

OBJECTIVE 4.1: Dredge Spoil Site Identification and Conflict Resolution

The City shall be involved in the FIND process of identifying new dredge spoil disposal sites, if proposed site(s) are to be located within Riviera Beach.

Policy 4.1.1: Before any litigation is pursued; the City will seek to resolve conflicts with other public agencies seeking a new dredge spoil disposal site(s) by utilizing the TCRPC dispute resolution process.

Policy 4.1.2: The City will participate in the development of a coordination mechanism and/or processes for designation of new dredge spoil disposal sites within the county.

PUBLIC SCHOOL FACILITIES ELEMENT GOALS, OBJECTIVES AND POLICIES

In accordance with FS Section 163.3180(13)g 1, which requires that prior to establishing a school concurrency program, the City of Riviera Beach will join with Palm Beach County, the School District of Palm Beach County, and other municipalities and adopt an interlocal agreement (ILA) which provides for the cooperation and coordination of timely delivery of adequate public school facilities at the adopted level of service among all parties at both the land use planning and residential development permitting levels.

GOAL 1 AGREEMENT TO ESTABLISH PUBLIC SCHOOL CONCURRENCY

It is a goal of the City of Riviera Beach to provide for future availability of public school facilities consistent with the adopted level of service standard. This goal shall be accomplished through the use of the ILA and recognizing the constitutional obligation of the school district to provide a uniform system of free public schools on a countywide basis.

OBJECTIVE 1.1: The City agrees to continue to implement the following:

Policy 1.1.1: Amend its comprehensive plan and to revise/update its Public Schools Facilities Element (PSFE) consistent with the requirements of Section 163.3180, Florida Statutes, and the Interlocal Agreement (ILA).

Policy 1.1.2: Amend its Intergovernmental Coordination Element as required by Section 163,3177(6)(h) 1. and 2., Florida Statutes, and the ILA.

Policy 1.1.3: Incorporate “The School District of Palm Beach County Five Year Capital Improvement Schedule” which is in the School District’s Five-Year Capital Facilities Plan into its adopted Capital Improvements Elements, and keep on file the updated and adopted School District’s Five-Year Capital Facilities Plan in order to set forth a financially feasible public school capital facilities plan, consistent with the adopted Level of Service Standards for public schools and as necessary for new or existing school redevelopment.

Policy 1.1.4: Once the School Concurrency Program commences, not issue any site-specific development orders for new residential units until the School District has reported that there is school capacity available to serve the development being approved consistent with the requirements of the ILA.

Policy 1.1.5: Cooperate with the Technical Advisory Group (TAG), a monitoring, independent group established/nominated by the parties to the ILA who – as a resource for the Parties make recommendations on capital planning, District work programs, school boundaries, and school capacity studies (SCS), among other duties.

Policy 1.1.6: The City agrees to the School Concurrency Areas (CSA) as exhibited in the map shown on Attachment B; and furthermore agrees to adopt this CSA and map along with any modifications thereof by reference into the supporting data and analysis for the Comprehensive Plan.

OBJECTIVE 1.2: The School District agrees to undertake the following activities:

Policy 1.2.1: Coordinate with the City of Riviera Beach with respect to planning with the School District regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and amendments to future land use plan elements consistent with the requirement of the agreement.

- a. The School District will prepare and update yearly a financially feasible Five-Year Capital Facilities Plan.
- b. Institute program and/or boundary adjustments as necessary to maximize utilization of capacity in order to ensure that all schools of each type in each Concurrency Service Area and each individual school operate a the adopted Level of Service, consistent with the requirements of this agreement.

Policy 1.2.2: Implement its Five-Year Capital Facilities Plan by constructing the capacity enhancing and modernization projects in that program consistent with the timing specified in the program.

Policy 1.2.3: Provide the City with the required data and analysis updated annually to support the comprehensive plan elements and any amendments relating to school concurrency.

Policy 1.2.4: Adopt a ten- and twenty-year work program consistent with the requirements of this agreement.

Policy 1.2.5: Maintain and publish data required to Section VIII for the review of proposed new residential development.

Policy 1.2.6: Review applications for proposed new residential developments for compliance with concurrency standards, consistent with the requirements of the ILA.

Policy 1.2.7: Review mitigation proposals consistent with the requirements of this agreement.

