hedges shall be limited to four feet in height within required front or side street setback areas. However, ~~except~~ on corner lots a six (6) foot fence, wall or hedge is permitted in said setback if (a) it runs parallel to the front street from the primary residential unit directly to the side street right of way line and thence directly to the nearest point on the rear lot line, (b) the rear lot line of the subject lot are the same as (match) the lot to its rear, and (c) the side yard facing sides of the two back to back house are the same distance from the side street right-of-way.— This exception does not alter the four foot height limitation within 25 feet of a street intersection, and is also subject to a determination by the building official that the fence, wall or hedge does not materially impede visibility.

2. Architectural features, eaves, chimneys, fireplaces, balconies, and the like may project in to required front, side, or rear yards not more than three feet where the required yard is eight feet or more in width. Ordinary projections of window sills, belt courses, cornices, and other ornamental features may project into these required yards to the extent of not more than seven inches.

3. Swimming pools shall be fenced as required by law.

**Social Services Division
Transit Services**



1290 Golfview Avenue
Bartow, FL 33830
(863) 534-5363 Office
(863) 534-5311 Fax #

JUN 16 2014

June 12, 2014

Mr. Pete Gardner
City Manager, City of Eagle Lake
P. O. Box 129
Eagle Lake, Florida 33839

Mr. Gardner,

Attached is Amendment 5 for Fiscal Year 2015 which extends our contract to September 30, 2015, for transit bus service in the Winter Haven Area Transit's service area. Of major significance is that your municipalities' fair share service cost will remain the same at \$5,000.

This is a pivotal year as we move towards a major referendum on November 4th that will change the face of Public Transportation in Polk County. When passed, future fair share contributions will no longer be requested. We appreciate your partnership these past years both financially and cooperatively as we look forward to a bright future with strong economic development and viable, efficient transit for our citizens.

Yours truly,

Paul A. Simmons
Transit Manager
Polk County Board of County Commissioners

Attch: Amendment Five to Interlocal Agreement

PAS/wcs

POLK COUNTY/CITY OF EAGLE LAKE PUBLIC TRANSIT SERVICES INTERLOCAL AGREEMENT
AMENDMENT #5

This Amendment #5 to the Polk County/City of Eagle Lake Public Transit Services Interlocal Agreement (the "Interlocal Agreement"), is made by and between the City of Eagle Lake ("City"), a Florida Municipal Corporation, and Polk County ("County"), a political subdivision of the State of Florida, by its Board of County Commissioners, is entered into effective as of the 1st day of October, 2014, as follows:

WHEREAS, the City and the County first entered into the Interlocal Agreement related to Public Transit Services in September 2009, with an effective date of October 1, 2009, and said Interlocal Agreement detailed the specifics of the City's agreement to assist with the funding of a portion of the fixed-route services of the Winter Haven Area Transit system operating within the City limits. That Interlocal Agreement included a term of 1 year.

WHEREAS, the City and the County extended the Interlocal Agreement for an additional 1 year term, by Amendment #1 to the Interlocal Agreement with an effective date of October 1, 2010.

WHEREAS, the City and the County extended the Interlocal Agreement for an additional 1 year term, by Amendment #2 to the Interlocal Agreement with an effective date of October 1, 2011. Amendment #2 also clarified that all references to the Winter Haven Area Transit ("WHAT") Policy Board be stricken from the Interlocal Agreement, and that all of its responsibilities and duties are transferred to the Polk Transit Authority ("PTA").

WHEREAS, the City and the County extended the Interlocal Agreement for an additional 1 year term, by Amendment #3 to the Interlocal Agreement with an effective date of October 1, 2012.

WHEREAS, the City and the County extended the Interlocal Agreement for an additional 1 year term, by Amendment #4 to the Interlocal Agreement with an effective date of October 1, 2013.

WHEREAS, the current term of the Interlocal Agreement is set to expire on September 30, 2014, and;

WHEREAS, both parties wish to extend the term of the Interlocal Agreement, as modified by previous Amendments, for an additional 1 year term;

NOW, THEREFORE, in and for consideration of the mutual promises and agreements included herein and in the Interlocal Agreement, as modified, the parties hereto agree as follows:

1. The term of the Interlocal Agreement is hereby extended for an additional 1 year term effective October 1, 2014, and through September 30, 2015.
2. All other terms and conditions of the Interlocal Agreement, as previously modified by any and all amendments thereto, and until proper termination thereof, or until further modified by mutual agreement of the parties by means of additional amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the City and County have caused this Agreement to be executed by their duly authorized representatives.

**City Commission
City of Eagle Lake, Florida**

By: _____

Title: _____

Date: _____

Attest:

City Clerk
City of Eagle Lake

By: _____
City Clerk

Date: _____

**Polk County Board of County
Commissioners**

By: _____
R. Todd Dantzler

Title: _____
Chairman

Date: _____

Attest:

Stacy M. Butterfield, County Clerk
Polk County, Florida

By: _____
Deputy Clerk

Date: _____

RESOLUTION R-14-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, APPROVING THE POLK COUNTY LIBRARY COOPERATIVE INTERLOCAL AGREEMENT 2014-2024, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Eagle Lake entered into the Polk County Library Cooperative Interlocal Agreement 2006-2010, and the Polk County Library Cooperative Interlocal Agreement 2010-2014, and deems it in the best interest of the City of Eagle Lake to enter into the Polk County Library Cooperative Interlocal Agreement 2014-2024; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA:

1. The City Commission of the City of Eagle Lake hereby approves the Polk County Library Cooperative Interlocal Agreement 2014-2024 at Exhibit "A" attached hereto and made a part hereof.
2. This Resolution shall take effect immediately upon its passage.

INTRODUCED AND PASSED by the City Commission of the City of Eagle Lake, Florida, in regular session this _____ day of _____, 2014.

CITY OF EAGLE LAKE

J.R. SULLIVAN, MAYOR

ATTEST:

CITY CLERK DAWN WRIGHT

Approved as to form:

CITY ATTORNEY HEATHER R. CHRISTMAN

Passed by Library Cooperative Governing Board on June 4, 2014

POLK COUNTY LIBRARY COOPERATIVE INTERLOCAL AGREEMENT 2014 - 2024

This Agreement is entered into this day of _____ by Polk County, a political subdivision of the State of Florida, hereinafter referred to as the County, and the municipalities of Auburndale, Bartow, Dundee, Eagle Lake, Fort Meade, Frostproof, Haines City, Lake Alfred, Lakeland, Lake Wales, Mulberry, Polk City, and Winter Haven, hereinafter referred to as "participating municipalities".

WHEREAS, Section 163.01, Florida Statutes (2013) the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, both the County and participating municipalities are public agencies within the meaning of Chapter 163.01, Florida Statutes (2013); and

WHEREAS, Section 163.01(4), Florida Statutes (2013) provides that a public agency of this state may exercise jointly with any other public agency of the state any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 125.01(f), Florida Statutes (2013) authorizes the County to provide libraries and cultural facilities and programs; and

WHEREAS, Section 166.021(1), Florida Statutes (2013), authorizes municipalities to render municipal services and exercise power for municipal services, except when expressly prohibited by law; and

WHEREAS, the County and participating municipalities desire to cooperate in a countywide agreement to provide library services without charge to all persons residing in Polk County, including residents of the unincorporated areas and those incorporated areas not served by a public library; and

WHEREAS, the County as an eligible political subdivision under Section 257.17, Florida Statutes (2013), may participate in the State Aid to Libraries Program; and

Resolution R-14-08
Exhibit "A"

Passed by Library Cooperative Governing Board on June 4, 2014

WHEREAS, the County enacted Ordinance 07-18, the Polk County Amended, Restated and Consolidated Comprehensive Impact Fee Ordinance, as amended, which in part provides for the funding of library capital improvements required by growth within Polk County; and

WHEREAS, the County enacted Ordinance 05-025, the Polk County Library MSTU Ordinance to levy ad valorem taxes within the unincorporated area of Polk County to fund new libraries, and, to the extent that it is demonstrated that such facilities benefit and are used by the residents of the unincorporated area of Polk County, existing and future library facilities operated by the Polk County Library Cooperative and its members.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

1. PURPOSE

The County and participating municipalities agree to cooperate, pursuant to the terms of this interlocal agreement, in the operation of a cooperative countywide library system in Polk County to provide library services without charge to all persons who are residents of Polk County.

In particular, it is the express purpose of the agreement to provide for the coordination of library service throughout the service area of the County and all participating entities, to provide for equal access to free public library service to all residents in Polk County, and to formulate and implement consistent plans, programs, policies, and procedures in the operation, maintenance and development of library service throughout the service area of the participating entities. The Board of County Commissioners shall have the authority to administer this Agreement and is empowered to take collective action as directed by the Library Cooperative Governing Board (hereafter governing board) as is reasonable or appropriate to achieve the purposes as set forth herein.

2. DEFINITIONS

1. Resident shall mean any individual who either owns real property or resides in Polk County on a permanent basis or as established by the Governing Board.
2. County shall mean Polk County, a political subdivision of the State of Florida.
3. Auburndale shall mean the city of Auburndale, a legal entity established for local governmental purposes and the location of the Auburndale Public Library.

Resolution R-14-08
Exhibit "A"

Passed by Library Cooperative Governing Board on June 4, 2014

4. Bartow shall mean the city of Bartow, a legal entity established for local governmental purposes and the locations of the Bartow Public Library, Polk County Historical & Genealogical Library and the Polk County Law Library.
5. Dundee shall mean the town of Dundee, a legal entity established for local governmental purposes and the location of the Dundee Public Library.
6. Eagle Lake shall mean the city of Eagle Lake, a legal entity established for local governmental purposes and the location of the Eagle Lake Public Library.
7. Fort Meade shall mean the city of Fort Meade, a legal entity established for local governmental purposes, and the location of the Fort Meade Public Library.
8. Frostproof shall mean the city of Frostproof, a legal entity established for local governmental purposes and the location of the Latt Maxcy Memorial Library.
9. Haines City shall mean the city of Haines City, a legal entity established for local governmental purposes and the location of the Haines City Public Library.
10. Lake Alfred shall mean the city of Lake Alfred, a legal entity established for local governmental purposes and the location of the Lake Alfred Public Library.
11. Lake Wales shall mean the city of Lake Wales, a legal entity established for local governmental purposes and the location of the Lake Wales Public Library.
12. Lakeland shall mean the city of Lakeland, a legal entity established for local governmental purposes and the locations of the Lakeland Public Library, Larry R. Jackson Branch Library and the eLibrary South Lakeland.
13. Mulberry shall mean the city of Mulberry, a legal entity established for local governmental purposes and the location of the Mulberry Public Library.
14. Polk City shall mean the City of Polk City, a legal entity established for local governmental purposes and the location of the Polk City Public Library.
15. Winter Haven shall mean the city of Winter Haven, a legal entity established for local governmental purposes and the location of the Winter Haven Public Library, Kathryn L. Smith Memorial.
16. Cooperative shall mean the Polk County Library Cooperative, a public library system operated by a governing body designated by one or more participating local governments and/or entities to administer through a

Passed by Library Cooperative Governing Board on June 4, 2014

single administrative head, the common services for a group of libraries supported by those participating local governments and/or entities that have joined together by formal agreements to provide services across their combined service areas.

17. Single administrative head (Cooperative Coordinator) shall mean the central administrator of the Polk County Library Cooperative who administers, manages, and coordinates Cooperative activities and who, at a minimum, meets the requirements for a Cooperative Coordinator as described at Section 9, herein.
18. Governing Board shall mean the governing body of the Polk County Library Cooperative as empowered pursuant to this Agreement.
19. Service area shall mean all of Polk County.
20. Participating Library shall mean any of the libraries located within Polk County that have entered into this agreement.
21. Polk County is a political subdivision of the State of Florida and is authorized to participate in the State Aid to Libraries Program and operates the Polk County Genealogical Library and the Justice Steven H. Grimes Law Library.
22. Circulation – shall mean all library materials that are borrowed for use outside the library, including digital books and media.
23. Capital – shall mean money expended for purchase or construction of a library building or library quarters (ie: bricks and mortar, land (purchase or value of); and utility infrastructure). Capital shall not include shelving, furniture, or replacement of carpet.
24. BOCC – shall mean the "Board of County Commissioners" of Polk County
25. MSTU- shall mean the "Municipal Services Taxing Unit" enacted by the BOCC in the unincorporated areas of the county for public library services beginning with FY 2005-2006, the funds from which may be used for existing and future library facilities, collections and programs to the extent that it is demonstrated that such facilities benefit and are used by residents of the unincorporated area of Polk County.
26. Impact Fee – shall mean the library impact fee enacted by the BOCC for public library capital projects required by growth.

3. AGREEMENT

This Agreement shall constitute the entire agreement of parties hereto and of the Polk County Library Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. No modification or amendment of the Agreement shall be binding unless in writing approved by each of the governing boards of the participating libraries and by the Cooperative Governing Board, and executed on behalf of each of the participating libraries and the Cooperative Governing Board.

Passed by Library Cooperative Governing Board on June 4, 2014

4. TERM

The term of this Agreement shall commence and be effective on October 1, 2014 and shall terminate, unless renewed earlier, on September 30, 2024. The parties hereto agree to meet at the request of any member party to review the provisions of this agreement at least one hundred and twenty (120) days prior to October 1st of each year in order to consider such modifications as the parties may desire for the subsequent year.

5. WITHDRAWAL OR TERMINATION

Any participating party may withdraw from the Cooperative established by this Agreement and thereby terminate its rights and responsibilities under this Agreement. Written notice of the withdrawal and termination shall be given to the Governing Board 60 days prior to the effective date. Any funds received by the withdrawing party will be pro-rated to the termination date and a refund will be made by the withdrawing party to the Cooperative. Distribution of the refund will be made to the remaining cities in accordance with the funding formula.

6. DISPENSATION OF PROPERTY AND EQUIPMENT

Upon withdrawal or termination of the Agreement by any participating party (whether by termination or otherwise), all real property and equipment valued at the amount established by applicable law and regulations and purchased by the Cooperative with State, County or Federal funds (except State Construction Grant Funds), shall be retained by the Polk County Library Cooperative.

If the Cooperative ceases to exist, the abovementioned real property and equipment shall revert to the Florida Department of State, Division of Library and Information Services (State Library of Florida). All disposition of real property and equipment shall be in accordance with applicable state law and regulations.

Materials, furniture and equipment purchased with local funds or grants procured by the municipality or county, whether funds of a municipality, non-profit entity, or the county, shall remain the property of the participating library for which they were purchased. Disposition of the real property shall be the responsibility of the owning entity.

A terminating library will be able to purchase a copy of its MARC (Machine Readable Catalog) records in its current format at the time of termination for a fee covering the cost of extraction. If the terminating library requests its records to be expunged from the Cooperative database, it will be done at the terminating library's expense, with vendor approval from the Governing Board.

If the terminating library requests to continue using the Cooperative database and automation software, it will be reviewed by the Cooperative Governing Board and

Resolution R-14-08
Exhibit "A"

Passed by Library Cooperative Governing Board on June 4, 2014

done at the terminating library's expense.

In the event that the terminating library serves as the host library for the automation networking equipment and software, the Governing Board will approve another host city or site.

7. ADDITION OF NEW MEMBERS

NEW MEMBERS: Any publicly owned and operated library within Polk County which is not a participating library may become a party to this Agreement and a member of the Polk County Library Cooperative upon the approval by a majority vote of the Governing Board and upon execution and delivery of a counterpart original of the Agreement (as then in force). The above and the following conditions must be satisfied by new members prior to April 1st of a given calendar year: 1) Agree to provide library services to all Polk County residents free of charge, 2) Agree to provide services in accordance with the Cooperative's Long-Range Plan, 3) Agree to submit an Annual Library Budget to the Cooperative, 4) Agree to share materials/resources with other member libraries, 5) Agree to remain open a minimum of 40 hours per week, and 6) Agree to all other conditions as outlined in the Interlocal Agreement

Upon satisfaction of these conditions, the proposed new member (participating library) shall become a party to this Agreement and a member of the Polk County Library Cooperative effective the next October 1, subject to all the provisions and obligations, and entitled to all the privileges and rights of new members as delineated in the Bylaws of the Governing Board.

8. GOVERNING BODY

The Governing Board of the Polk County Library Cooperative shall consist of one representative appointed by each participating municipality, and one administrator from County government appointed by the Board of County Commissioners. Each participating municipality and the County shall also designate at least one; but no more than two alternate representatives to act on its behalf during any absence. The Governing Board shall elect a chair, vice-chair, and secretary each to serve a two year term. The Governing Board shall appoint the Cooperative's single administrative head (Cooperative Coordinator), adopt By-laws, set policy for and manage operations of the Cooperative, including salaries of the Coordinator and other staff, develop with the Cooperative Coordinator and approve the Cooperative's budget and submit it to the Board of County Commissioners for review and transmittal to the State Library of Florida, review and develop new

Passed by Library Cooperative Governing Board on June 4, 2014

formulas for the disbursement of County funds, make decisions with the Cooperative Coordinator on the use of state funds, which will be centrally expended by the Cooperative for participating libraries for the benefit of residents of the combined service area; make decisions with the Cooperative Coordinator on the use of County funds including county Library MSTU and Impact Fee revenues which will be expended pursuant to the provisions and limitations set out in Polk County Ordinances creating the Library MSTU and levying the Library Impact Fee; conduct public meetings, (no less often than quarterly), enter into and sign contracts to benefit the Cooperative members, and appoint members of committees and advisory boards as required to accomplish specific activities.

9. COOPERATIVE COORDINATOR

The Cooperative Coordinator shall be appointed by the Governing Board and shall have the following minimum qualifications: a Master's Degree in library/information science from a program accredited by the American Library Association, plus five years of successful, full-time, paid library experience in a public library. The Governing Board may establish any other qualifications for the Cooperative Coordinator and shall set positions, salary structure and benefits for the Coordinator and all direct staff of the Cooperative. The Cooperative Coordinator, under the supervision of the Governing Board, shall interview, select, supervise, and recommend discharge of staff for the office of the Cooperative in accordance with policies established by the Governing Board. All paid staff of the participating libraries shall remain employees of the governing board that operates each library and shall retain all rights, responsibilities and powers associated with employment of staff. In the event the Coordinator is an employee of a participating municipality the Coordinator's salary and other expenses of employment shall be reimbursed by the Cooperative.

10. DUTIES OF THE COOPERATIVE COORDINATOR

Under the direction of the Governing Board, the duties of the Cooperative Coordinator shall include, but are not limited to:

- a. Maintaining information and submitting with approval of the Governing Board and on behalf of the Cooperative and participating libraries applications for available County, State and Federal library funds and filing reports required by the Florida Department of State, Division of Library and Information Services.
- b. Preparing and presenting to the Governing Board for approval the Cooperative's single Long Range Plan developed by the Governing Board and the Coordinator.
- c. Preparing and presenting to the Governing Board for approval the Cooperative's annual operating and capital budgets and Annual

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Plan of Service.

- d. Recommending and coordinating the implementation of library program opportunities for offering to the participating libraries.
- e. Recommending and developing, with the approval of the Governing Board cooperative projects as a method of cost reductions and improved efficiency.
- f. Planning for and developing centralized coordination, planning, technical services, and automation programs for participating libraries, as agreed to by the Governing Board.

11. LONG RANGE PLAN FOR LIBRARY SERVICES AND ANNUAL PLAN AND BUDGET

In concert with the Governing Board, the Cooperative Coordinator shall coordinate the development and implementation of a Long Range Plan for the operation, maintenance, and development of the Cooperative and its participating libraries, to be adopted by the Governing Board and maintained through a yearly update.

The Governing Bodies of the participating libraries shall continue to fund their local libraries and are not required to make any payment to the Cooperative for participating in the Cooperative. All authority with respect to participating library funding of the Cooperative's Long Range Plan, the Annual Plan and any other library program or expenditure from participating library's governing body shall lie solely with the participating municipality. In order to qualify for the maximum amount of state aid, all expenditures made for participating libraries by the participating municipalities shall be made in accordance with the Cooperative's Long Range Plan and Annual Plan.

There shall be a single, combined annual Cooperative budget for library service in Polk County. The budget shall be developed with a Fiscal Year ending September 30 of each year. The Cooperative's budget shall reflect the annual plan approved by the Governing Board, shall be prepared by the Cooperative Coordinator, and shall take into account funds received, budgeted for and expended by participating libraries, and funds received from the County, State and Federal funds (except State construction grants), and all other revenues received to provide library service.

The budget shall be adopted by the Cooperative's Governing Board for submission to the Board of County Commissioners. Nothing contained herein shall require any participating municipality or Polk County on behalf of Polk County's Historical/Genealogical Library or Polk County's Law Library to appropriate any amount in excess of the Maintenance of Effort defined at Section 14, herein.

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12. ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS

The Governing Board, on behalf of the Cooperative, shall have the authority to apply for or receive gifts, grants, funds, or bequests. All such monies, property or funds received by the Cooperative shall be the property of the Cooperative, subject to termination provisions set forth in this Agreement. All such monies, property or funds received by municipalities or non-profit entities for the benefit of an individual participating library shall remain the property of the participating library.

13. COOPERATIVE SYSTEM-WIDE AND CENTRALIZED ACTIVITIES

An Annual Plan of Library Service for the Cooperative may offer system-wide and centralized activities, such as centralized purchasing, centralized periodical subscription service, centralized technical services, shared staff, and others to be funded by one or a combination of:

- a. The Cooperative's County funds including Library MSTU and Library Impact fees designated in the Annual Budget.
- b. The Cooperative's State funds designated in the Annual Budget.
- c. Agreed-to portions of the Cooperative's County funds programmed to be distributed to the participating libraries with the approval of the participating libraries' governing bodies of those libraries that choose to participate in any system-wide and/or centralized activity.
- d. Direct payment to the Cooperative by the governing bodies of participating libraries that choose to participate in any system-wide and/or centralized activity.

14. APPROPRIATION FOR PARTICIPATING MUNICIPALITIES FUNDS:

There is reserved to the participating municipalities the sole and exclusive discretion to determine the amount of annual appropriations from their own revenues and sources for the provision of library services. Participating libraries, including participating municipalities and the County, agree to a Maintenance of Effort which will maintain actual operating and maintenance expenditures for public library services, exclusive of short-term special funding, at that level of at least the lesser amount expended from the same purpose in either of the two fiscal years preceding the annual appropriation being considered, such that funds provided under this Agreement shall not be construed to be a substitute for city funds allocated for the support of public library services to the residents of the city or

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county. Participating municipalities who cannot meet this condition because of extenuating budget circumstances in a specific fiscal year may request a Maintenance of Effort Waiver for that specific fiscal year according to procedures established by the Cooperative's Governing Board and codified in the By-Laws adopted by the Governing Board.

15. APPROPRIATION AND ALLOCATION OF POLK COUNTY FUNDS FOR PARTICIPATING LIBRARIES

For the duration of this Agreement, County funds allocated for the support of the Cooperative shall be distributed among participating publicly owned and operated libraries according to the formulas found in Section 21 and Section 22.

- 1) Funding Formula – To the extent that it is demonstrated that the Cooperative's library system benefits and is used by residents of the unincorporated area of Polk County, the County shall provide dedicated funding from Library MSTU dollars to the Cooperative as provided for in Section 21.
- 2) Distribution Formula – The County funds, including Library MSTU dollars, allocated for the support of the Cooperative shall be distributed among participating libraries in two payment installments by January 31 and April 15 pending necessary information is provided by cities according to the formula in Section 22 with an annual review.
- 3) All County funds shall be spent by the participating libraries in accordance with the Cooperative's Long Range Plan and Annual Plan of Service and pursuant to the provisions and limitations set out in Polk County Ordinances creating the Library MSTU and levying the Library Impact Fee
- 4) State Aid to Libraries Grant funds and County Library Impact Fee dollars for capital projects required by growth shall be administered centrally and budgeted in accordance with the Long Range Plan and Annual Plan of Service and expended by the Cooperative on behalf of libraries services in Polk County.
- 5) The Cooperative Governing Board will expend any County funding provided for public library services in accordance with the Cooperative's long range plan and annual plan of service and the provisions and limitations set out in Polk County Ordinances creating the Library MSTU and levying the Library Impact Fee.

16. STATISTICAL REPORTS

Each month, by the 20th day, statistical reports in the format requested by the Coordinator shall be submitted by all participating libraries to the Cooperative

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Coordinator for the previous month. Notwithstanding the foregoing, the Coordinator shall have the authority to adjust the reporting frequency to periods which are more efficient and productive to the administration of the Cooperative.

17. RESPONSIBILITY OF THE COOPERATIVE

The Cooperative shall abide by the terms and provisions of laws of the State of Florida and the provisions of this Agreement and other applicable Federal, State, and or local laws, rules, and regulations.

18. ADDITIONAL RESPONSIBILITIES OF PARTICIPATING GOVERNING BODIES

Participating governing bodies shall abide by all State and Federal laws, and specifically those relating to the provision of library services. Participating governing bodies shall retain local autonomy and control over the operations and functions of its participating library, except where participating governing bodies have ceded authority to the Cooperative's governing body through this Agreement or amendments thereto.

19. MODIFICATION OF AGREEMENT

No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the Cooperative's Governing Board and all parties hereto with the same formality and of equal dignity herewith.

20. NOTICES

All notices, demands or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party or the other, shall be deemed to have been fully given or made or sent when in writing and addressed to the City Manager of the participating municipalities and the County Manager for the Board of County Commissioners.

21. FUNDING FORMULA

The County has provided a dedicated funding source (Library MSTU) which assists in its commitment to more equitable funding in order to reach \$23.60 operational funding per capita as recommended by the professional consultant hired by the County in FY 2006-2007.

22. DISTRIBUTION FORMULA

Each participating municipality shall be allocated a portion of all county dollars, including the Library MSTU, to the extent that it is demonstrated that the

Resolution R-14-08
Exhibit "A"

Passed by Library Cooperative Governing Board on June 4, 2014

Cooperative's library system benefits and is used by residents of the unincorporated area of Polk County, based on this formula:

[10% of the municipality's current library budget (excluding capital as defined herein) + (remaining funds for distribution X its library's % of circulation (as compared to the entire Cooperative's circulation) for the most recent fiscal year)] Any publicly owned and operated library open at least 40 hours a week will receive at least \$25,000. The minimum funding level has the opportunity to be increased upon recommendation by the Governing Board and with a unanimous approval vote of the Governing board.

Shown another way the formula looks like this:

A = Total County Funds

B = 10% of municipality's current library budget (excluding capital as defined herein)

C = Sum of amount B for each location

D = A – C (remaining funds for distribution)

E = % of library's circulation (as compared to the entire Cooperative's cumulative Circulation for the most recent fiscal year)

Each municipality's allocation = $B + (D * E)$, with the provision that any library open at least 40 hours a week will receive at least \$25,000. The minimum funding level has the opportunity to be increased upon recommendation by the Governing Board and with a unanimous approval vote of the Governing board.

ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid it shall be considered deleted therefrom, and shall not invalidate the remaining provisions.

Resolution R-14-08
Exhibit "A"

Passed by Library Cooperative Governing Board on June 4, 2014

**POLK COUNTY BOARD OF
OF: _____
COUNTY COMMISSIONERS**

CITY

**Signed by: _____
by: _____**

Signed

**Printed name: _____
name: _____**

Printed

**Title: _____
_____**

Title: _____

**Date: _____
_____**

Date: _____

**Witness: _____
_____**

Witness: _____

**Printed name: _____
name: _____**

Printed



INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

City of Auburndale, Florida
City of Bartow, Florida
City of Davenport, Florida
Town of Dundee, Florida
City of Eagle Lake, Florida
City of Fort Meade, Florida
City of Frostproof, Florida
City of Haines City, Florida
City of Lake Alfred, Florida
Town of Lake Hamilton, Florida
City of Lake Wales, Florida
City of Lakeland, Florida
City of Mulberry, Florida
City of Polk City, Florida
City of Winter Haven, Florida
Polk County Board of County Commissioners
School Board of Polk County Florida

INTERLOCAL AGREEMENT FOR

PUBLIC SCHOOL FACILITY PLANNING

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This Interlocal Agreement (hereinafter referred to as “**Agreement**”) is entered into between the **Polk County Board of County Commissioners** (hereinafter referred to as “**County**”), the City Commissions or City or Town Councils of the **Cities of Auburndale, Bartow, Davenport, Dundee, Eagle Lake, Fort Meade, Frostproof, Haines City, Lake Alfred, Lake Hamilton, Lake Wales, Lakeland, Mulberry, Polk City, and Winter Haven** (hereinafter referred to as “**Cities**”), and the **School Board of Polk County, Florida** (hereinafter referred to as “**School Board**”). Not participating in this agreement is the City of Highland Park and Hillcrest Heights. These jurisdictions are not participating in this Agreement because they qualify for exemption pursuant to the provisions of Section 163.3177(3), Florida Statutes.

WHEREAS, the County, Cities and School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children of Polk County; and

WHEREAS, the School Board has the statutory and constitutional responsibility to provide a uniform system of free and adequate public schools on a countywide basis; and

WHEREAS, the local governments and the School Board agree that they can better fulfill their respective responsibilities by working in close cooperation to ensure that adequate public school facilities are available for the residents of Polk County; and

WHEREAS, the County, Cities, and School Board have mutually agreed that coordination of school facility planning and comprehensive land use planning is in the best interest of the citizens and students of Polk County; and

WHEREAS, the parties are authorized to enter into and update this Agreement pursuant to Section 163.01, Section 163.3177(6)(h)3, Section 163.31777, Section 163.3180(6)(i) and Section 1013.33, F.S.; and

WHEREAS, Sections 163.3177(6)(h)1 and 2, Florida Statutes, require each local government to adopt an intergovernmental coordination element as part of its comprehensive plan that establishes principles and guidelines to be used to coordinate the local governments adopted comprehensive plan with the plans of the School Board, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, the local government has jurisdiction for land use and growth management decisions, including the authority to approve and deny comprehensive plan amendments, rezonings, or the development orders that generate students and impact the school system, and the local governments have similar jurisdiction within their boundaries; and

WHEREAS, per Sections 163.3177, 163.3180(6) and 1013.33 Florida Statutes, the County, Cities and School Board must update their Public School Interlocal Agreement; and

WHEREAS, Section 163.3180(1) and Section 163.3180(6), Florida Statutes, authorizes the County, Cities, and the School Board to extend the Concurrency requirement to Public School facilities; and

WHEREAS, the County, Cities, and School Board recognize and maintain support for the compliance with Florida Statute 1013.21(1)(a), requiring the elimination of relocatables as regular class rooms; and

WHEREAS, the County, Cities, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs, namely:

- (1) better coordination of new schools in time and place with land development,
- (2) greater efficiency for the school board and local governments by the reduction of student travel times and the placement of schools to take advantage of existing and planned roads, water, sewer, and parks,
- (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments,
- (4) the location and design of schools so that they serve as community and neighborhood focal points, and
- (5) the location of new schools and expansion and rehabilitation of existing schools so as to reduce pressures contributing to urban sprawl and support existing neighborhoods; and

WHEREAS, the County, Cities and School Board have further determined that it is necessary and appropriate for the entities to cooperate with each other to provide adequate public school facilities in a timely manner and at appropriate locations, to minimize any deficit of permanent student stations or relocatable student stations per Sections 163.3180(6)(e) and 1013.35(2)(b)2.f F.S., and to provide capacity for projected new growth; and

WHEREAS, Section 1013.33, Florida Statutes, requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate local governing body; and

WHEREAS, Section 163.3180(6)(i) Florida Statutes, requires that prior to establishing a School Concurrency program, the County, Cities, and School Board adopt an Interlocal Agreement for School Concurrency to satisfy Sections 163.31777 and 163.3180(6)(i)3, Florida Statutes; and

WHEREAS, the County and Cities, also known as the “Local Governments“, are entering into this Agreement in reliance on the School Board’s obligation to prepare, adopt and implement a financially feasible capital facilities program that will result in public schools operating at the adopted level of service consistent with the timing specified in the School District’s Five-Year Work Plan, and the School Board’s further commitment to update and adopt the Five Year Work Plan yearly to add enough capacity in the new fifth year to address projected growth and to adjust the Five Year Work Plan in order to maintain the adopted level of service and to demonstrate that the utilization of school capacity is maximized to the greatest extent possible pursuant to Section 163.3180(6)(i)3 and 1013.35, Florida Statutes and modified by Policy adopted by the Polk County School Board; and

WHEREAS, the County and Cities recognize School Board facilities as a part of the local infrastructure system and as vital to the development of a community as other infrastructure systems; and

WHEREAS, the use of School Board facilities cross County and City jurisdictional boundaries and it is recognized that co-location and shared use of facilities are important to both the School Board and local governments. These opportunities allow for a more efficient use of land and expanded use of facilities, develop focal points for the neighborhoods and community in order to

build partnerships between the County, Cities, and the School Board that provide a long term benefit to the children and residents as a whole. The County, Cities, and School Board will seek co-location opportunities and design schools and ancillary facilities with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities; and

WHEREAS, the County, Cities and School Board adopted an Interlocal Agreement in June 2002 to further coordination of information and efforts of school planning and comprehensive land use planning; and

WHEREAS, the County, Cities and School Board adopted the revised and updated 2002 Interlocal Agreement in 2008 to institute School Concurrency; and

WHEREAS the County and Cities adopted an Educational Facilities Element in 2008 including Data and Analysis; and

WHEREAS, the County, Cities and School Board agree that they can better fulfill their respective responsibilities by working in close cooperation to ensure that adequate public school facilities are available for the residents of Polk County; and

WHEREAS, the School Board, is entering into this Agreement in reliance on the County and Cities and their mutual desire to adopt and continue the amendments to their local comprehensive plans implementing School Concurrency as provided in Section 163.3180(6), Florida Statutes; and

NOW THEREFORE, be it mutually agreed that the County, the School Board, and the Cities, (hereinafter referred to collectively as “Parties”) hereby enter into this Agreement, and that the following procedures and requirements will be followed and met to implement School Concurrency to coordinate land use and public school facilities planning:

Section 1. Guiding Principles

The parties to this Agreement agree to support and help implement the Guiding Principles as outlined herein.

Quality of Education

- School buildings, school grounds, and support facilities are an important part of providing quality education to our children.
- The adequacy and availability of school buildings and school grounds are determined by the Constitution and laws of the State of Florida and the rules and regulations of the Florida Department of Education, the comprehensive plans and applicable development regulations of the County and Cities, the School Board's policies, budget and capital Five Year Work Plan, and the standards and processes contained in this Agreement. The School Board seeks compliance with these as prescribed by section 163.3180(1)(a) Florida Statute.
- School concurrency addresses the capacity, timing of construction and/or remodel, and geographic location of schools. Other important factors that impact the quality of education for our children, such as educational programs, functional capacity, and classroom instruction should be addressed outside of the school concurrency process.
- The coordination of Polk County public school facility planning and comprehensive land use planning is in the best interests of the citizens of Polk County. Land use and public school facility planning should be coordinated and based on consistent population, enrollment, Capital Outlay Full Time Equivalent (COFTE), independent forecasts and development trend data.
- The number of students assigned to classes shall comply with the requirements of the class size constitutional amendment of 2002.
- Relocatables should be eliminated pursuant to 1013.21(1) (a), Florida Statutes.

Planning and Location of Schools

- New schools and the provision of additional school capacity should be coordinated with land development, so additional school capacity is in place prior to, or concurrent with, additional student enrollment.
- New schools should be located to take advantage of existing and planned infrastructure including transportation, water, sewer and parks. Capital investments in schools should support existing neighborhoods and serve to reduce urban sprawl. Infill sites shall be sought for new schools in an effort to minimize urban sprawl and maximize the utilization of existing infrastructure.
- Land use decisions and school facility planning should seek to:
 - Ensure compatibility between schools and surrounding land uses;
 - Minimize transportation costs;
 - Limit maximum student travel times; and

- Achieve socioeconomic, racial and cultural diversity objectives.
- The provision of school sites and facilities should be considered in the master planning of communities and neighborhoods as well as the need for school bus stops and bus turnarounds.
- The private sector should assist the School Board and local governments in ensuring adequate school sites and capacity for the existing and future populations.
- Schools should be located and designed to serve as community and neighborhood focal points.
- New elementary and middle schools should be located internal to residential neighborhoods where feasible, and elementary schools should be within a reasonable walking distance along safe walking routes of the dwelling units served by these schools.
- Local governments, in consultation with the School Board, should consider the need to improve safe access to schools in the development of their Five Year Work Plan.
- Local governments should promote redevelopment improvements in distressed neighborhoods near schools.
- Coordinated land use and school facility planning should be based on the best available, reliable, and consistent data measuring population and enrollment forecasts, development trends, student generation rates, school capacity and plans for constructing and planning for schools.
- Planning for school facilities should include planning for their use as shelters for emergencies when there is a need for additional shelter space identified in the statewide emergency shelter plan pursuant to section 1013.372, Florida Statute.

Co-location of Facilities

- Co-location and the shared use of facilities allow for a more efficient use of land and community resources. Shared use facilities help to establish neighborhood and community focal points, as well as, partnerships that provide a long term benefit to our children and the community as a whole.
- When possible, new schools and ancillary facilities should be designed to include parks, ball fields, libraries and other community facilities that provide co-location and joint use opportunities.

Infrastructure

- Road and sidewalk construction programs should address the need to improve safe access to existing and new schools.
- Traffic circulation plans should be encouraged and developed to provide safe motorized and non-motorized access to schools.

- Bikeways, trails and sidewalks should link schools, parks, libraries, and other public facilities.
- School crossing guards should be adequately funded to promote safe and orderly non-motorized access to school grounds.

Section 2. Coordinated Land Use and School Planning

2.A. Joint Meetings

- 2.A.1 A Planners Working Group (herein after referred to as the PWG) consisting of staff from the County, School Board, Cities, and the Central Florida Regional Planning Council (herein after referred to as the CFRPC) shall meet semi-annually at a minimum to plan for the annual meeting of the elected officials discussed in section 2.A.2 below, discuss and formulate recommendations regarding coordination of land use and public school facility planning, including such issues as population, public student enrollment projections, development trends, school needs, maximizing use of school capacity, co-

location and joint use opportunities, and ancillary infrastructure improvements needed to support the public school system and ensure safe student access. The PWG will also oversee and review the Concurrency Management System as outlined in Section 4 of this agreement. These meetings will be held in the spring and fall. The Board of County Commissioners or their designee and the Polk County School Board or their designee shall be authorized to make meeting arrangements and provide notification. Any member of the PWG may request a meeting of the group through and with the concurrence of any of the above authorized persons. All meetings shall be scheduled with not less than a 15 day notice.