Policy 1.2.8: Prepare reports of enrollment and capacity, consistent with the requirements of the ILA.

Policy 1.2.9: Coordinate planning with the City regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and amendments to future land use plan elements consistent with the requirements of this agreement.

OBJECTIVE 1.3: Level of Service/School Capacity & Concurrency

To ensure that the capacity of schools is sufficient to support student growth at the adopted Level of Service standard for each year of the five-year planning period and through the long term planning period, for each CSA, the Parties hereby establish the LOS as set forth below. The actual LOS (utilization) for all schools of each type in each CSA and each individual school shall be established each year by the first FTE student count.

Policy 1.3.1: The following Level of Service (LOS) shall be established for all schools of each type within each CSA; 110 percent of capacity (utilization) as determined by the Florida Inventory of School Houses (FISH).

Policy 1.3.2: Up to 120 percent of FISH capacity (utilization/LOS), for individual schools subject to the results of School Capacity Study (SCS) undertaken by TAG, in consultation with the City having jurisdiction within the CSA and the School District, to determine if a particular school can operate in excess of 110% capacity.

Within the City of Riviera Beach, it is determined that Suncoast High School is the only school with the ability to operate in excess of 100 percent and up to 120 percent capacity.

Policy 1.3.3: The School Capacity Study (SCS) shall determine if the growth rate within each CSA, causing a particular school to exceed 110 percent of capacity, is temporary or reflects an ongoing trend affecting the LOS for the five-year planning period. At a minimum, the study shall consider:

- a) Demographics in the school's CSA; and
- b) Student population trends; and
- c) Real estate trends, .g. existing redevelopment and new redevelopment; and
- d) Teacher/student ratios; and
- e) Core facility capacity.

Policy 1.3.4: Upon determination by the School Board's Technical Advisory Group (TAG), if a school is planned and under contract or construction which will relieve capacity of an existing school, and the school is located in an adjacent CSA, the existing school and the CSA Level of Service shall be allowed to exceed the 110 percent Level of Service for a period not to exceed 2 years.

Policy 1.3.5: For purposes of urban infill and in recognition of the entitlement density provisions of the City of Riviera Beach's Future Land Use Element, the impact of a home on an existing single-family lot of record shall not be subject to school concurrency.

Policy 1.3.6: The City of Riviera Beach – should feel conditions warrant a modification of the adopted Level of Service (LOS) at any time – may request a review by the TAG and with 51 percent concurrence by the TAG may adopt the LOS via memorandum to the ILA.

Policy 1.3.7: With ninety (90) days after the effective date of the City's adoption of the Comprehensive Plan addressing school concurrency, the City shall adopt an ordinance regulating the issuance of development orders based on the availability of public schools at the required Level of Service. This ordinance shall be consistent with the components and provisions outlined in the Interlocal Agreement.

Policy 1.3.8: The School District agrees to review and make school concurrency determinations, for a proposed residential development for which an application for a development order is submitted. The review and determination are a four-part process which: a) accepts the residential development applications; b) calculates the development's projected students; c) compares the development's students to projected students within the Five-Year Capital Facilities Plan for Level of Service; and d) issues a determination letter. The complete Development Review Process is contained in the ILA and is incorporated by reference.

Policy 1.3.9: School Concurrency within the City of Riviera Beach may be suspended or terminated upon the occurrence certain conditions as enumerated in the ILA.

Policy 1.3.10: Upon termination of the Interlocal Agreement the City of Riviera Beach shall initiate a Comprehensive Plan Amendment to terminate school concurrency.

OBJECTIVE 1.4: Facilities Requirements

To allow for Palm Beach County School District to provide for mitigation alternatives which are financially feasible and will achieve and maintain the adopted level of service standard in each year of the five-year planning period.

Policy 1.4.1: Mitigation shall be allowed for those development proposals that cannot meet adopted level of service standard. Mitigation options shall include options listed below for which the School District assumes the operational responsibility and which will maintain the adopted level of service standards for each year of the five-year planning period.

1. Donation of buildings for use as a primary or alternative learning facility;
2. Renovation of existing buildings for use as public school facilities; and/or
3. Construction of permanent student stations or core capacity.