- 2.A.2 An annual meeting (aka “Schools Summit”) shall be held for the elected officials of Polk County, the Cities of Polk County, the CFRPC, and the School Board, and their respective managers, directors, and/or designated representatives. The meeting shall provide opportunities for the elected officials to discuss issues, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, co-location and joint use opportunities, levels of service, capacity, and concurrency. The County Manager (or the manager for the local government hosting the Schools Summit) and School Board Superintendent will be jointly responsible for making meeting arrangements and providing notification. The County and Cities through the PWG described in Section 2.A.1 will participate in the agenda planning, organizing, presenting and overall coordination of the annual meeting. Local legislative representatives shall be invited to this annual meeting. This annual meeting shall be noticed to the public and opportunity for public comment shall be provided and received.
- 2.A.3 The meetings discussed in 2.A.1 and 2.A.2 of this agreement shall ensure that this Interlocal Agreement is implemented in a timely and efficient manner, including the adoption or amendment of: Educational Facility Elements and their implementation, any amendments necessary to other elements of local comprehensive plans and local concurrency management regulations regarding schools and as required by this Interlocal Agreement and referenced in Appendix G.

2.B. Student Enrollment Projections

- 2.B.1 The School Board shall utilize the Department of Education Capital Outlay Full Time Equivalent, herein after referred to as DOE COFTE, countywide student enrollment projections and/or projections generated by a qualified independent firm. The School Board may request that the DOE projections be adjusted to reflect actual enrollment and development trends not anticipated in the DOE projections. In formulating such a request the school board will coordinate with the County regarding future population projections and growth.
- 2.B.2 The School Board, working with the County and Cities, and possibly a qualified independent firm, shall use the information described in Section 4.F.3 and Appendix “B” to update the projected student enrollment into planning areas as referred to in Appendix “J” at least every five years and sooner if necessary. The planning areas may be modified

as agreed upon by the PWG. The PWG will participate in the evaluation and review of projections that may be provided by an independent consultant.

- 2.B.3 The school enrollment projections and their allocation to sub-county planning sectors shall be included in the educational facilities report provided to the county and cities each year as specified in subsection 2.C.2 of this agreement.

2.C. Coordinating and Sharing of Information

- 2.C.1 The School Board shall coordinate and share information with the County and Cities as follows.

- 2.C.2 Educational Facilities Reports: By November 1 of each year, the School Board shall make available on its website and give notice to the other entities an Education Facilities Report to include the following information:

- a. Existing educational facility locations and capacities with existing and projected school enrollment;
- b. The number of portables in use at each school, and projected needs;
- c. Five Year Work Plan, including committed facilities with funding in the first 3 years and planned facilities in years 4 and 5 of the plan which shall include a summary, by geographic proximity to local jurisdictions, of capacity vs. non-capacity related to new school facilities, major renovations, additions and school closures;
- d. The District's educational facilities unfunded projects as identified in the Five Year Work Plan. This portion of the Five Year Work Plan is not included as part of the financially feasible plan discussed in Section 3.D.6;
- e. Data for each individual school concerning school capacity based on Department of Education criteria;
- f. The functional capacity of each school facility;
- g. Enrollment of each individual school based on actual counts;
- h. The search areas in which new schools or ancillary facilities will be needed;
- i. Properties the School Board has acquired through negotiated developer agreement(s), developer donation, or properties on which there is a developer obligation to provide to the School Board at the School Board's discretion, and properties purchased or acquired through other means that are potential school sites;
- j. Other relevant information as determined by the School Board and/or PWG.

This information may be provided through the Five Year Educational Plant Survey and the Five Year Work Plan as established by DOE and any additional documents necessary. At such time as DOE modifies the Five Year Educational Plant Survey or Five Year Work Plan forms, or replaces them with new reporting requirements, the modified or new reports shall be utilized by the School Board.

- 2.C.3 When considering a significant renovation, conversion, re-configuration or a closure of a school facility not currently included in the Five Year Work Plan, the School Board shall

notify the affected local government within 30 calendar days of the possible project and request comments from the jurisdiction. A significant renovation encompasses projects which increase or decrease a school capacity, building square footage, design and/or visually impacts the surrounding neighborhood. The School Board shall indicate in their notification whether or not the proposed renovation, conversion, re-configuration or closure would likely preserve existing schools and Concurrency Service Areas or may cause the need for a new school and/or significant re-configuration of existing Concurrency Service Areas for the affected neighborhood(s) or jurisdiction. The Five Year Work Plan must be amended to include the new project as outlined in Sections 3.D.6.

2.D. Resolution of Disputes

2.D.1 If the parties to this agreement fail to resolve any conflicts related to issues covered in this document, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapters 164 and 186, Florida Statutes.

Section 3. Capital Investments

3.A School Site Selection

3.A.1 The School Board shall annually determine the need for and general location of new school facilities. The School Board shall notify the County Manager, the City Manager(s) of potentially affected local government, and the CFRPC where it is the agent of the municipality or any other designee of any of these agencies. This written notification will be provided at least 20 days in advance of the initial Site Selection Committee (herein after referred to as the SSC) meeting to consider sites and will include the following (refer to Appendix G):

- a. Site search area as defined by the School Board.
- b. Type of facility being considered and property specifications,
- c. Date which the School Board request the County and Cities provide potential sites; and
- d. Date of the first SSC meeting to consider this site.

3.A.2 The following issues will be considered by the agencies designated in 3.A.1 when searching, evaluating, ranking, and/or recommending potential school sites for consideration during any time within the School Site Selection Process:

- a. The location of school sites that will provide logical focal points for neighborhood and community activities and serve as the cornerstone for innovative urban design standards, including opportunities for shared use and co-location of community facilities and/or services. Infill sites shall be sought in an effort to minimize urban sprawl and maximize the utilization of existing infrastructure.
- b. The location of new elementary and middle schools internal to residential neighborhoods.
- c. The location of new elementary schools within reasonable walking distance of dwelling units served by the schools.
- d. Due to their unique needs and characteristics, the location of new high schools shall be located based upon need and the availability of viable properties.
- e. Whether existing schools can be expanded or rebuilt to accommodate additional student population.
- f. Recognizing the need for and the importance of involvement by parents, teachers, students, and community in the schools as well as strong Parent Teacher Organizations; rezoning will take into consideration the demographics of the area(s), the socioeconomic status, as well as court ordered desegregation to provide a strong balance for new and existing schools.
- g. Compatibility of the school site with present and projected uses of adjacent property.
- h. The School Board shall make every effort to work in concert with local governments and their established or proposed plans which encourage community redevelopment and revitalization and efficient use of existing infrastructure and discouraging urban sprawl. Urban infill sites and projects will be considered whenever feasible. Partnerships with the local jurisdiction may be necessary to assist with cost associated with this type of redevelopment project.
- i. Site acquisition and development cost including estimated cost of infrastructure improvements and potential funding sources.
- j. Safe access to and from the school site by pedestrians, bicyclists, vehicles and public transportation.
- k. Adequate public facilities and services to support the proposed school are available, or will be available, concurrent with the impacts of the school. Refer to Section 3.C Supporting Infrastructure.
- l. Ensure there are no significant environmental constraints that would preclude development of a public school on the site.
- m. There will be no adverse impact on archaeological or historic sites listed in the National Register of Historic Places or designated by the affected local government as a locally significant historic or archaeological resource.
- n. The proposed site is well drained and soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.

- o. The proposed location is not in conflict with local government stormwater management plans or watershed management plans.
- p. The proposed location is not within a floodway as delineated in the affected comprehensive plan.
- q. The proposed site can accommodate the required parking, circulation, and queuing of vehicles onsite including parking and circulation or queuing needs of any co-located facility where shared access is either required or recommended.
- r. The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.
- s. Cost associated with the conversion of pre-existing structure to house students or school related programs.
- t. Projects previously approved which will impact the new school, existing concurrency approvals and capacity commitments to address federal or state mandates on growth.
- u. Promote community redevelopment improvements in distressed neighborhoods near schools.

3.A.3 The County and any other affected local government(s) may provide sites for consideration by the committee. Within thirty (30) days following the written notification as outlined in 3.A.1 the County, Cities, and/or CFRPC or their designee must submit any sites they would like considered for the location of the school. This allows the School Board the opportunity to review sites, contact property owners, and provide the SSC a viable list of sites for consideration. The County, Cities, CFRPC or their designee shall provide the School Board information pertaining to the site(s) and this information shall include the following:

- a. Parcel ID number,
- b. Ownership,
- c. Location Map,
- d. Flood Plain Map,
- e. Location of nearest potable water and waste water system connections, and
- f. If located near an airport, GIS verified information, as reviewed by the Polk Transportation Planning Organization (herein after referred to as the TPO) regarding educational facility restriction zone boundaries relative to the site.

3.A.4 The School Board shall establish a SSC for the purpose of reviewing potential sites for new schools and making recommendations to the School Board, County, and City Commissions or Councils. The SSC will review all sites considered for a school facility including vacant land already owned by the School Board, developer negotiated sites, or sites being identified within a site development plan for residential development.

The SSC will be a standing committee and will meet on an as needed basis and shall operate under Florida's Government in the Sunshine law and as such will be publicly noticed. The SSC will include at a minimum the following:

- a. Assistant Superintendent of Facilities and Operations,

- b. Director of Construction Services,
- c. Director of Architectural Services,
- d. One staff member of the County as appointed by the County Manager,
- e. One staff member of any affected local government. An affected local government may choose to appoint a staff member from the Central Florida Regional Planning Council as their representative to the SSC.
- f. The SSC is an advisory committee to elected officials and therefore elected official(s) shall not serve as a voting member of the SSC.

One School Board staff member will be a non-voting chairperson and will be responsible for the oversight and coordination of the site selection process.

If unable to attend a scheduled meeting, a SSC member may appoint an alternate to serve in their place.

- 3.A.5 The SSC will be notified of the need for a new school, search location and the type of school. They will meet to review the site selection criteria as outlined in Section 3.A.2. Staff will inform them of any potential co-location opportunities that have been identified per Section 3.B. The School Board staff will provide to the SSC a list of all potential sites, including all sites identified in 3.A.3. The list shall include the positive and negative attributes of each site. Site(s) not recommended for consideration shall include an explanation of why the site(s) should not be considered. Recognizing that search areas may restrict the availability of viable site(s), every effort will be made to identify multiple sites. The SSC will consider the site(s) and make a recommendation on site(s) to be included within a Site Selection Technical Report (herein after referred to as the Technical Report) as discussed in Section 3.A.7.
- 3.A.6 Appropriate staff from the Planners Working Group shall review each of the proposed school site(s) and provide a technical review of each site. Each jurisdiction will assemble their agencies' comments into a format previously provided by the School Board and submit these comments within 20 working days to the School Board staff person designated to coordinate the SSC process or to an agency contracted by the School Board to coordinate the development of the Technical Report. This person or agency will assemble one Technical Report which addresses any sites remaining under consideration and distribute to the SSC within 30 working days of the initial SSC meeting.
- 3.A.7 The Technical Report shall include:
 - a. An Executive Summary to outline the key issues for each site considered.
 - b. A list of all sites considered by the SSC and/or School Board staff or submitted by the County or Cities during the site search process.
 - c. The technical review provided by the Technical Report shall include maps, cost estimates, and other items as necessary to provide sufficient and accurate information about each site and its viability as a future school. Local governments shall advise the School Board regarding the following information for each site under consideration:
 - i. The consistency of the proposed new site with the local comprehensive plan, including the appropriate process under which the School Board

may request an amendment to the comprehensive plan for school siting as required by Florida Statute 1013.36,

- ii. Consistency with all future land use element policies and compatibility with surrounding zoning, existing and future land use,
 - iii. Whether the site could serve as a neighborhood focal point and/or provide shared or joint use opportunities for the community,
 - iv. Wetlands, floodplains and flood basins, soils and potential soil problems, and other environmental constraints,
 - v. Overhead flight zone restrictions,
 - vi. Transportation improvements, concerns and other infrastructure improvements to provide potable water, wastewater and re-use water lines, and
 - vii. Other items listed in Section 4.F.6 or may be deemed appropriate and requested by the School Board, local government or SSC members due to specific sites under consideration.
 - viii. The appropriate staff from the School Board and the County and City members shall draft and assess at least general cost estimates for site acquisition, site development, required off-site infrastructure improvements and concerns needed to provide adequate transportation, potable water, etc.
- d. Supporting infrastructure as identified in Section 3.C shall be identified as part of the Technical Report process. The School Board and affected local governments or private utility providers will jointly determine the need for and timing of on-site and off-site improvements. This information will be included as part of the Technical Report or be available prior to further reviews by the local jurisdictions and the School Board.
- e. The School Board staff may proceed with, or the SSC may provide recommendation(s) on additional studies that may need to be completed for one or more of the sites under consideration. These studies may include but not be limited to title work, appraisals, traffic analysis, soil borings or wetland delineations. The result of these studies shall be available prior to any site development: Traffic study results shall be available prior to final site selection by the local jurisdiction and the School Board. The School Board will make every attempt to initiate a required traffic study as soon as possible during the SSC review. Refer to Section 3.C, Supporting Infrastructure.

3.A.8 Following the receipt of the Technical Report, the SSC shall rank the site(s) under consideration and recommend a site for purchase. They shall request any affected City Commission, or Council and County Commission review and/or rank the site(s) and recommend a site for purchase.

- a. The School Board staff responsible for coordinating the Site Selection process in cooperation with the appropriate County and Cities staff will coordinate the review by Cities and County elected bodies and do so in the following order whenever feasible; affected City Commissions or Councils, County Commission, and School Board.

- b. The affected local governments, and School Board shall meet separately to review and discuss the Technical Report. Each governing board shall rank the short-listed site(s). All normal ethics rules apply wherein any direct or indirect financial interest of any elected official regarding any of the sites under final consideration, or any role they may have had in the school site selection process as realtor, broker, or similar shall forbid participation in voting on final site ranking by that affected official.
- c. In the event that the County Commission or affected City, and School Board do not rank the site(s) alike, a joint meeting shall be scheduled to discuss the differences. At this meeting, the boards shall attempt to agree on a common priority listing for the proposed school sites. If they fail to agree on a common priority list the School Board shall have the final determination.
- d. The School Board shall officially approve the site determined to be the number one priority and authorize acquisition of the site. The School Board shall notify the County and each affected City in writing when a site has been purchased.

3.A.9 Negotiated sites, donated site(s), or site(s) identified within a development plan will be reviewed by the SSC committee and determined if the site is a viable site for the location of a school or ancillary facility.

- a. Negotiated site(s) or donated site(s) must meet the basic criteria for any site considered and shall be considered generally feasible by the School Board staff prior to further review and inclusion in the SSC process. In order to offer expedited approval for donated site(s), the SSC process is not required where the City and/or County Manager of the host local government issues a letter of support for the site(s) and where any other affected local government as defined by this agreement also issues a written letter of support for the donated site(s). A donated site(s) may or may not be a part of a developer's agreement between the School Board and the developer for proportionate share mitigation as defined in Section 4.E as part of meeting the developer's concurrency requirements in order to proceed with development. All site(s) considered for donation shall meet long term needs ensuring adequate capacity within the area of development, provide relief to existing overcrowded school infrastructure, and allow the School Board to meet federally and state mandated facility and program requirements.
- b. Site(s) identified by private developers within development plans but are not donated site(s) shall be required to go through the site selection process and must be approved by all parties as outlined in Section 3.A. If the identified site must be purchased by the School Board or Impact Fee credit given by the County Manager within a specified time frame, then the site must be within a search area corresponding to that time frame and be considered along with other sites within that search area.

3.A.10 Although local governments may wish to eventually designate a school site as an institutional land use, host local governments would ideally allow schools in most future land use categories with no additional or conditioned administrative approvals required for school construction to proceed. However, approved school sites shall be subject to review comments from the local government as to local development regulations and the final site development plan for the school site. The School Board shall make documented, good faith efforts to address all such review comments in a timely manner.

Where applicable, local governments will work with the PCSB to implement appropriate LDRs for school construction that recognize the SREF (State Requirements for Educational Facilities) requirements.

The School Board will consider, where feasible urban infill lots and/or re-use of existing structures (aka, grey infill), and urban design standards regarding site development.

3.B. Co-location and Shared Use

- 3.B.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to collocate and share use of school facilities and civic facilities when preparing the Five Year Work Plan. Likewise, co-location and shared-use opportunities will be considered by local governments when preparing the annual update to their comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, where applicable, co-location and shared use of school and governmental facilities for health care and social services will be considered. The process for co-location and shared use is referenced in Appendix D.
- 3.B.2 A separate agreement will be developed for each instance of co-location and shared use that addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision.

3.C. Supporting Infrastructure

- 3.C.1 The School Board in collaboration with local governments will determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed renovation or expansion of an existing school, and will enter into a written interlocal agreement as to the timing, location, and the party or parties responsible for funding, acquiring, constructing, operating, and maintaining the required improvements per 1013.51, Florida Statutes.
- 3.C.2 The School Board will be responsible for all on-site improvements necessary to connect to existing infrastructure systems and reasonable off-site improvements (as defined by an agreement pursuant to Section 3.C.1) necessitated by the location of a new school or ancillary facility, proposed renovation or expansion of an existing school. School Board improvements will be made at the necessary level to serve the school site and basic safety and installation/construction codes of local utilities. Any roadway, driveway, sidewalk or other such physical improvements anticipated to be maintained by the affected local government shall meet their standards for design and construction. The affected local government or developer may request upgrades or over sizing of infrastructure improvements to serve the School Board's facility. The local jurisdiction or developer, as appropriate, shall reimburse the School Board for additional costs associated with these upgrades or oversized facilities. Interlocal agreements, as mentioned in 3.C.1, will define any cost sharing, agreed upon upgrades and responsibilities for the improvements.

3.C.3 Infrastructure improvement projects identified by the local jurisdictions according to Section 3.A.7.c will be coordinated with the School Board construction schedule and facility opening date and the School Board and local jurisdiction will enter into local agreements to outline the scope, cost, and responsibilities for completion of improvements.

3.D. School District's Five-Year Work Plan and Capital Improvement Financially Feasible Plan

3.D.1 Prior to preparation of the Five Year Work Plan update (as defined in Chapter 1013.35, Florida Statutes), the PWG will assist the School Board in an advisory capacity in the preparation of the update. The PWG at one of its two annual meetings will discuss recommendations regarding the location and need for new, or improvements to existing, educational facilities in terms of timing, possible joint venture projects as may be identified in Section 3.B.1, consistency with the local government comprehensive plan, and relevant issues listed at subparagraphs 4.F.6 of this agreement.

3.D.2 The School Board shall update the Five Year Work Plan no later than October 1st of each year and provide the proposed update to each local government electronically for review and comment for consistency with the local government's comprehensive plan. The Five Year Work Plan includes class room additions, other major additions, major renovations, ancillary facilities, and new schools.

3.D.3 All affected local governments will provide written comments no later than 30 days following receipt of the proposed Five Year Work Plan. The comments shall include a determination of the consistency with their Comprehensive Plans of proposed projects within their jurisdiction. It may also include projects identified in the local jurisdiction's Capital Improvement Element (herein after referred to as the CIE) that are near existing School Board facilities or within proposed search areas as required within Subsection 3.B.1 and 3.B.

3.D.4 Capacity Reporting: The School Board's Five Year Work Plan will identify how each project meets capacity issues. This Five Year Work Plan will provide for expansions and new facilities based upon projected population and student growth within areas of the county. The School Board will identify alternative solutions within the Five Year Work Plan when necessary to meet the public school demand when funding for capital expansion is not available. Refer to Appendix E , Mitigation Efforts.

3.D.5 As established in Section 2.C.3 the Cities and County will be notified of major renovations and closures. Local governments will determine if these projects are consistent with their comprehensive plans.

3.D.6 The School Board's Five Year Work Plan is the School Board's Capital Improvement Program and is the financially feasible plan that shall be adopted by the County and non-exempt Cities into their CIE. The first three years of the Five Year Work Plan shall be used for capacity determination. The financially feasible plan excludes the section within the Five Year Work Plan on unfunded projects.