The site plan for buildings being renovated pursuant to number 2 above, that are fifty years of age or older, shall demonstrate that there are no adverse impacts on sites listed in the National Register of Historic Places or otherwise designated in accordance with appropriate State guidelines as locally significant historic or archaeological resources.

Policy 1.4.2: Level of service (LOS) standards shall be met within the CSA for which a development is proposed, or by using capacity from adjacent CSAs; otherwise mitigation measures shall be required for development order approval.

OBJECTIVE 1.5: Six-Year Capital Improvement Schedule

To ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standard.

Policy 1.5.1: The City of Riviera Beach, in coordination with the School District and other local governments, shall annually amend Table 1 of the Capital Improvement Element (School District of Palm Beach County Six-Year Capital Improvement Schedule), to maintain consistency with the School Board's adopted Five Year Plan and to maintain a financially feasible capital improvements program and ensure that level of service standards will continue to be achieved and maintained in each year of the five-year planning period.

Policy 1.5.2: The City of Riviera Beach shall consider as committed and existing the public school capacity which is projected to be in place or under construction in the first three years of the School District's most recently adopted Five Year Plan, as reflected in Table 1 (Six Year Capital Improvement Schedule) of the Capital Improvement Element of the City of Riviera Beach's Comprehensive Plan), when analyzing the availability of school capacity and making level of service compliance determinations.

Policy 1.5.3: The City of Riviera Beach shall amend Table 1 (Six-Year Capital Improvement Schedule) of the Capital Improvement Element when committed facility capacity is eliminated, deferred or delayed, to ensure consistency with the School District Five-Year Plan.

GOAL 2 SCHOOL FACILITY SITING AND DEVELOPMENT COORDINATION

It is the GOAL of City of Riviera Beach to maintain and enhance joint planning processes and procedures for coordination of public education facilities for planning and decision-making regarding population projections, public school siting, and the development of public education facilities concurrent with residential development and other services.

OBJECTIVE 2.1: School Facility Siting

To establish a process of coordination and collaboration between the County, local governments, and the School District in the planning and siting of public school facilities in coordination with planned infrastructure and public facilities.

Policy 2.1.1: The City of Riviera Beach shall coordinate and provide for expedited review of development proposals with the School District during the development review process to ensure integration of public school facilities with surrounding land uses and the compatibility of uses with schools.

Policy 2.1.2: There shall be no significant environmental conditions and significant historical resources on a proposed site that cannot be mitigated or otherwise preclude development of the site for a public educational facility.

Policy 2.1.3: The proposed site shall be suitable or adaptable for development in accordance with applicable water management standards, and shall not be in conflict with the adopted or officially accepted plans of the South Florida Water Management District, or any applicable Stormwater Utility or Drainage District.

Policy 2.1.4: The proposed location shall comply with the provisions of the Coastal Zone Management Element of the comprehensive plan, if applicable to the site.

Policy 2.1.5: The City of Riviera Beach shall encourage the location of schools proximate to urban residential areas by:

- Assisting the School District in identifying funding and/or construction opportunities (including developer participation or City of Riviera Beach capital budget expenditures) for sidewalks, traffic signalization, access, water, sewer, drainage and other infrastructure improvements;
- Providing for the review for all school sites as indicated in Policy 2.1.1 above; and,

Policy 2.1.6: The City of Riviera Beach shall coordinate with the School District for the collocation of public facilities, such as parks, libraries, and community centers with schools, to the extent possible, as sites for these public facilities and schools are chosen and development plans prepared.

OBJECTIVE 2.2: Intergovernmental Coordination

To establish and maintain a cooperative relationship with the School District and municipalities in coordinating land use planning with development of public school facilities which are proximate to existing or proposed residential areas they will serve and which serve as community focal points.

Policy 2.2.1: The City of Riviera Beach shall abide by the “Palm Beach County Interlocal Agreement with Municipalities of Palm Beach County and the School District of Palm Beach County to establish Public School Concurrency”, which was fully executed by the parties

involved and recorded with the Clerk of the Circuit Court of Palm Beach County on January 25, 2001, consistent with ss.163.3177(6)(h)1.and 2. F.S. and 163.3180 F.S.

Policy 2.2.2: The Technical Advisory Group (TAG) shall be established by the County, participating local governments, and the School District. The five member TAG will be comprised of a Certified Public Accountant, a General Contractor, a Demographer, a Business Person, and a Planner, nominated by their respective associations as indicated in the Interlocal Agreement to establish Public School Concurrency as aforementioned. The Technical Advisory Group shall review and make recommendations including but not limited to the following:

1. The Capital Facilities Plan;
2. The Ten and Twenty Year work programs;
3. Schools that trigger a School Capacity Study;
4. Concurrency Service Areas boundaries;
5. School District Management Reports; and
6. Operation and effectiveness of the Concurrency Program;
7. Program Evaluation Reports.

Policy 2.2.3: The City of Riviera Beach shall provide the School District with annual information needed to maintain school concurrency, including information required for the School District to establish:

1. School siting criteria;
2. Level of service update and maintenance;
3. Joint approval of the public school capital facilities program;
4. Concurrency service area criteria and standards; and
5. School utilization.

Policy 2.2.4: The City of Riviera Beach shall provide the School District with its Comprehensive Plan, along with the five-year Land Use and population projections, to facilitate development of school enrollment projections and shall annually update this information. The City of Riviera Beach shall coordinate its Comprehensive Plan and the Future Land Use Map with the School District's long range facilities maps to ensure consistency and compatibility with the provisions of this Element.

Policy 2.2.4: The City of Riviera Beach shall advise the School District of a proposed public school site's consistency with the City of Riviera Beach's Comprehensive Plan and land development regulations, including the availability of necessary public infrastructure to support the development of the site.

Policy 2.2.5: The City of Riviera Beach shall provide opportunity for the School District to comment on comprehensive plan amendments, rezoning, and other land-use decisions which may be projected to impact on the public schools facilities plan.

Policy 2.2.6: The City of Riviera Beach shall coordinate with local governments and the School District on emergency preparedness issues which may include consideration of:

1. Design and/or retrofit of public schools as emergency shelters;
2. Enhancing public awareness of evacuation zones, shelter locations, and evacuation routes;
3. Designation of sites other than public schools as long term shelters, to allow schools to

resume normal operations following emergency events.

OBJECTIVE 2.3: Population Projections

To establish a joint process of coordination and collaboration between the City of Riviera Beach, Palm Beach County and the School District in the planning and decision making on population projections.