- a. Amendments to the Five Year Work Plan, other than the annual updates addressed in Section 3.D.2, may occur only pursuant to the process set forth herein.

- i. As required in Subsection 3.D.1, projects under consideration shall be submitted to the jurisdiction in which the school is located and the jurisdiction shall provide a determination of whether the project is consistent with the jurisdiction comprehensive plan.
 - ii. The Five Year Work Plan shall not be amended more than once during the fiscal year and it shall be submitted to the State, County and non-exempt Cities.
 - iii. The County and non-exempt Cities shall incorporate the amended Five Year Work Plan into their Capital Improvement Element at the next appropriate cycle for Comprehensive Plan Amendments.
- b. Annually, following adoption of this Agreement, but no later than December 31, the County and non-exempt Cities shall adopt by reference the School Board Five Year Work Plan. Following a Five Year Work Plan update or amendment, made in accordance with this Agreement, the County and non-exempt Cities shall further amend their CIE during the immediately subsequent round of Comprehensive Plan amendments, incorporating such updates or amendments into their CIE.

Section 4. Concurrency Management System

4A. Concurrency Management System

- 4.A.1 All parties to this agreement agree that the Public School Facilities Element adopted into County and non-exempt Cities' Comprehensive Plans and any changes resulting from the adoption of the Public School Facilities Element to their Intergovernmental Coordination and Capital Improvements Elements and School Concurrency Ordinance as outlined in Section 4.A.2 will be the same or consistent with documents adopted by the County and School Board.
- 4.A.2 In 2007, the County and non-exempt Cities held public hearings, transmit and adopted Comprehensive Plan amendments to address school concurrency matters, including:
- a. A Public Schools Facilities Element, pursuant to sections 163.3177 and 163.3180, F.S.
 - b. Changes to each jurisdiction's Intergovernmental Coordination Element necessary to implement school concurrency methodologies and processes, as provided herein.
 - c. Changes to each jurisdiction's Capital Improvements Element necessary to implement school concurrency methodologies and processes, as provided herein.
- 4.A.3 The School Board shall adopt a financially feasible plan as outlined in Section 3.D.
- 4.A.4 Within ninety (90) days following the amendment of the County and non-exempt Cities' Comprehensive Plans, as provided herein, the County and non-exempt Cities did adopt a "School Concurrency Ordinance" and made other necessary changes to their Land Development Codes (LDC) to implement school concurrency consistent with the Comprehensive Plan, state law (sections 163.3180 and 163.3202, F.S.), and the terms of this agreement.
- 4.A.5 School concurrency applies only to residential uses that generate demands for public school facilities and are proposed or established after the effective date of the plan amendment adopting school concurrency provisions. The following residential uses or projects shall be exempted from school concurrency review:
- a. Single family residential development with construction plan and approval and multifamily residential development with unexpired final site plan approval prior to the effective date of the jurisdiction of authority's school concurrency regulations. Subject projects shall be deemed concurrent for school facilities. This concurrency determination will be subject to the provisions of 4.E.2 and shall remain valid for the time period specified based on an effective start date of March 1, 2008.
 - b. Single family subdivisions actively being reviewed as of March 1, 2008 that are determined to be sufficient and approvable by the County [City]. Upon receiving final development approval, subject projects shall be deemed concurrent for school facilities. This concurrency determination will be subject to the provisions of Policy 4.E.2.
 - c. Multi-family site plan(s) actively being reviewed as of March 1, 2008 that are

determined to be sufficient and approvable by the County [City]. Upon receiving final development approval, subject projects shall be deemed concurrent for school facilities. This concurrency determination will be subject to the provisions of Policy 4.E.2.

- d. Residential developments which have set aside a site for a public school that is found acceptable to the School Board of Polk County and which has agreed to provide site access to roads and necessary utilities, shall be exempt for up to three years from concurrency for the school level (i.e. elementary, middle or high school) to be addressed by the future school. A Development of Regional Impact or DRI which has set aside one or more acceptable school sites and will provide road and utility access shall be exempt for up to five years from concurrency for the school level(s) to be addressed by said future school(s). Any residential or mixed-use DRI with an approved Development Order in effect prior to March 1, 2008 shall be exempt from school concurrency for their current phase or to the extent exempted through the approved development order. Consistent with the provision of Section 39, Chapter 2005-290, Laws of Florida, this provision shall not apply to DRIs for which a development order was issued prior to July 1, 2005, or for which an application was submitted prior to May 1, 2005, unless the developer elects otherwise in writing.
- e. Single family lots of record having received final plat approval or recorded prior to the effective date of the jurisdiction of authority's school concurrency regulations.
- f. Amendments to residential development approvals issued prior to the effective date of the jurisdiction of authority's school concurrency regulations, which do not increase the number of residential units or change the type of residential units proposed or is subject to covenant or deed related long term age restrictions.
- g. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy of residents under the age of eighteen (18). Such deed restrictions must be recorded and must be irrevocable for a period of at least thirty (30) years, with revocation conditioned upon the project satisfying school concurrency per this element.
- h. Group quarters including residential type of facilities such as local jails, prisons, hospitals, bed and breakfasts, colleges, motels, hotels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms and religious non-youth facilities.
- i. Two-lot split of an exempted parcel in compliance with all other land development regulations. For purposes of this section, a property owner may not divide his property into several developments in order to claim exemption as allowed by this section. In making a determination as to whether a property is exempt under this section, a local government shall consider in addition to the ownership and parcel configuration at the time of the application the ownership as of the date of the adoption of this agreement.

4B. Level of Service and Long Range Planning

- a. To ensure that the capacity of schools is sufficient to support student growth the LOS standard of 100% of FISH capacity will be in effect for all schools.
- 4.B.1 Pursuant to Section 163.3180(6)(c)), F.S., the level of service (LOS) standards set forth herein shall be applied consistently in Polk County and non-exempt Cities for purposes of

implementing school concurrency, including determining whether sufficient school capacity exists to accommodate a particular development proposal, and if the School Board's Five Year Work Plan includes a project within the financially feasible plan that would provide capacity for a development.

4.B.2 The LOS standards set forth herein shall be included in the capital improvements element of the County and non-exempt Cities' Comprehensive Plans and shall be applied consistently by the County, non-exempt Cities and the School Board district wide to all schools of the same type.

A. Magnet and School of Choice: One hundred percent (100%) of enrollment quota as established by the School Board or court ordered agreements and as adjusted by the school board annually.

B. Other: K-8, 6th grade centers, 9th grade centers, 6-12 are at one hundred percent (100%) of DOE FISH capacity

C. Special: Including alternative education or special programmatic facilities will be determined by the type and use of programs for each facility.

D. Conversion Charter Schools: The capacity is set during contract negotiations and the School Board has limited or no control over how many students the schools enroll. The School Board is unable to "rezone" students to a conversion charter to maximize utilization. The level of service for conversion charter schools shall be 100% of negotiated enrollment.

4.B.3 Long Range Planning is necessary to address school capacity in several of the established 9 Planning Areas over the next ten years. Schools which have been determined to be deficient will be evaluated and addressed in the School Board's financially feasible Five Year Work Plan and Long Range Plan.

4C. Concurrency Service Areas

4.C.1 School Concurrency Service Areas (CSAs) shall be coterminous with the Polk County School Concurrency Service Areas for the 3 levels, elementary, middle, and high. The "spot zones" shall be excluded from the adjacency test. These initial school boundaries are shown on Appendix J attached hereto and incorporated herein by this reference. Maps of the CSAs shall be included within the support documentation of legal documents as deemed appropriate.

4.C.2 Establishment and modification of CSA's shall take into account School Board policies to:

- a. Minimize transportation costs,
- b. Limit maximum student travel times,
- c. Achieve socioeconomic, racial and cultural diversity objectives,
- d. Recognize capacity commitments resulting from local governments' development approvals for the CSA, and
- e. Recognize capacity commitments resulting from local governments' development approvals for contiguous CSAs.

- f. Reformulate a school due to requirements of Federal No Child Left Behind directives. This may be done on short notice.
- g. School Board Policy –in reference to School Concurrency.

4D. School Concurrency Service Areas and Re-zoning.

- 4.D.1 Once a public school site has been acquired and funding identified for construction the capacity for the **new** public school will be established in order for projected re-zoning of the Concurrency Service Areas to occur. The projected re-zoning will establish a Projected Total Membership (PTM) by assigning existing and anticipated students to the new public school facility and obligating capacity at that facility. Concurrency Service Areas will be adjusted with consideration for actual or anticipated student enrollment from existing, under construction and recently approved residential projects. An estimated remaining or available capacity will be determined during projected re-zoning for a new facility and only that capacity can be utilized to provide concurrency approval for a new development.
- 4.D.2 The completion of projected re-zoning will cause **existing** public schools to be classified as schools in transition. Existing public schools which have a utilization rate higher than 100% will be evaluated first during the projected rezoning. The school in transition assists with identifying the number of students that will be assigned to the new facility upon opening and the potential for relief from overcrowding of the existing facilities.
- 4.D.3 Available capacity may be created at existing public schools as part of a re-zoning effort. This capacity will only be created to address the need of a previously approved residential project(s) anticipated to impact the existing public school.

4E. Capacity Determinations and Proportionate Share Mitigation

- 4.E.1 Public school capacity determinations shall be made by the School Board as outlined in Section 4.F, Concurrency Review for Residential Developments, and issued through local government's concurrency approval process, prior to the local government's final development approval for residential projects (as defined by each local government's Land Development Regulations). The determination of whether adequate school capacity exists for a proposed development will be based on the LOS standards, CSAs, and other standards set forth in this Agreement and will include a review of the following:
 - a. Total school capacity by school level based upon the LOS standards set forth in Section 4.B,
 - b. Obligated capacity by school level including existing student enrollment and the portion of reserved capacity by school level projected to be developed within three years,
 - c. The portion of previously approved development projected to be developed within three years,
 - d. The estimated demand on schools by school level created by the proposed development,
 - e. If the CSA in which the proposed development is located has available school capacity, based on the formula in Appendix F.
 - f. If the CSA in which the proposed development is located does not have available

school capacity, whether one or more contiguous (adjacent) CSA's have available adequate school capacity, based on School Board policies.

- g. If more than one contiguous CSA has capacity, identify the contiguous CSA most likely to be available to provide capacity considering the **proximity and travel time** to the proposed development and the potential of re-zoning into a school within that area and assigning the demand from the proposed development to that CSA, and
 - h. Reviewing feasible restructuring of public school Concurrency Service Areas, and other district policies on capacity, to ensure that the impacts of the proposed development will not cause the LOS standard in the CSA within which it is located or any other CSA to exceed the LOS standards set forth in this Agreement.
- 4.E.2 Concurrency will be provided for a development for a time period not to exceed eighteen (18) months. The development must have proceeded to the horizontal construction phase prior to the end of the eighteen (18) month time period for reserved capacities and the agreement to remain valid. At a minimum, this construction shall include rough lot grading consistent with an approved Water Management District Stormwater Permit. The construction phase shall exclude model homes.
- b. If an applicant donates land for a school facility, then concurrency may be extended for a longer time period subject to approval by the local government and the School Board.
 - c. For mixed use or residential DRIs, school concurrency may be extended for up to 5 years where the DRI has addressed all questions regarding school impacts and the Development Order includes conditions to address mitigation of any school impacts, as agreed to by the School Board including those defined in this Interlocal Agreement.
 - d. If a development does not proceed to construction with the specified period and school concurrency lapses, then the applicant may request the affected local government to issue a renewed certificate of school concurrency. As part of this request, the applicant must confirm that relevant project information remains the same as previously submitted or provide updated project details. The local government will renew the certificate of school concurrency if the School Board determines that there continues to be adequate school capacity to serve the proposed development subject to the provisions of 4.E.1.
- 4.E.3 In the event the LOS standards set forth in this Agreement will be exceeded by a proposed development (or developments), proportionate share mitigation measures may be considered. Mitigation measures will be considered by the School Board in concert with the local jurisdiction of authority over the proposed development. If it is determined a method of mitigation may be acceptable and can offset the impacts of a proposed development, the following procedure shall be used.
- a. The applicant shall initiate in writing a mitigation negotiation period with the School Board within 90 days of an adverse concurrency determination for any or all school levels. The mitigation negotiation period shall be 90 days in length and the School Board may grant one (1) 90 day extension. The School Board shall

consult with and consider the recommendation of the local jurisdiction in evaluating the merits of any time extension within 10 business days after the end of the first 90 day period.

- b. During this negotiation period an acceptable form of mitigation shall be established pursuant to Section 163.3180(6)(h), F.S., and the County and/or non-exempt Cities' School Concurrency Ordinance.
- c. Acceptable forms of mitigation may include:
 - i. The donation, construction, or funding of school facilities sufficient to offset the demand for public school facilities to be created by the proposed development; and
 - ii. The creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell excess capacity credits. Credits shall be tracked by the School Board and made available to affected local governments within 5 days of request.
 - iii. Contribution of land in conjunction with the provision of additional school concurrency,
 - iv. Provision of additional student stations through the donation of buildings for use as a primary or alternative learning facility as long as the building meets SREF standards; or
 - v. Provision of additional student stations through the renovation of existing buildings for use as learning facilities as long as the building meets SREF standards; or
 - vi. Construction of permanent student stations or core capacity as long as the building meets SREF standards; or
 - vii. Construction of a charter school designed in accordance with School Board and State Requirements for Educational Facilities standards, providing permanent capacity to the Board's inventory of student stations. Use of a charter school for mitigation must include provisions for its continued existence, required attendance by students generated by the development, including but not limited to the transfer of ownership of the charter school property and buildings and/or operation of the school to the School Board.
- d. The following standards apply to any mitigation accepted by the School Board:
 - i. Proposed mitigation must be directed toward a permanent school capacity improvement identified in the School Board's financially feasible Five Year Work Plan,
 - ii. Must satisfy the demand(s) created by the proposed development,
 - iii. Relocatable classrooms are not an acceptable method of mitigation, and
 - iv. Mitigation must be, at a minimum, proportionate to the demand for public school facilities to be created by actual development of the property.
- e. The applicant's total proportionate share mitigation obligation to resolve a capacity deficiency shall be based on the following formula:

- i. By school level multiply the number of new student stations required to serve the new development by the average cost per student station at that level as defined by the Florida Department of Education, Office of Educational Facilities (FDOE/OEF).
 - ii. The average cost per student station shall include both on-site and off-site school facility development costs and land costs.
 - iii. Cost of living multipliers shall be applied to the average cost per student station to offset increasing material, labor and land costs.
 - iv. In the event that actual cost has exceeded DOE averages and the cost of living multipliers and evidence can be provided of the true cost, an adjusted actual cost can be utilized for the purposes of mitigation negotiations.
 - v. Pursuant to Section 163.3180(6)(h)2.c, F.S., the applicant's proportionate share mitigation obligation will be credited toward the school or relevant impact fee imposed by local ordinance for the level or levels of schools, on a dollar-for-dollar basis, at fair market value, after calculation and deduction as relates to the project's absorption of the new capacity created.
- f. For mitigation options provided by the developer, other than by payment of money, the costs associated with the identified mitigation shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence.
 1. The cost of the mitigation required by the developer shall be credited toward the payment of the school impact fee.
 2. If the developer's required mitigation cost is greater than the school impact fees for the development, the difference between the developer's mitigation costs and the impact fee credit is the responsibility of the developer.
- g. If within 90 days of the initiation of the mitigation negotiation period as defined in Section 4.E.3. the applicant and the School Board reach a mutually acceptable form of mitigation, then a legally binding mitigation agreement shall be executed by the School Board, the County or City, and the applicant, which sets forth the terms of the mitigation, including such issues as the amount, nature, and timing of donations, construction, or funding to be provided by the developer, and any other matters necessary to effectuate mitigation in accordance with this Agreement. The mitigation agreement shall specify the amount and timing of any impact fee credits or reimbursements that will be provided by the School Board or on the School Board's behalf as required by state law. The 90 day period may not include the time needed for noticing and holding official proceedings required to adopt the mitigation agreement but the agreement shall be substantially completed, tentatively approved by legal counsel and scheduled for hearings within this period.
- h. If, after 90 days, the applicant and the School Board have not reached an agreement on an acceptable form of mitigation, and if no time extension is granted within 10 business days, the School Board will notify the County or non-exempt City in writing of the lack of school concurrency and the County or non-

exempt City shall not issue a final development approval for the proposed development.

- 4.E.4 Methods for maximizing capacity of educational facilities shall be considered as part of the annual update to the Five Year Work Plan as discussed in Section 3.
- 4.E.5 Following the ninety (90) day negotiating period, a proportionate share mitigation applicant who is substantially affected by a School Board's adequate capacity determination made as part of the School Concurrency Process may appeal such determination through the process provided in Chapter 120, F.S. This shall constitute final agency action by the School Board for purposes of satisfying Chapter 120, F.S.
- 4.E.6 An applicant substantially affected by a local government decision made as part of the School Concurrency Process may appeal such a decision using the process identified in the local government's regulations for appeal of development orders. This shall not apply to any decision subject to the previous paragraph 4.E.5.

4F. Concurrency Review for Residential Developments

- 4.F.1 The superintendent or their designee will provide initial comments to the County and any City's Development Review Committee when development and redevelopment proposals are submitted which could have a significant impact on student enrollment or school facilities. Agendas and information packets for residential proposals will be provided to this person in the same manner as other Development Review Committee members.
- 4.F.2 If a project advances through the Development Review Committee, detailed School Board comments shall be prepared by the School Board staff for the local government to include within the municipality of jurisdiction's staff report to the LPA. Refer to Appendix "C" Information Request Process.
- 4.F.3 The County and the Cities agree to give the School Board notification of hearings for comprehensive plan amendments, zoning changes, and development proposals pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice will be provided pursuant to local notice procedures (see typical in Appendix "B"). This notice requirement applies to amendments to the comprehensive plan, re-zonings, developments of regional impact, and other residential or mixed-use development projects.
- 4.F.4 Pursuant to Section 163.3174 (1) Florida Statutes, each municipality and County shall include a representative of the school district appointed by the School Board as a nonvoting member of the local planning agency or equivalent agency to attend those meetings at which the agency considers comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. However, nothing prevents the governing body of the local government from granting voting status to the School Board member.
- 4.F.5 Based on the Department of Education FISH capacity; if sufficient capacity is not available or planned to serve the development at the time of impact, the School Board shall specify how, if financially feasible, it proposes to meet the anticipated student

enrollment demand; alternatively, the School Board may enter into mitigation negotiations and reach an agreement as outlined in Section 4.E with a developer to mitigate the impact of the development. Section 4.F outlines the process for review for concurrency.

4.F.6 In reviewing and approving all comprehensive plan amendments and development proposals, the County and Cities will consider the following issues, as applicable:

- a. Providing school sites and facilities within planned neighborhoods.
- b. Ensuring the compatibility of land uses adjacent to existing schools and reserved school sites.
- c. The co-location of parks, recreation and community facilities in conjunction with school sites. Refer to Appendix “D”, Process for Consideration of Co-location and Joint Use Facilities.
- d. The linkage of schools, parks, libraries, and other public facilities with bikeways, trails, and sidewalks.
- e. Targeting community redevelopment improvements in distressed neighborhoods near schools.
- f. Ensuring the development of traffic circulation plans to serve schools and the surrounding neighborhood, including any needed access improvements, sidewalks to schools, off-site signalization or safety-related signage.
- g. Consider the location of school bus stops and turnarounds in new developments.
- h. The County, City, and School Board will strongly encourage the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments. This could include private sector cooperative development efforts in which two (2) or more developers/landowners share the burden of providing adequate infrastructure, land, financing, or other tools which allow for educational facilities in addition to other public uses or services. Refer to Section 3.B, Co-location and Shared Use and Appendix “D”.
- i. The County, City, and School Board will identify and encourage developers or property owners to provide incentives including, but not limited to, donation of site(s), negotiated site(s), reservation or sale of school sites at pre-development prices, construction of new facilities or renovation to existing facilities, and providing transportation alternatives.
- j. School Board comments on comprehensive plan amendments and other land-use decisions.
- k. Available school capacity or planned improvements to increase school capacity.