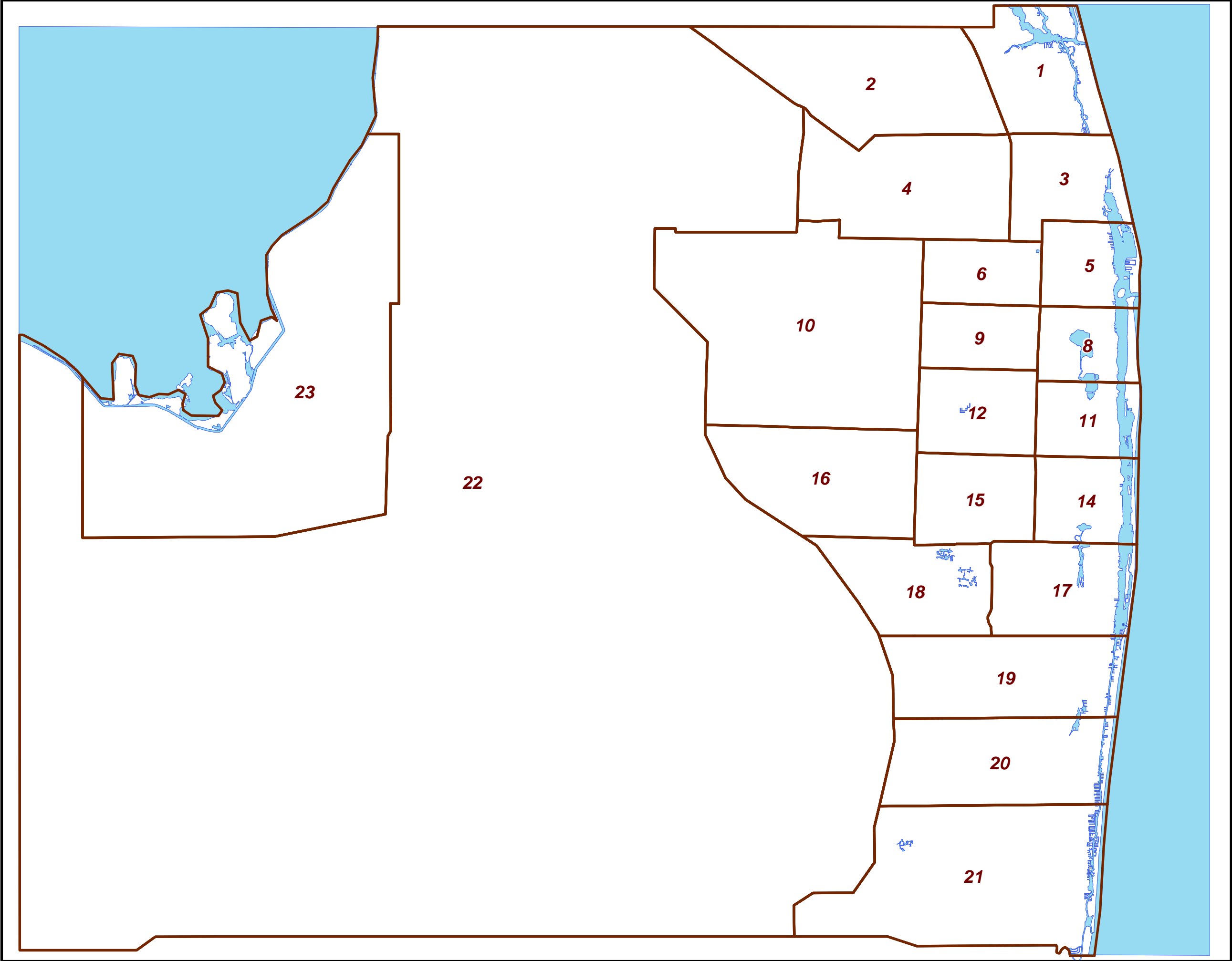
Policy 2.3.1: The City of Riviera Beach shall provide updated Land Use maps to the County for the conversion of the BEBR projections into both existing and new residential units and disaggregate these units throughout incorporated and unincorporated Palm Beach County into each CSA, using BEBR's annual estimates by municipality, persons-per-household figures, historic growth rates and development potential.

Policy 2.3.2: The City of Riviera Beach commits working with the School District, as lead data collection and interpretation agency, and Palm Beach County to improve this methodology and enhance coordination with the plans of the School District and local governments. Population and student enrollment projections shall be revised annually by the School District to ensure that new residential development and redevelopment information provided by the municipalities and the County is reflected in the updated projections. The revised projections and the variables utilized in making the projections shall be reviewed by all signatories through the Intergovernmental Plan Amendment Review Committee (IPARC). Projections shall be especially revisited and refined with the results of the most-recent Census. The responsibilities of local governments and the School District on population projections are described in the Interlocal Agreement.

Policy 2.3.3: On April 1 and October 1 of each year following the implementation of the ILA, the City of Riviera Beach shall provide the School District with the information regarding the Certificates of Occupancy issued for new residential units. The actual students generated from new residential units will be used in the data and analysis for the annual update of the School District's Five-Year Capital Facilities Plan.

SCHOOL CONCURRENCY MAP SERIES

- | | |
|---------------|---|
| PS 1.1 | The Concurrency Service Areas (CSA). |
| PS 2.1 | School Facility Locations |
| PS 3.1 | Planned Additional Capacity (Confirmed <i>Sites</i>) |
| PS 3.2 | Planned Additional Capacity (Unconfirmed <i>Sites</i>) |



PS 1.1

**CONCURRENCY
SERVICE AREAS (CSA's)**

Interstate 95

Florida's T'Pke

Secondary

CSA Boundary

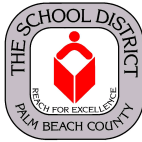
Water

Sources: The School District of Palm Beach County


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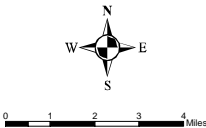
Note: Map is not official for presentation purposes only