4.F.7 The County and non-exempt Cities will approve residential subdivision site plans and final plats, only after the applicant has complied with the terms of the County or non-exempt Cities’ adopted School Concurrency Ordinance.

- a. The School Board may provide to County and non-exempt Cities a non-binding concurrency determination for School Concurrency earlier in the approval process, if requested by the applicant, but this determination is subject to change during final development plan review when an official, binding concurrency determination is required.
- b. Upon the receipt of a complete application for a Binding School Concurrency

Determination, the Developer, County or non-exempt Cities (submission process to be determined by the affected jurisdiction) will transmit the application to the School Board for a determination of whether there is adequate school capacity, for each level of school i.e. elementary, middle, and high, to accommodate the proposed development, based on the Level of Service (LOS) standards, Concurrency Service Areas (CSAs), and other standards set forth herein and in the land development regulations.

- c. Within thirty (30) days of the initial transmittal from the County or non-exempt Cities, the School Board will review an application for a binding School Concurrency Determination and, based on the standards set forth in Section 4 of this agreement, report in writing to the County:
 - i. whether adequate school capacity exists for each level of school, based on the standards set forth in this Agreement; or
 - ii. if adequate capacity does not exist, whether appropriate mitigation can be accepted, and if so, acceptable options for mitigation, consistent with this Agreement.
 - d. If the School Board determines that adequate capacity will not be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval and mitigation is not an acceptable alternative, the local government will not issue final concurrency or final approval for the development.
 - e. If the School Board determines that adequate capacity does not exist but that mitigation is an acceptable alternative, the development application will remain active pending the conclusion of the mitigation negotiation period
 - f. The County and non-exempt Cities shall issue a Certificate of School Concurrency only upon:
 - i. the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval for each level of school without mitigation; or
 - ii. the execution of a legally binding mitigation agreement between the applicant and the School Board and the local government, as provided by this Agreement.
- 4.F.8 If a proposed development does not meet school concurrency requirements and is not issued a Certificate of School Concurrency, then the School Board will place this development into a queue of pending projects for a period of eighteen (18) months. If conditions change such that adequate capacity becomes available to serve a pending project, then the applicant will be issued a determination of adequate school capacity.

Section 5. Maintenance of Agreement

5A. Amendment Process, Procedural Guidelines, & Terms of the Agreement

- 5.A.1 This agreement may be amended by written consent of all parties of this agreement. The agreement will remain in effect in accordance with Florida Statutes. If the statute is repealed, the agreement may be terminated by written consent of all parties of this

agreement. Amendments may be made to key components of this agreement including the following:

- a. level of service (LOS) standards;
 - b. the Concurrency Service Areas are presently defined as /School Concurrency Service Areas at the elementary, middle, and high school levels;
 - c. procedures for monitoring school demand and capacity;
 - d. procedures and methodology for making concurrency determinations for development approvals;
 - e. mitigation options and processes;
 - f. the Five-Year Work Plan for facilities that are located within the County; and g. those aspects of the Public Schools Facilities Element of the Comprehensive Plan that are common to the County and municipalities in the County.
 - h. Update to current laws and rules.
- 5.A.2 The following procedures shall apply in the event that any of the parties wishes to amend any of the items set forth in 5.A.1:
- a. Any party to this agreement may submit a written request for an amendment to this agreement to the School Board. The School Board will convene a meeting of the PWG as outlined in section 2.A.2.
 - b. The PWG will be responsible for reviewing any request for amendments and making a recommendation on such request(s). The PWG may also consider additional amendments proposed by the committee's membership at one of their two annual meetings.
 - i. Each party to this agreement shall review the proposed amendment(s) and advise the School Board whether the proposed amendment is consistent with the Comprehensive Plan as required by sections 163.3177, 163.31777 and 163.3187, F.S.
 - ii. The PWG's recommendation regarding the amendment(s) shall be transmitted to all parties along with a narrative describing the purpose of the proposed amendment and a statement regarding the impact of the proposed amendment on the County and Cities' Comprehensive Plans and other elements of school concurrency addressed by this Agreement. The memorandum also must include all data and analysis supporting the proposed amendment.
 - iii. Within thirty (30) days of receipt of the PWG's recommendation, the parties to this agreement shall provide the School Board with any written comments or objections to the amendment(s). They shall indicate whether it consents to the proposed amendment or, if it does not, the reasons for withholding its consent. If a party to this agreement does not consent to the amendment, the School Board and members of the PWG shall meet with the objecting party or parties to resolve any objections to the proposed amendment.
 - iv. If the Reviewing Party is unable to consent to the proposed amendment, the matter will be resolved pursuant to the dispute resolution process set forth in Section 2.D.1 of this Agreement.

- v. The PWG will provide a final review of any recommended amendment(s) at the annual meeting held for the elected officials and outlined in section 2.A and within 60 days following this meeting each jurisdiction shall have adopted the amendment(s).
 - c. The parties agree that no proposed amendment will be implemented without the consent of the Reviewing Parties or, where the consent of all Reviewing Parties is not obtained, that no proposed amendment will be implemented unless it is determined to be appropriate through the dispute resolution process set forth in Section 2.D.1 of this Agreement.
 - d. The parties agree that, once a proposed amendment has the consent of each of the Reviewing Parties, or is determined to be appropriate through dispute resolution, each party will undertake Five Year Work Plan, Comprehensive Plan, and regulatory changes necessary to effectuate the amendment at the next appropriate time.
- 5.A.3 Pursuant to 1013.33(2) and 163.31777 F.S., this Agreement is effective upon the date of its execution and shall continue in full force and effect unless the County, cities, or the School Board signify in writing to the other its intent to terminate the Agreement with at least a 120 day notice.

5B. Oversight Process

- 5.B.1 The PWG established in Section 2.A.1 shall be responsible for an annual assessment report on the effectiveness of this agreement. The report will be made available to the public and presented at the meeting established in Section 2.A.2.

5C. Execution in Counterparts

- 5.C.1 This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.

APPENDIX A - DEFINITIONS

The terms used in this agreement shall be defined as follows:

Act – Means Section 163.01 and Part II of Chapter 163, Florida Statutes, as amended from time to time.

Adjacent School Service Areas: See Contiguous School Service Areas

Affected Local Government – (1.) in the case of a proposed School Facility or school site, any party hereto who has land development jurisdiction over the proposed Facility or site, provides water or wastewater utility service to the service area or has maintenance jurisdiction over impacted roadways serving the Facility or site.(2.) in the case of Residential Development, any party hereto who has land development jurisdiction over the property upon which the Residential Development is proposed, and

(3.) in the case of any proposed modification of a School Service Area, any party hereto who has land development jurisdiction over all or a portion of the School Service Area or an adjacent School Service Area.

Available School Capacity - A circumstance in which there is sufficient school capacity, based on adopted LOS standards, to accommodate the demand created by a proposed development.

Capacity - Defined in the FISH (Florida Inventory of School Houses) Manual as: The number of students that may be housed in a facility at any given time based on a utilization percentage of the total number of existing satisfactory student stations.

Capital Improvement Plan – See Five Year Work Plan.

Certificate of School Concurrency – A confirmation of adequate school capacity to be issued by the County or non-exempt cities based on the School Board’s school capacity.

Cities – The word city or cities shall refer to the a municipalities (to include towns) in Polk County except those exempt from the Public School Facilities Element, pursuant to Section 163.31777(3), F.S.

Auburndale	Lakeland
Bartow	Mulberry
Davenport	Polk City
Dundee	Winter Haven
Eagle Lake	
Fort Meade	
Frostproof	
Haines City	

Lake Alfred

Lake Hamilton

Lake Wales

Class Size Reduction – A provision to ensure that there are a sufficient number of classrooms in a public school so that:

1. The maximum number of students assigned to each teacher teaching in a public school classroom(s) for pre-kindergarten through grade 3 does not exceed 18 students.
2. The maximum number of students assigned to each teacher teaching in a public school classroom(s) for grades 4 through 8 does not exceed 22 students; and
3. The maximum number of students assigned to each teacher teaching in a public school classroom(s) for grades 9 through 12 does not exceed 25 students.

Co-location – The placing of two (2) or more public use facilities such as but not limited to schools, libraries, parks, fire, police, or EMS on the same or adjacent parcel(s) of land.

Comprehensive Plan – A state mandated growth management plan that meets the requirements of F.S. 163.3177 and 163.3178.

Concurrency Service Area – The designation of an area within which the level of service will be measured when an application for a residential subdivision or site plan is reviewed.

Consistency – Compatible with and furthering the goals, objectives and policies of the Comprehensive Plan Elements and this agreement.

Contiguous School Service Areas – School Service Areas which have an adjacent (conterminous) boundary. The capacity of the contiguous or adjacent school shall be considered if zoned school is over the accepted level of service.

County – Polk County, Florida

Core – Common area(s) used by all occupants. For purposes of this agreement, it will be limited to the reading room stacks portion of the media center, dining area, and kitchen.

Developer – Any person or entity, including a governmental agency, undertaking any development.

Development Agreement – A local development agreement authorized pursuant to Section 163.3221 of the Act, a participation agreement or reimbursement agreement, or other legally enforceable agreement to be entered into among the School Board, an Affected Local Government, and a developer pursuant to Article VI, hereof.

Educational Facility – The public buildings and equipment, structures and special educational use areas constructed, installed or established to serve educational purposes only.

Educational Plant Survey – A systematic study of educational and ancillary plants of an educational agency conducted at least every five (5) years. To evaluate existing facilities and to plan for future facilities to meet proposed program needs

Exempt Local Government – A municipality which is not required to participate in school concurrency when meeting all the requirements for having no significant impact on school attendance, per Section 163.31777(3),F.S..

Existing School Facilities – School facilities constructed and operational at the time a School Concurrency Application is submitted to the County.

Final Development Approval – The approval of a final plat, site plan, or building permit for development.

Financial Feasibility – An assurance that sufficient revenues are readily available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5 year Work Plan schedule.

FISH Manual - The document entitled "Florida Inventory of School Houses (FISH)," 2010 edition, and subsequent editions that is published by the Florida Department of Education, Office of Educational Facilities (hereinafter the "FISH Manual").

Five Year Work Plan – The financially feasible Five Year School District Facilities Five Year Work Plan adopted pursuant to section 1013.35, F.S.. Financial feasibility shall be determined using professionally accepted methodologies. The financially feasible plan excludes the unfunded portion of the Five Year Work Plan.

Florida Inventory of School Houses (FISH) Capacity – The report of the capacity of existing public school facilities. The FISH capacity is the number of students that may be housed in a facility (school) at any given time as determined by the Florida Department of Education, Office of Educational Facilities.
Functional Capacity – The capacity of a school once the space needs for programs including, but not limited to English for Speakers of a Second Language (ESOL), Exceptional Student Education (ESE), tutoring, resource, testing and computer labs have been addressed.

Impact Fee – Any fee levied by appropriate governmental agencies, upon the issuance of a building permit or Certificate of Occupancy for new Development in order to fund School Facilities needed to serve such Development.

Interlocal Agreement – The Interlocal Agreement for Public Schools Facilities Planning executed by the Polk County School Board, Polk County Board of County Commissioners, and all non-exempt local governments within Polk County.

Land Development Code (LDC) - Rules, regulations, and ordinances that govern how and where certain types of development may occur.

Level of Service (LOS) – as provided for in Florida Statute 163.3168(28), is an indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility.

Lot of Record – A parcel of land which is part of a platted subdivision zoned for residential purposes; or a parcel of land which is described by metes and bounds, the boundaries of which have been established and which have been assigned a parcel number by the Polk County Property Appraiser or by deed filed with the Clerk of the Circuit Court prior to the effective date of this agreement, and which as of that date meets the requirements of the applicable local government to obtain a residential building permit or a mobile home set up permit.

Maximized Utilization – The use of student capacity of each school to the greatest extent possible, based on the adopted level of service and the capacity according to FISH inventory, taking into account special considerations, such as core capacity, special

programs, transportation costs, geographic impediments, court ordered desegregation, and class size reduction requirements to prevent disparate enrollment levels between schools of the same type (elementary, middle, high) and provide an equitable distribution of student enrollment district-wide. Rezoning may be used as a method of maximizing capacity.

Negotiated Site (Also referred to as “Donated” or Dedicated”) – Land designated for School Board use by a developer or land offered to the School Board by an individual or corporation which may be purchased outright, exchanged for impact fee credits as outlined in the Impact Fee Manual, or given to the School Board.

Non-exempt cities – A municipality which is required to participate in school concurrency per the requirements of Section 163.31777, Florida Statutes.

Obligated Capacity – School facility capacity consumed by current student enrollment and by or reserved for previously approved development.

Operational Capacity - See Functional Capacity.

Permanent Classroom – An area within a school designed and constructed to provide instructional space for the maximum number of students in core-curricula courses assigned to a teacher, based on the constitutional amendment for class size reduction and is permanent (not movable) (including, but not limited to classroom additions which have received covered walkways and technology upgrades) and are included in the educational facilities plan pursuant to Section 1013.35(2)(b)2.f.. Florida Statutes, for continued long-term use.

Planned School Facilities – School facility capacity that will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, pursuant to the School Board’s adopted Five Year Work Plan.

Plant Survey - A systematic study of educational and ancillary plants of an educational agency conducted at least every five (5) years. To evaluate existing facilities and to plan for future facilities to meet proposed program needs.

Previously Approved Development – Development approved as follows:

1. Single family lots of record having received final plat approval prior to the effective date of the County’s or non-exempt Municipality’s Ordinance adopting the Public School Facilities Element.
2. Multifamily residential development having received final site plan approval prior to the effective date of the County’s or non-exempt Municipality’s Ordinance adopting the Public School Facilities Element.

Five Year Work Plan – See Five Year Work Plan.

Projected Total Membership – A data driven estimate for each school’s student enrollment for the upcoming school year. The data is from multiple sources, i.e.: Department of Education’s Capital Outlay Full Time Equivalent (COFTE), historic enrollment, growth trends, school rezoning impacts, etc.

Proportionate Share Mitigation – A developer improvement or contribution identified in a binding and enforceable agreement between the Developer, the School Board and the local government with jurisdiction over the approval of the development order to provide

relief for the additional demand on public school facilities created through the residential development of the property, as set forth in Section 163.3180(6)(h).F.S.

Proposed New Residential Development – Any application for new residential development, or any amendment/modification to a previously approved residential development, which results in an increase in the total number of dwelling units.

Public Facilities – Major capital improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, education, parks and recreation facilities.

Public School – A facility owned and maintained by the Polk County School District.

Relocatable Classroom - A movable, temporary classroom facility also known as a portable.

Reserved Capacity – School facility capacity set aside for a development pursuant to a School Concurrency Application.

Residential Development – Any development that is comprised of dwelling units, in whole or in part, for permanent human habitation.

School Board – The governing body of the School District in accordance with the provisions of Section 4(b) of Article IX of the State Constitution, and a body corporate pursuant to Section 1001.40, Florida Statutes.

School Capacity Availability Determination Letter – An official response by the School District of Polk County, identifying if school capacity is available to serve a residential project, and if capacity exists, whether the proposed development is non-binding or exempted.

School Capacity Availability Determination Letter (Binding) – An official response from the School District which grants concurrency.

School Capacity Availability Determination Letter (Non-Binding) – An official response from the School District which does not obligate the School District to grant concurrency.

School District – The District for Polk County created and existing pursuant to Section 4, Article IX of the State Constitution.

School District Facilities Five Year Work Plan – Polk County School District’s annual comprehensive planning document, that includes long range planning for facility needs over a five-year, ten-year and twenty-year planning horizon.

School District Five-Year Capital Facilities Plan – The adopted Polk County School District’s Five-Year Work Plan and Capital Budget as authorized by Section 1013.35, Florida Statutes.

School(s)-in-Transition – Educational facilities designated for additions, deletions, or remodeling of the permanent buildings or affected by the addition, deletion, or remodeling of another facility identified in the Five Year Work Plan. This occurs when a school has been completed and has been granted a certificate of occupancy or once rezoning has occurred because another facility has received a certificate of occupancy.

School Level – The grade make up of a school, usually K-5 elementary, 6-8 middle, and 9-12 senior high. There could be various combinations of the K-12 or Pre K-12 grades.

School Service Area Boundary (SSAB) – A geographic area with a boundary in which the level of service is measured when an application for residential development is reviewed for school concurrency purposes.

Shared use – Two or more governmental agencies using all or part of a facility under the terms set forth in an Interlocal Agreement.

Spot Zone – An area zoned to a particular school that is not in the immediate neighborhood of that school facility in order to facilitate desegregation and balance socio-economic diversity.

Student Capacity - For planning purposes, the estimated number of students (in full-time equivalency) that can be satisfactorily housed in a facility at any given time based upon DOE's percentage of the total number of satisfactory student stations.

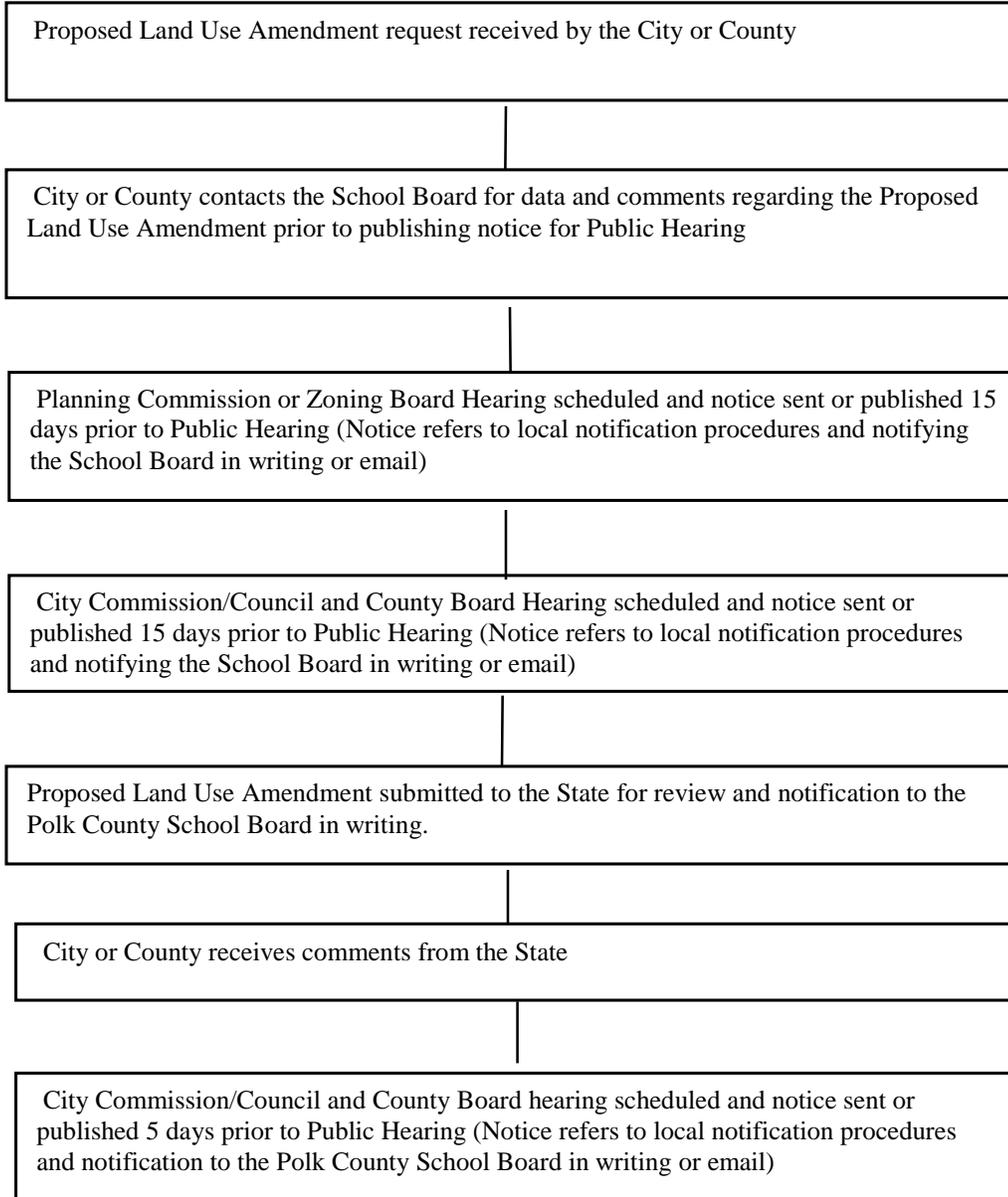
Temporary Classroom – A movable classroom facility also known as relocatable or portable.

Type of School – Schools providing the same level of education, i.e. elementary, middle, high school, K-8, 6th grade centers, 9th grade centers, 6-12 middle/senior, fine arts, or other school configuration.

Utilization – The comparison of the total number of students enrolled to the total number of student stations (FISH) at a facility within a School Service Area Boundary by type of school.

APPENDIX “B”

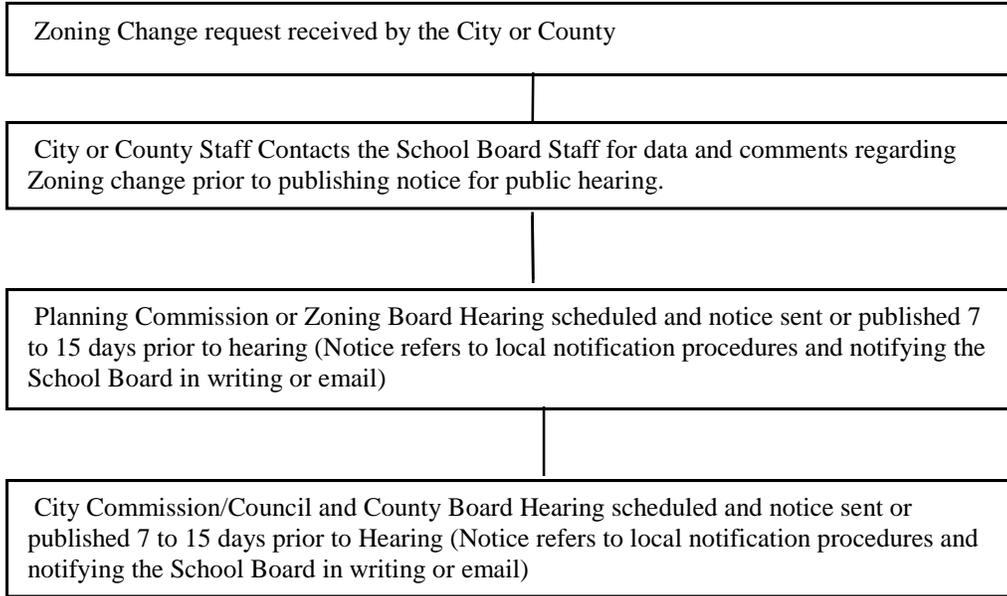
**SUGGESTED DEVELOPMENT REVIEW & NOTIFICATION TIMELINE*
LAND USE AMENDMENT**



* This process may vary among the municipalities

APPENDIX “B”

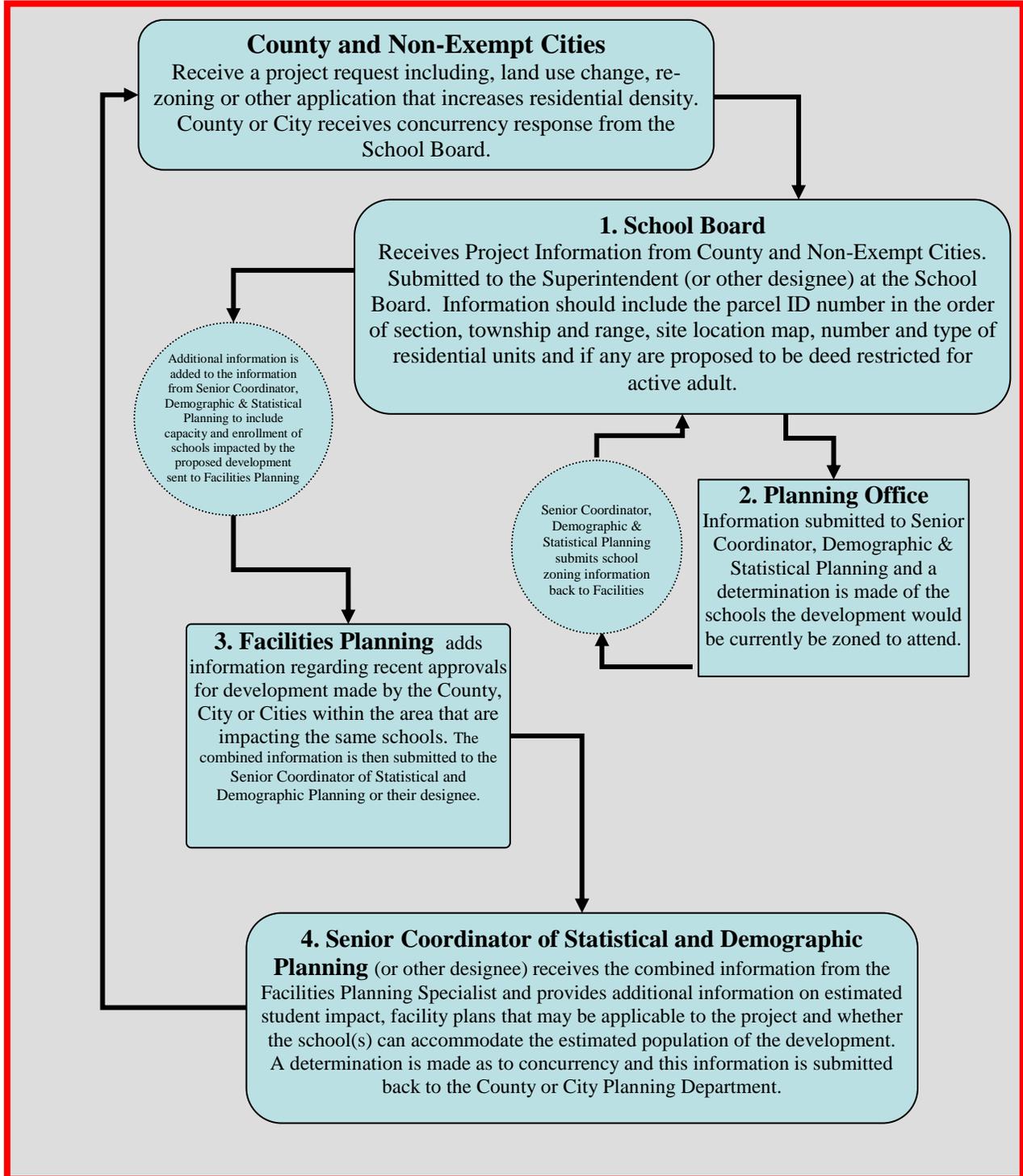
**SUGGESTED DEVELOPMENT REVIEW & NOTIFICATION TIMELINE*
ZONING AMENDMENT**



* This process may vary among the municipalities

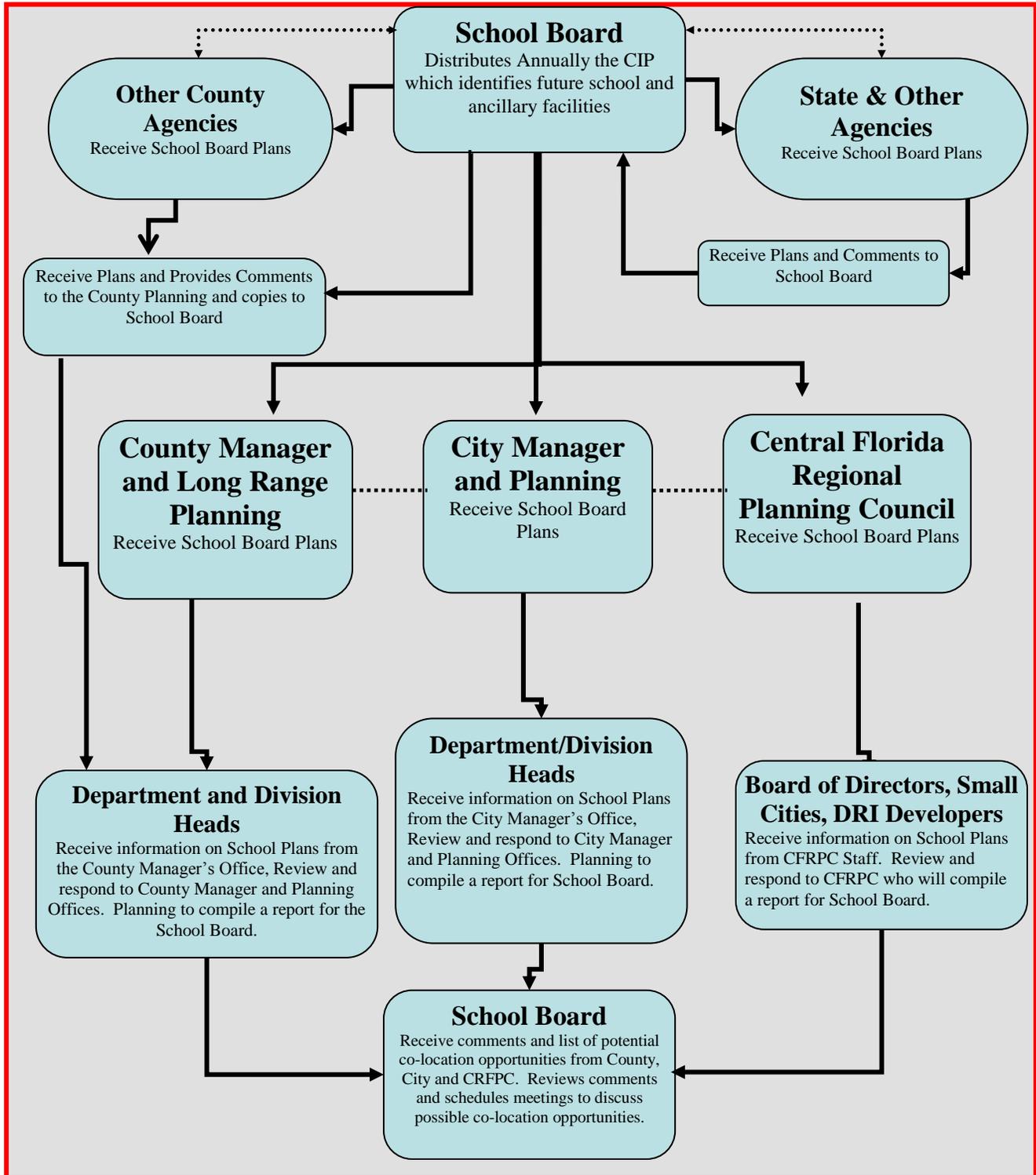
APPENDIX "C"

Information Request Process.



Appendix "D"

Process for Consideration of Co-location and Shared Use Opportunities.



APPENDIX “E”
Summary of Capacity Computation, Concurrency Evaluation and Proportionate Share Mitigation Process

Step 1: DETERMINE STUDENT ENROLLMENT BY CONCURRENCY SERVICE AREAS
Calculate the number of students in the zoned school by school level.

Step 2: DETERMINE CAPACITY FOR EACH CONCURRENCY SERVICE AREA
Depending on the school level, multiply DOE student stations by the designated utilization factor referenced by SREF.

Step 3: DETERMINE RESERVED SEATS FOR EACH CONCURRENCY SERVICE AREA
Calculate seats to be reserved for developments currently in progress.

Step 4: DETERMINE AVAILABLE CAPACITY FOR EACH CONCURRENCY SERVICE AREA
Subtract the results of Step 1 and the results of Step 3 from the results of Step 2.

Step 5: DETERMINE THE NUMBER OF STUDENTS TO BE GENERATED BY A DEVELOPMENT AT EACH SCHOOL LEVEL (elementary, middle, and high)
Multiply the number of Dwelling Units in the proposed development by the Student Generation Rate for that type of development by school level. The result is the Number of Student Stations by school level needed to serve the proposed development.

Step 6: ASSESS THE NEED FOR MITIGATION
Compare the available capacity for each school from step 4 to the number of students generated for each school in Step 5. If the result is a negative number, repeat Step 5 for contiguous service areas.

Step 7: Calculating proportionate share mitigation

Needed additional Student Stations from Step 6
MULTIPLIED BY
Cost per Student Station
EQUALS
Proportionate Share Mitigation Obligation

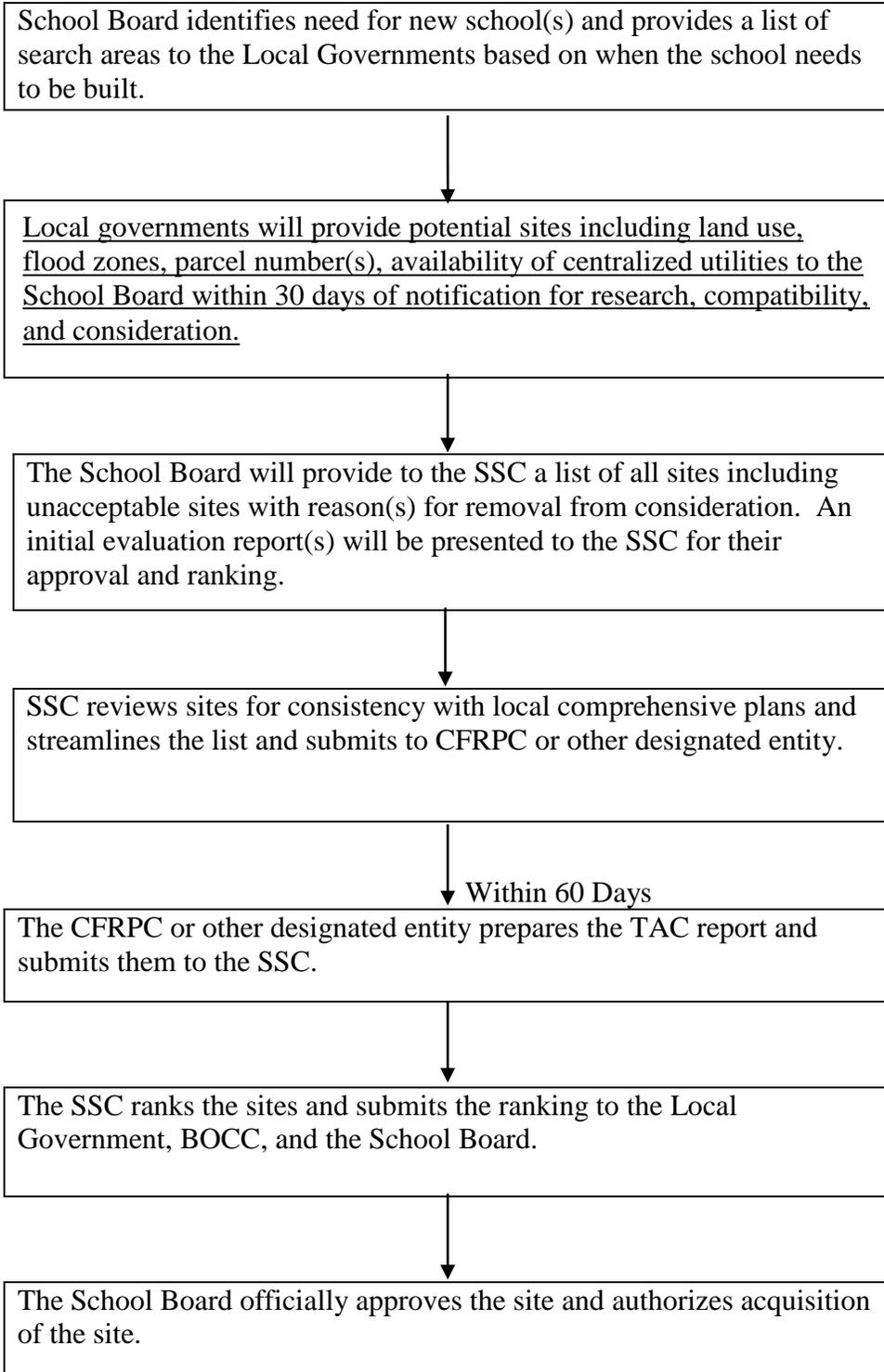
APPENDIX “F”

SCHOOL COORDINATION GROUP ACTIVITIES

COMMITTEES	SCHEDULED MEETINGS	PURPOSE
Polk County Working Group – Staff Committee	Spring and Fall of each year	Review Interlocal Agreement, Discuss issues, make recommendations, define direction
Schools Summit meeting includes BoCC and local government staff	Meet annually	Progress of school system, Discuss pending issues, reach group consensus
School Site Selection Committee (SSC). Group includes: BoCC, PCSB, CFRPC, local government, elected and appointed officials, and House and Senate representatives	Meet on as needed basis	New school site selection School Concurrency matters, formulate recommendations and set future direction for these Five-Year Work Plan Overview Have an Impact Assessment Statement (IAS) and a Economic Analysis (EA) compiled for each short listed school site

APPENDIX "G"

SCHOOL SITE SELECTION FLOW CHART



Appendix “H”

Commitment Schedule	
Effective/Due Dates	
<p>Transmittal: The School District shall transmit copies of the proposed School District Work Plan which includes the Five-Year Capital Facilities Plan to the Local Governments for review</p>	On or before September 1 st of each year commencing after the effective date of this Agreement.
<p>School District’s Five Year Work Plan: The School Board shall update and adopt the School District’s Five-Year Work Plan for public schools</p>	On or before September 30 th of each year
<p>Population Projections: County staff shall provide School District staff with population projections by Census Tract and Block Group and/or TAZs. Also to be distributed for Planners’ Working Group to be discussed and agree on population projections.</p>	Provided by January 31 st of each year
<p>Development, Adoption and Amendment of the Five Year Work Plan Element: County and Cities shall adopt “The School District of Polk County Five-Year Capital Improvement Schedule from the School District’s Five-Year Work Plan into the CIE (Five Year Work Plan Element) of their Comprehensive Plans</p>	No later than December 31 st of each year
<p>Interlocal Agreement</p>	The effective date of this Agreement shall be March 1, 2008, or as amended

APPENDIX “I”

The following maps can be found in the Data and Analysis support documentation:

- 1. Elementary School Zone Map**
- 2. Middle School Zone Map**
- 3. Senior High School Zone Map**

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of _____ County, the Cities of _____, and the School Board of _____ on this _____ day of _____, 2013.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

By _____
Dick Mullenax, Board Chairman

Witness as to all Signatories
Print Name _____

ATTEST _____
Kathryn LeRoy, Board Secretary

Witness as to all Signatories
Print Name _____

(CORPORATE SEAL)

State of Florida, County of Polk

WITNESS my hand and official seal this _____ day of _____ A.D. 2013.