**PALM BEACH COUNTY
SCHOOL DISTRICT**



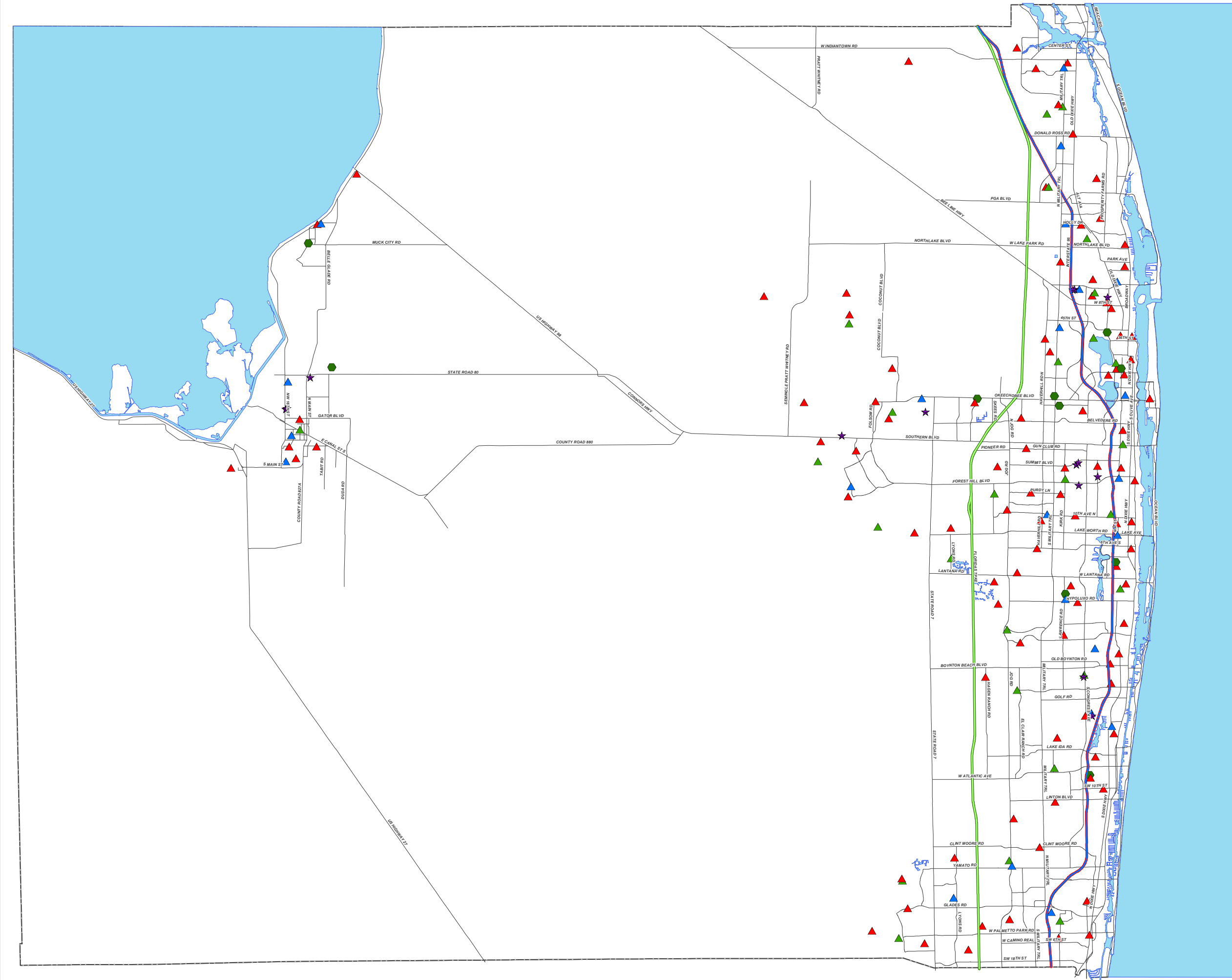
**PALM BEACH COUNTY
COMPREHENSIVE PLAN
MAP SERIES**



Effective Date: 12/18/2002

Filename: N:\Map Series\MXDs\Adopted

Contact: PBC Planning Dept.