Print Name _____
My Commission Expires: _____

(AFFIX NOTARY SEAL)

Approved as to form and correctness: _____
C. Wesley Bridges II, School Board Attorney

DULY PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY,
FLORIDA, THIS 18th DAY OF JANUARY, 2014.

BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY

By _____
R. Todd Dantzler, Chairman

ATTEST: Stacy M. Butterfield, Clerk

By _____
Clerk

Approved as to Form and Legal Sufficiency

County Attorney's Office

Date

TOWN OF LAKE HAMILTON, FLORIDA

Mayor

Attest _____ (Seal)
Town Clerk

CITY OF LAKE WALES, FLORIDA

Mayor

Attest _____ (Seal)
City Clerk

CITY OF LAKELAND, FLORIDA

Mayor

Attest _____ (Seal)
City Clerk

CITY OF MULBERRY, FLORIDA

Mayor

Attest _____ (Seal)
City Clerk

CITY OF POLK CITY

Mayor

Attest _____ (Seal)
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Mayor

Attest _____ (Seal)
City Clerk

CITY OF EAGLE LAKE
CITY COMMISSION WORKSHOP
MONDAY, JUNE 16, 2014 at 6:00 P.M.
COMMISSION CHAMBERS
675 E EAGLE AVE
EAGLE LAKE, FLORIDA 33839

I. CALL TO ORDER

Vice-Mayor Wilson called the meeting to order at 6:00 p.m.

II. INVOCATION

Commissioner Pittman gave the invocation.

III. PLEDGE OF ALLEGIANCE TO THE FLAG

The Commission and audience said the Pledge of Allegiance to the Flag.

IV. ROLL CALL

PRESENT: Pittman, Hosegood, Wilson

ABSENT: Coler, Sullivan

City Clerk Wright advised Commission Coler had to work out of town and wouldn't be able to attend the meeting tonight.

City Clerk Wright advised Mayor Sullivan's Mother-in-Law passed away and wouldn't be able to attend the meeting tonight.

V. WORKSHOP

A. 2014/2015 Budget

Manager Gardner stated the current budget is \$4,677,000; he advised the 2014/2015 budget will be \$2,772,000. He advised the decrease in the budget is due to the current projects will be underway and completed by September 30th. Mr. Gardner stated he anticipates the revenues for 2014/2015 Fiscal Year to be \$2,772,154 and expenses of \$2,771,620.

Mr. Gardner stated he isn't anticipating an increase in ad valorem taxes. He advised the City has been holding the millage rate at 7.6516. Mr. Gardner stated he is anticipating \$415,000 in ad valorem taxes for the 2014/2015 Fiscal Year.

Mr. Gardner advised the City has been able to do projects because of the grant funding they have been receiving.

Mr. Gardner advised to the sewer rates will need to be increased 8% to cover the debt for the lift station project; he advised this increase has been discussed since 2011.

Mr. Gardner stated in addition to the 8% sewer increase the City needs to raise all utilities across the board (water, sewer and garbage); he is recommending an increase of 8%; he advised the City is at a point where it needs an additional revenue stream.

Mr. Gardner advised he proposed a bare bones balanced budget that doesn't include much of anything.

Mr. Gardner talked about the debt the CRA owes the General Fund and listing it as a Due To the General Fund on the CRA Balance Sheet and as a Due From the CRA on the General Fund Balance Sheet. This allows it to be discussed yearly.

Commissioner Wilson asked if the money could be taken in the event an emergency occurred even if it wasn't listed in the budget.

Mr. Gardner stated yes.

Mr. Gardner stated he will be researching irrigation meters at Commissioner Wilson's request and to see if a billing fee could be generated when the irrigation meter is used currently those meters aren't charged the billing fee.

Mr. Gardner stated he completed his survey on garbage rates and he will be getting in contact with Florida Refuse to see if he can get statistics on how long it takes to collect residential garbage versus commercial garbage and the difference in tonnage; so that, we will be better able to explain rates to residents.

Mr. Gardner stated he isn't anticipating an increase from Bartow for sewer treatment; he advised Bartow has approached him about the City purchasing part of their plant and assisting in capital improvement projects.

Commissioner Hosegood left the dais at 6:28 p.m. She returned at 6:35 p.m.

Commissioner Pittman asked if the budget included salary increases for the employees.

Mr. Gardner stated it did not; he wanted to do a salary survey prior to salary adjustments.

Commissioner Pittman wanted the survey to be done now prior to the City Manager retiring and asked if it could be completed prior to the next budget hearing.

Commissioner Wilson asked if the City Manager included any cost of living increase.

Mr. Gardner stated no.

Commissioner Wilson asked that during salary survey ask other cities what they are giving for a cost of living increase.

Commissioner Pittman stated he wants something included in the budget for the employees.

Commissioner Pittman asked Manager Gardner if the 8% across the board utility increase was enough; he stated the utilities need to pay for themselves.

Manager Gardner stated it was a good start but they could do 10-15%.

Commissioner Wilson stated she would like to see one more person hired in the Public Works Department.

Commissioner Pittman stated they need to move ahead on capital needs and identify roads that need improvements.

Commissioner Pittman asked the City Manager to contact the County about moving 9 Foot Road up as a higher priority.

Manager Gardner advised a few years ago the City did \$100,000 worth of road work and Mr. Fletcher identified roads that needed work.

Commissioner Pittman would like to see staff identify projects that need completion in the event alternative funding becomes available.

VI. ADJOURNMENT

Vice-Mayor Wilson adjourned the meeting at 6:57 p.m.

VICE-MAYOR SUZY WILSON

ATTEST:

CITY CLERK DAWN WRIGHT

CITY OF EAGLE LAKE
REGULAR CITY COMMISSION MEETING
MONDAY, JUNE 16, 2014
7:00 P.M.
COMMISSION CHAMBERS
675 E EAGLE AVE
EAGLE LAKE, FLORIDA 33839

I. CALL TO ORDER

Vice-Mayor Wilson called the meeting to order at 7:00 p.m.

II. INVOCATION

The invocation was dispensed with as it was done at the previous meeting.

III. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance to the Flag was dispensed with as it was done at the previous meeting.

IV. ROLL CALL

PRESENT: Pittman, Hosegood, Wilson

ABSENT: Coler, Sullivan

City Clerk Wright advised Commissioner Coler advised that he is working out of town and couldn't attend the meeting tonight.

City Clerk Wright advised Mayor Sullivan's Mother-in-Law passed away and he wouldn't be at the meeting tonight.

MOTION was made by Commissioner Pittman and seconded by Vice-Mayor Wilson to excuse Commissioner Coler and Mayor Sullivan.

The vote was as follows:

AYES: 3

NAYS: 0

Vice-Mayor Wilson advised we would be rearranging agenda for tonight. She advised she would be moving up New Business and the Consent Agenda.

NEW BUSINESS

- A. Consideration of Resolution No.: R-14-07, A Resolution of the City Commission of the City of Eagle Lake, Florida, authorizing a loan with a principal amount not to exceed \$300,000.00 from Platinum Bank to front payment for costs of the Bingham Street Drainage Project; authorizing the execution and delivery of a bank commitment; authorizing the execution and delivery of a loan agreement and a promissory note to evidence the obligation of the City to repay such loan; providing security for the repayment of the loan; authorizing other actions in connection with the loan; and providing an effective date.**

Attorney Christman read Resolution No.: R-14-07 by title only.

MOTION was made by Commissioner Pittman and seconded by Commissioner Hosegood to approve Resolution No.: R-14-07.

Vice-Mayor Wilson asked for audience discussion; there was none.
Vice-Mayor Wilson asked for Commission discussion; there was none.

The roll call vote was as follows:

AYES: Pittman, Hosegood, Wilson

NAYS: None

B. Authorization for City Attorney to facilitate the deeding of property to the City

Manager Gardner advised the Commission that we have been contacted by some of the Tennis Court Property owners about giving the city their interest in the property and he would like the Commission to authorize the City Attorney be allowed to work with the property owners.

Attorney Christman stated she would do a Quit Claim Deed for the property deeding it to the City and then she would be able to dismiss those individuals from the lawsuit.

MOTION was made by Commissioner Pittman and seconded by Commissioner Hosegood to authorize the City Attorney to facilitate the deeding of the referenced property to the City.

Vice-Mayor Wilson asked for audience discussion; there was none.
Vice-Mayor Wilson asked for Commission discussion; there was none.

The roll call vote was as follows:

AYES: Pittman, Hosegood, Wilson

NAYS: None

C. Change Order 1 for CDBG Green Acres Project

Manager Gardner stated the cost of Change Order No. 1 to increase the water line from a 10 inch pipe to a 12 inch pipe is \$39,100. He states this raises the cost of the cost of the project from \$227,700 to \$267,800. He stated he has gotten information on Change Order No. 2 which is to extend a 6 inch water line down Cypress Street; the cost is going to be approximately \$19,000. He stated the grant will cover all of Change order No. 1 and \$14,000 of Change Order No. 2 leaving a balance of approximately \$5,000 the City would have to fund. He advised the \$5,000 could come from the Water Impact Fee Fund.

Manager Gardner stated the original cost of the project is \$227,700; the cost of Change Order No. 1 is \$39,100 and the cost of Change Order is approximately \$19,500 for a new total cost of the project of \$286,300. He advised the amount of grant money is \$281,000. He advised the City would need to pay a little more than \$5,000.

MOTION was made by Commissioner Pittman and seconded by Commissioner Hosegood to approve Change Order No. 1 as discussed and Change Order No. 2 and to make up the difference of \$5,000 or so from the City's budget for the project to move forward.

Vice-Mayor Wilson asked for audience discussion; there was none.
Vice-Mayor Wilson asked for Commission discussion; there was none.

The roll call vote was as follows:

AYES: Pittman, Hosegood, Wilson

NAYS: None

CONSENT AGENDA

A. Approval of the Regular City Commission Minutes -----06/02/14

MOTION was made by Commissioner Pittman and seconded by Commissioner Hosegood to approve the Consent Agenda, Regular City Commission Minutes of 06/02/14.

Vice-Mayor Wilson asked for audience discussion; there was none.

Vice-Mayor Wilson asked for Commission discussion; there was none.

The vote was as follows:

AYES: 3

NAYS: 0

V. **AUDIENCE**

Mr. Gardner asked to discuss the Bingham Street Project at this time.

Mark Frederick, Engineer with AMEC, stated he was contacted to ask the contractor to adjust the footprint of the pond making it smaller and deeper. He advised making the pond smaller and moving the north wall farther to the south would affect the outfall pipe run. He advised the proposal for the retainer wall cost would be \$40,000 and the total for the retainer wall and relocation of the pond total \$60,000.

Mr. Gardner stated this cost is down from the originally change order quote of \$102,000. Commissioner Pittman felt the price was a significant improvement but felt the prices still seemed high.

Mr. Gardner stated he was asked to check into the price of landscaping. He advised he got a price of \$4,000 with our Public Works installing.

Vice-Mayor Wilson stated the Public Works Department is only 4 people and they don't have time to landscape. She stated we don't have landscaping around other City owned retention ponds. Vice-Mayor Wilson was not in favor of spending an additional \$60,000 or doing landscaping. She stated the project needs to move forward as is. Vice-Mayor Wilson stated the City doesn't have the funds to pay for purchasing, installing and the maintenance associated with landscaping.

Commissioner Pittman asked if the Commission would be willing to revisit the landscaping once the project is complete.

Vice-Mayor Wilson stated she would be willing to revisit once they see how the budget will play out.

It was the consensus of the Commission that the project move forward as originally designed with no design changes.

Mrs. Varnadore, 330 Bingham Street, stated she is going to be affected the most by the retention pond and it is too big. She expressed concern of the pond not being maintained and trash going into the lake.

Mr. Frederick, AMEC, stated the pond is about 400 feet long and 35 feet wide; he advised the wall will be a segmental type and would be 6 feet tall.

Commissioner Hosegood left at 7:28 p.m.

Mr. Frederick stated the pond is a common design and the pond is designed to handle the runoff/stormwater from a 25 year storm event. Mr. Frederick stated during most storm events you won't see discharge from the outfall.

Public Works Director Fletcher advised the City owns a couple of retention ponds and he maintains them and stated they are cleaned. He advised the pipe going to the lake is an overflow pipe and it's for runoff/stormwater to go into the lake in the event of a major storm.

VI. SPECIAL PRESENTATIONS/RECOGNITIONS/PROCLAMATIONS, REQUESTS

A. Staff Reports

Sgt. Navarro updated the Commission regarding the events that have occurred in the City. Sgt. Navarro stated FDLE selected Eagle Lake to audit; he advised he felt it went very well. Sgt. Navarro stated he did a change order on our current grant as the City in previous years purchased car printers; he only need one new one. He advised with the balance of the funds he recommends purchasing cameras for the park.

Commissioner Pittman asked about tape retention.

Sgt. Navarro stated he needs to research the equipment for data storage information.

Sgt. Navarro advised he has reached out to other units to help cover the Patriotic Celebration on June 28th. He advised he has contacted the Marine Unit, two other units for man power and the Volunteer Service Officers have agreed to send approximately 10 people.

Commissioner Pittman asked if he could contact the K-9 units.

Sgt. Navarro will contact them and make a request for certified narcotics and explosives K-9s.

Public Works Director Fletcher stated he has concerns about the docks; he advised they have outlived their purpose. He advised the usability doesn't outweigh the responsibility.

Mr. Fletcher stated he is in the process of trying to separate the boat area from the swimming area without opening the City up to liability. He advised Eagle Lake is one of the few cities that still the water tested by the Health Department and obtains a bathing facility permit.

Mr. Fletcher advised he has put up signs that he will be closing the beach on the night of Friday, June 27th in preparation for the Patriotic Festival on Saturday, June 28th.

City Clerk Wright had no report.

B. City Manager Report

Manager Gardner stated the public hearing on Ordinance No.: O-14-03 needs to be removed as Donnie True was unable to attend the meeting.

C. Proclamation – “50th Anniversary of Polk State College”

Attorney Christman read the 50th Anniversary of Polk State College Proclamation in its entirety.

Vice-Mayor Wilson presented Peter Elliot, Chief Financial Officer of Polk State College, with the 50th Anniversary of Polk State College Proclamation.

D. Marlene Wagner and Collins Smith of the Ridge League of Cities.

Marlene Wagner, President of the Ridge League of Cities and Mayor of Lake Hamilton, asked the City to participate in the League and would like more people to attend. She advised at the meeting on Thursday they will be presenting the scholarships.

Collins Smith from Mulberry and Vice-President of Ridge League of Cities, stated they ask each city to host and would like to see Eagle Lake host again.

Mr. Smith advised they are trying to get a Youth Leadership in Government group started and they will be getting information to the City Commissions.

VII. PUBLIC HEARINGS

- A. Consideration of the first reading of Ordinance No.: O-14-03, An Ordinance of the City Commission of the City Eagle Lake, Florida, Amending the City of Eagle Lake Land Development Regulations, Division II, Requirements of Zoning Districts; Article 2: Specific Provisions; Section 2.1.2.90, Fences, Walls, Hedges, Architectural Features, and Swimming Pools; Generally to Allow 4 Foot Fences or Hedges in Required Front Yards; and to Allow 6 Foot Fences in Corner-Lots; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

This was removed from the agenda as Donnie True the Building Official couldn't make the meeting tonight.

VIII. OLD BUSINESS

There was no old business.

IX. NEW BUSINESS

All New Business was moved to prior to the 1st Audience section on the agenda.

- A. Consideration of Resolution No.: R-14-07, A Resolution of the City Commission of the City of Eagle Lake, Florida, authorizing a loan with a principal amount not to exceed \$300,000.00 from Platinum Bank to front payment for costs of the Bingham Street Drainage Project; authorizing the execution and delivery of a bank commitment; authorizing the execution and delivery of a loan agreement and a promissory note to evidence the obligation of the City to repay such loan; providing security for the repayment of the loan; authorizing other actions in connection with the loan; and providing an effective date.
- B. Authorization for City Attorney to facilitate the deeding of property to the City
- C. Change Order 1 for CDBG Green Acres Project

X. CONSENT AGENDA

The Consent Agenda was moved to prior to 1st Audience on the agenda.

- A. Approval of the Regular City Commission Minutes -----06/02/14

XI. AUDIENCE

Mrs. Varnadore asked if the bidding on the Bingham Street was an open bid or closed

Mr. Gardner stated it was an open bid.

XII. CITY ATTORNEY

Attorney Christman thanked the Commission for allowing her to work with the residents on the deeding of the Tennis Court property and she advised the deeds will still need to come to the Commission for approval.

XIII. CITY COMMISSION

Commissioner Pittman stated he spoke to his parents about Eagle Lake history and for names of others that would have historic information; he advised he would get the outline to Mr. Gardner once completed.

Vice-Mayor Wilson had no report.

XIV. ADJOURNMENT

Vice-Mayor Wilson adjourned the meeting at 8:02 p.m.

VICE-MAYOR SUZY WILSON

ATTEST:

CITY CLERK DAWN WRIGHT

WRITE OFF LIST

MEMO

Date: 6/19/2014

To: MAYOR AND CITY COMMISSIONERS

From: Teresa Whitman

Re: SIX MONTH WRITE OFF LIST

Mayor and City Commissioners,

Attached you will find the current write off list. This list covers a time period of January 2014 thru June 2014.

Thank you for your time and consideration on this write off list.

THANK YOU

TERESA

CLOSED ACCOUNT/WRITE OFFS

When a customer requests that an account be closed, we do a work order to get a final reading. A final bill is created and the deposit applied to the balance due. If there is an amount due, a bill is immediately mailed to the customer. At the end of the month when new bills get mailed out, a second bill is mailed if the bill is not paid, the customer will then be put on the write off list to be approved by council. We have a majority of customers that skip out of town. When they are 10 days delinquent, they are cut off. Once a customer is cut off, if the account is not paid within a week or two, a work order is done to make sure that the meter is still off and locked. At this time, we will do a final bill, apply the deposit, and mail a final bill. At this point, the customer has a 10 day delinquent bill and a current bill due. At the end of six months, the account is put on the write off list. Our 31 day past due has changed to 10 days past due and the outstanding balance has dropped significantly. These accounts are sent to collection after 15 days from closing account.

6 MONTH WRITE OFF LIST THIS COVER FROM JAN THRU JUNE 2014			
ACCOUNT #	NAME	ADDRESS	AMOUNT OWED
3650	GRACIE KING	120 SHIRLEY CT	\$21.69
2813	DEANNA MILLER	115 SHIRLEY CT	\$36.77
2882	JOYCE NASWORTH	230 SOUTH SHORE DR	\$234.51
2506	DEBORAH WATSON	518 CIPRES CIR	\$29.20
2516	EUGENIO RODRIGUEZ	108 MADERA DR	\$100.25
745	ALICIA PADGETT	885 N 9TH ST.	\$290.79
2957	BARRIE STOLER	225 KENNEDY ST.	\$15.33
4031	SHATISHA ALICEA	2102 CLOVER RIDGE CT.	\$11.06
2785	KRISTEN HARRINGTON	140 VISTA VIEW AVE	\$229.69
3086	EVENS LEBLANC	2206 CLOVER RIDGE CT.	\$7.79
4135	JOSE MALDONADO	415 N 5TH ST.	\$18.61
3741	SALONE & BENNIE BURNSIDE	176 VISTA VIEW AVE.	\$26.84
1784	ROTHAL VAUGHN	610 S LAKESIDE TERRACE	\$92.43
		TOTAL	\$1,114.96

20 June 2014
Via E-mail and Hand Delivered

Mr. Peter Gardner, City Manager
CITY OF EAGLE LAKE
75 North 7th Street
Eagle Lake, Florida 33839

Subject: | Addendum No. 1 to Supplemental Agreement 13-02
Project: | CDBG Green Acres Water System Improvements - City of Eagle Lake
EVI No.: | 70605200

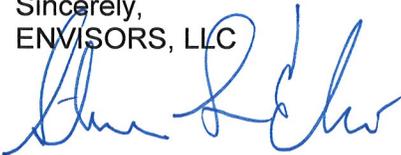
Dear Mr. Gardner:

In accordance with your request, we are pleased to submit two (2) sets of this Addendum No. 1 to Supplemental Agreement 13-02. This Agreement describes our scope of services to survey, design, and permit a 6-inch water main on Cypress Street SW.

Upon review and approval, please sign and return one (1) executed copy of this Agreement to our office.

Please call us if you have any questions. We look forward to working with the City of Eagle Lake to successfully complete this important Project.

Sincerely,
ENVISORS, LLC



Steven L. Elias, P.E.
Vice President, Engineering



Roger L. Homann
Project Manager

SLE/RLH
Enclosures: As stated
Copy to: EVI Job, Cost, and Contract Files No. 70605200; S:\JOBS\EVI\706
EAGLELK\70605200\CONTRACT\70605200.C01 add 1.doc

**ADDENDUM NO. 1 TO
SUPPLEMENTAL AGREEMENT NO. 13-02 TO MASTER AGREEMENT**

By and Between

CITY OF EAGLE LAKE - And - ENVISORS, LLC

Project

CDBG Green Acres Water System Improvements

EVI JOB NO. 70605200

**ADDENDUM NO. 1 TO
SUPPLEMENTAL AGREEMENT NO. 13-02 TO MASTER AGREEMENT**

**By and Between
CITY OF EAGLE LAKE - And - ENVISORS, LLC**

**Project
CDBG Green Acres Water System Improvements
EVI JOB NO. 70605200**

- 1.0) GENERAL:** This is Addendum No. 1 to Supplemental Agreement No. 13-02 to the Master Agreement between the CITY OF EAGLE LAKE (City, Client, or Owner) and ENVISORS, LLC (Engineer or EVI) for professional surveying and engineering services. Except as provided for herein, the provisions of the Master Agreement between the City and Engineer shall apply to this supplemental agreement.
- 2.0) EMPLOYMENT:** Unchanged from Supplemental Agreement No. 13-02.
- 3.0) PROJECT BACKGROUND AND DESCRIPTION:** The City of Eagle Lake has acquired the Green Acres water system in 2008 from Polk County Utilities and is currently in the process of constructing an interconnection, which was previously designed by EVI. The Green Acres water system extends along Cypress Street SW to serve existing residential customers. The existing water main to be replaced along Cypress Street SW (generally from an existing fire hydrant on the south end to an existing fire hydrant on the north end) is approximately 700 feet of undersized and generally substandard water pipe. Due to the poor condition, age, and the material of the water line along Cypress Street SW, the City of Eagle Lake has identified the replacement of this water line as a needed water system improvement and desires to include this scope as part of the CDBG Green Acres Water System Improvements Project.

Accordingly, this Addendum No. 1 to Supplemental Agreement 13-02 authorizes EVI to expand its scope of engineering services to include the Cypress Street SW water main improvements.

- 4.0) PURPOSE:** To modify the engineering phase services budget of Supplemental Agreement 13-02 to include engineering services for the Cypress Street SW water main improvements portion of the Project.
- 5.0) SCOPE OF WORK:** Supplemental Agreement No. 13-02 is hereby modified as follows:
- 5.1) Survey and Engineering Phase:** EVI will perform the survey services described in Items 4.2, and engineering services described in Items 4.3.2, 4.3.3 and 4.7 of Supplemental Agreement 13-02 for the Cypress Street SW water line replacement project scope as described in Section 3.0.

5.2) **Permitting Phase:** EVI will perform the water main permitting services described in Items 4.4.1 of our Supplemental Agreement No. 13-02 for the extended water line replacement along Cypress Street SW. Any required permit fees will be paid by City as an additional reimbursable expense.

6.0) **EVI's COMPENSATION:** Supplemental Agreement No. 13-02 is hereby modified as follows:

6.1) Our additional not to exceed fees, excluding reimbursable costs, to provide the above described services are as follows:

6.1.1) Survey Phase.....	\$ 1,500
6.1.2) Engineering Services Phase.....	\$ 2,500
6.1.3) Permitting Phase.....	\$ 1,000
TOTAL	\$ 5,000

6.2) Upon written request by the City, EVI will perform additional services as necessary to help ensure the Project is constructed in general accordance with the Plans and Specifications and to protect the City's interests. These services will be performed on a time and expense basis in accordance with EVI's approved schedule of hourly rates and reimbursable costs or a lump sum basis for a specific task as appropriate.

7.0) **CITY'S RESPONSIBILITIES:** Unchanged from Supplemental Agreement No. 13-02.

8.0) **OTHER MATTERS:** Unchanged from Supplemental Agreement No. 13-02.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the

_____ of _____, 2014
(day) (month)

Attest, City Clerk

Mayor, City of Eagle Lake

ENVISORS, LLC

Witness

Steven L. Elias, P.E., V.P. of Engineering



Prepared by and return to:
City of Eagle Lake
Heather R. Christman, Esquire
75 7th Street N.
Eagle Lake, Florida 33839

Parcel ID: 252912-359030-006020

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT ("Easement Agreement") made as of this 26 day of June, 2014, by and between **WILTON VARNADORE and CAROLYN GAIL VARNADORE, his wife**, whose address is 330 Bingham St., Eagle Lake, Florida 33839, and **CITY OF EAGLE LAKE, FLORIDA**, a political subdivision of the State of Florida, whose address is 75 7th Street North, Eagle Lake, Florida 33839 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain land in Eagle Lake, Florida, as legally described as follows:

Part of Grove No. 6 and part of Bingham Street as shown on the Replat of THE TERRACES as recorded in Plat Book 27, Page 24, Public Records of Polk County, Florida, and more fully described as follows: Begin at the Northeast corner of Section 12, Township 29 South, Range 25 East; thence run South 921.70 feet to a point in said Bingham Street; run thence Southwesterly along said Bingham Street 720.45 feet, this point being the intersection of the center line of Bingham Street and the East line of said Grove No. 6; run thence South on said East line of Grove No. 6 a distance of 26.87 feet for a point of beginning; thence continue along said East line of Grove No. 6 a distance of 123.33 feet; thence turn an angle of 90° 00' to the right and run Westerly 110 feet; thence turn an angle of 90° 00' to the right and run Northerly 80 feet; thence turn an angle of 68° 30' to the right and run 118.23 feet to the point of beginning. ("Easement Area")

; and

WHEREAS, Grantor and Grantee have entered into an agreement whereby Grantor will allow Grantee access to Grantor's land in order for Grantee to perform generally the following work on Grantor's property:

A. Construct a clean out ("Clean Out #1") on the east side of the house at 330 Bingham Street;

- B. Install approximately 3 feet of lateral sewer line running generally east from Clean Out #1 and install another clean out ("Clean Out #2") at the end of that line;
- C. Install approximately 13 feet of sewer line running generally south from Clean Out #2; and install another clean out ("Clean Out #3") at the end of that line;
- D. Install approximately 70 feet of sewer line running generally west, and install another clean out (Clean Out #4) at the end of that line; connect existing sewer service line from the house to newly installed sewer lateral;
- E. Install approximately 100 feet of sewer line running generally north from Clean Out #4 to connect to the City of Eagle Lake sewer main under South Bingham;
- F. At Grantor's property line adjacent to South Bingham, on the sewer lateral install a wye and cap;
- G. All areas disturbed by installation of sewer lines to be replaced with grass similar to what was there before construction;

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by this reference.

2. **Grant, Use and Maintenance of Temporary Access Easement.** Grantor does hereby give, grant and convey unto Grantee (its successors and assigns) the Easement for the Permitted Use, on, over and across Grantor's property at 330 Bingham Street. This Easement shall be used by Grantee (and its successors, assigns, employees, contractors and agents) solely for the Permitted Use. Grantee shall not construct any improvements in the Easement Area or perform any maintenance work within the Easement Area without the prior written consent Grantor.

3. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area (in Grantor's reasonable discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not unreasonably interfere with Grantee's Permitted Use of the Easement Area pursuant to the terms hereof.

4. **Limitation of Rights.** Other than the limited easement rights contained herein, Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area.

5. **Termination/Expiration of Easement.** Grantee acknowledges that this Easement Agreement, and the Grantee's rights in and to the Easement granted herein, shall immediately self-terminate, expire and be deemed null and void upon the completion of construction described herein, provided, however, in no event shall the term of this Easement Agreement exceed a period which is more than 12 months from the date of this Easement Agreement.

6. **Modifications.** This Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

7. **Counterparts.** This Easement Agreement may be executed in counterparts; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

8. **Governing Law.** This Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

9. **Severability.** Each paragraph, subparagraph, part, term and/or provision of this Easement Agreement shall be considered severable; and if, for any reason, any paragraph, term and/or provision is herein determined to be invalid or contrary to or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, such shall not impair the operation or effect the remaining portions, paragraphs, terms and/or provisions of this Easement Agreement, and the latter will be given full force and effect and will bind the parties hereto; and said invalid paragraphs, terms and/or provisions shall be deemed not to be part of this Easement Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Easement in duplicate the day and year first above written.

Signed, sealed and delivered
in the presence of:


(signature)

Name: Peter T Gardone
(print)


Wilton Varnadore


(signature)

Name: Peter T Gardone
(print)


Carolyn Gail Varnadore

Grass Type Agreed to 204 21A


STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 26 day of June, 2014, by WILTON VARNADORE and CAROLYN GAIL VARNADORE, his wife, who is personally known to me or has produced personally known as identification.

NOTARY PUBLIC:

LISA FREEMAN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE174811
EXPIRES 6/18/2016
BONDED THRU 1-888-NOTARY1

Sign: Lisa Freeman
Print: Lisa Freeman
State of Florida at Large (Seal)
My Commission Expires:

CITY OF EAGLE LAKE, FLORIDA

Lisa Freeman
(signature)
Name: Lisa Freeman
(print)

By: [Signature]
Print Name: ROBERT GARDNER
Title: CITY MANAGER

(signature)
Name: _____
(print)

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 26 day of June, 2014, by Pete Gardner, as city manager of City of Eagle Lake of the same, who is personally known to me or has produced personally known as identification.

NOTARY PUBLIC:

Sign: Lisa Freeman
Print: Lisa Freeman
State of Florida at Large (Seal)
My Commission Expires:

LISA FREEMAN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE174811
EXPIRES 6/18/2016
BONDED THRU 1-888-NOTARY1



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD MS 3505
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

June 24, 2014

Mr. Peter Gardner
City Manager
City of Eagle Lake
Post Office Box 129
Eagle Lake, Florida 33839

JUN 30 2014

Re: SG530900 – City of Eagle Lake
Transmission Facilities
(Replace Lift Stations)

Dear Mr. Gardner:

Enclosed are three original copies of proposed Amendment 4 to the City of Eagle Lake's agreement under the Small Community Wastewater Facilities Grant program. The amendment reduces the grant \$19,582 and provides the City additional time to complete construction activities.

Please have the Mayor sign the enclosed three copies and return them to us within three weeks at 2600 Blair Stone Road, MS 3505, Tallahassee, Florida, 32399-2400. We will sign the documents and mail a fully executed original to the City.

If you have any questions, please call Patty Hatcher at (850) 245-8389.

Sincerely,

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/ph

Enclosures

cc: Honorable J.R. Sullivan – City of Eagle Lake
Dawn Wright – City of Eagle Lake

**SMALL COMMUNITY WASTEWATER FACILITIES
AMENDMENT 4 TO GRANT AGREEMENT SG530900
CITY OF EAGLE LAKE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF EAGLE LAKE, FLORIDA, ("Grantee" or "Project Sponsor") existing as a municipality under the laws of the State of Florida.

WHEREAS, the Department and the Grantee entered into a Small Community Wastewater Facilities Grant Agreement, as amended, authorizing a Grant Amount of \$241,517; and

WHEREAS, a reduction in the Grant amount of \$19,582 is required; and

WHEREAS, the Grantee has requested an extension of the term of the Agreement in order to complete the project as planned; and

WHEREAS, the Department has determined that an extension of time to complete the project would be in the best interest of the State; and

WHEREAS, certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Grant amount authorized for disbursement is hereby reduced by \$19,582. The revised grant amount is \$221,935.
2. Section 1.03 of the Agreement is hereby revised to change the completion date of the Agreement from April 30, 2015 to June 30, 2015.
3. Section 7.02 of the Agreement is deleted in its entirety and replaced as follows:

The Grantee and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of mutually agreed upon Project changes. The Grant amount is a percentage of the project cost remaining after financial assistance from other sources has been deducted and is subject to limitations. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Grantee's Project audit or a Department audit. The final project costs shall be established in an executed amendment to this Agreement. The Grantee agrees to the estimates of Project costs identified in **Attachment A-4**. Final Grant related costs shall be limited to as-bid costs.

PROJECT COSTS

CATEGORY	COST(\$)
Planning and Engineering	11,184
Specialized Field Studies	7,500
Construction and Demolition	203,251
TOTAL GRANT AMOUNT	221,935

4. Subsection 7.03(2) of the Agreement is deleted and replaced as follows:

(2) Completion of Project construction is scheduled for June 30, 2015.

5. **Attachment A-3**, Revised Project Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-4**, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to any prior **Attachment A's**, shall hereinafter refer to **Attachment A-4**, Revised Project Work Plan.

6. In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 4 to Grant Agreement SG530900 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Grant Agreement to be executed on its behalf by the Program Administrator and the Grantee has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this Agreement shall be as set forth below by the Program Administrator.

CITY OF EAGLE LAKE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Mayor

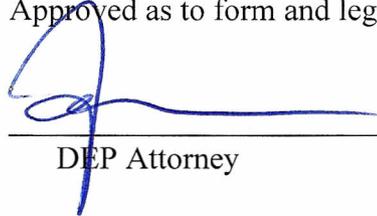
By: _____
Program Administrator
State Revolving Fund

Date: _____

Date: _____

Grant Manager

Approved as to form and legality:



DEP Attorney

List of attachments/exhibits included as part of this Agreement:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description (include number of pages)</u>
Attachment	A-4	Revised Project Work Plan (3 Pages)

**ATTACHMENT A-4
REVISED GRANT WORK PLAN
CITY OF EAGLE LAKE
SG530900**

Project Title: Eagle Lake Lift Station Improvements

Project Location: The City of Eagle Lake, Polk County, Florida

Project Background:

The City of Eagle Lake has been working since 2009 to obtain assistance toward the renovation of our 5 largest wastewater lift stations. The City is working with the Florida Department of Environmental Protection (FDEP), and has hired the engineering firm Envisors. A facility plan grant agreement between FDEP and the City was executed in 2010. Envisors was hired to develop the facilities plan. Envisors completed the facilities plan in February, 2012, and submitted the facilities plan to FDEP. The facilities plan was approved by FDEP in May, 2012. Envisors was then hired in July, 2012 to design and permit the lift station improvements. At the same time as hiring Envisors to design the lift station improvements the City submitted a Request for Inclusion for the October 10, 2012 public hearing held by the Department. The Eagle Lake Lift Station Project was considered at the October 10 hearing, and according to the October 19, 2012 letter from Deputy Director Christine Klena, the project was awarded \$222,833 in grant funds. A grant application for this project was submitted to the Department in November, 2012.

Envisors completed the lift station improvement project plans, and submitted the plans to the Department at the end of January 2013. The project was sent out for bid, and the bids came in higher than anticipated. The City is currently re-evaluating the scope of the project, and trying to get more funds from other agencies.

Project Financing:

The City of Eagle Lake has been working since 2009 to develop financing to afford the lift station renovation project. The City has enlisted assistance from the Florida Department of Environmental Protection and the USDA to finance this project. Funding sources and amounts are as follows:

FDEP Grant (Preconstruction)	\$18,684
FDEP Grant (Construction)	\$203,251
USDA Grant	\$197,500
USDA Loan	\$406,085
City Sewer Impact Fee	\$200,000
City Lift Station Fund	\$150,000
Total	\$1,175,520

The estimated cost of the lift station project is \$1,200,000 to \$1,250,000. The final cost of the project was determined by the bids submitted this summer. The bids came in higher than anticipated, and the City is re-evaluating the scope of the project. The City is trying to get more

funds from other agencies and looking into securing additional funds by obtaining short term financing from the local bank.

It has been presented to the customers that an 8% rate increase will be needed to fund the yearly principal and interest payments for the improvements. From the attached commitment from USDA the yearly payment to USDA will approximately be about \$20,000, yet an 8% increase on our rates will bring in about \$35,000 per year. The additional amount over and above the yearly USDA debt service will cover the cost of retiring the short term debt from the local bank that may be needed.

Project Description:

The Eagle Lake Lift Station Improvement Project involves the complete renovation of the three largest lift stations in the City. The renovation of these lift stations involves the installation of modern submersible pumps; updated controls; enlarged wet wells where needed and installation of generators where needed. The Department approved the lift station renovation plans, bidding for the project began, and the bids came in higher than anticipated. The City is re-evaluating the scope of the project and funding options.

All expenditures for the project will be contract expenditures, with the budget being presented below, including all tasks, and the funding source by task. No wages, travel, or fringe benefits will be paid in the project. No land will be purchased and no indirect costs will be incurred.

1.Task: Master Plan and Special Studies

1a.Deliverable: Facilities Plan

1b.Deliverable: Surveying and Special Studies

Timeline for completion: completed November 11, 2011

Budget Information: \$26,184 (\$18,684 FDEP funding; \$7,500 City)

Contractual: \$26,184

Performance Standard: approval of the Facilities Plan

Financial Consequences: no financial consequences; task is completed and paid

2.Task: Design

2a.Deliverable: Plans and Specifications

2b.Deliverable: Permits

2c.Deliverable: Bids and Contract(s)

Timeline for completion: completed August 31, 2013

Budget Information: \$119,500 (City)

Contractual: \$119,500

Performance Standard: approval of the Plans and Specifications; construction Permit(s) issued; project awarded and contract(s) signed; Notice to Proceed issued

Financial Consequences: no financial consequences; task is completed and paid

3.Task: Construction

3a.Deliverable: Contractor's Statement of Completion supported by invoices

Timeline for completion: June 30, 2015

Budget Information: \$952,835 (\$203,251 FDEP; \$329,085 USDA Loan; \$197,500 USDA Grant; \$223,000 City)

Contractual: \$952,835

Performance Standard: acceptance of Contractor's Statement of Completion supported by invoices

Financial Consequences: If funds are not available the City would not be able to proceed with construction and would be in default of contractual obligations

4.Task: Closeout

4a.Deliverable: Inspection

4b.Deliverable: O/M Manuals

Timeline for completion: June 30, 2015

Budget Information: \$77,000 (\$77,000 USDA Loan)

Contractual: \$77,000

Performance Standard: Certificate of Completion

Financial Consequences: If funds are not available the City would not be able to proceed with construction and would be in default of contractual obligations

Total Budget by Task and Deliverables:

Tasks		DEP Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
1	Master Plan	\$18,684	\$7,500	City
1a	Facilities Plan			
1b	Surveying			
2	Design	-	\$119,500	City
2a	Plans and Specs			
2b	Permits			
2c	Bids and Contract(s)			
3	Construction	\$203,251	\$329,085 \$197,500 \$223,000	USDA Loan USDA Grant City
3a	Renovated Lift Stations			
4	Closeout	-	\$77,000	USDA Loan
4a	Inspection			
4b	O/M Manuals			
Total:		\$221,935	\$953,585	
Project Total:		\$1,175,520		