PS 2.1

SCHOOL FACILITY
LOCATIONS

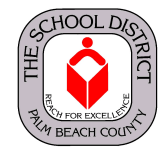
- ▲ Elementary Schools
- ▲ High Schools
- ▲ Middle Schools
- Special Schools
- ★ Ancillary Facilities
- Interstate 95
- Florida's T'Pke
- Secondary
- Water

Sources: The School District of Palm Beach County

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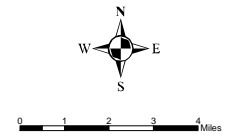
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PALM BEACH COUNTY
SCHOOL DISTRICT



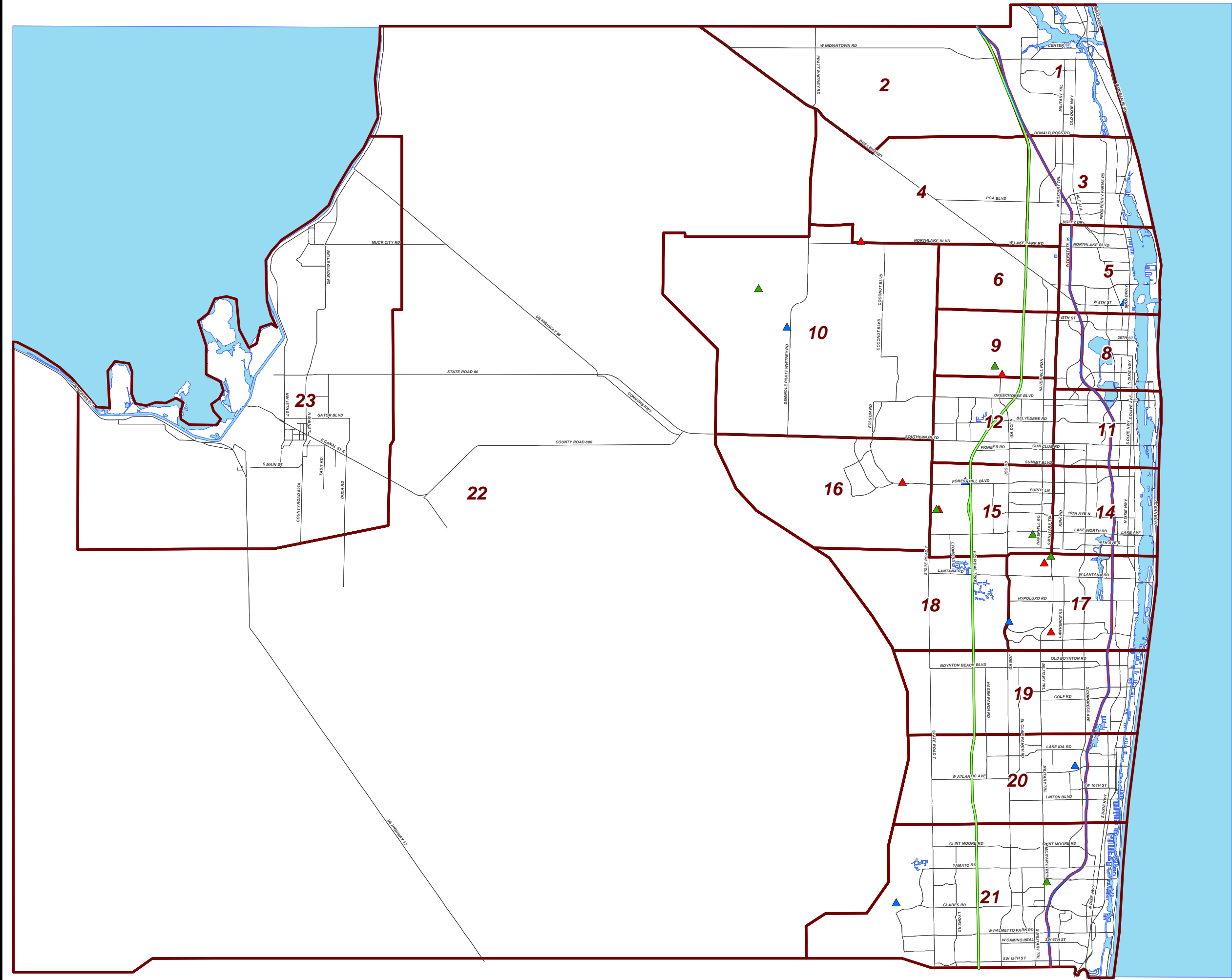
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COMPREHENSIVE PLAN
MAP SERIES



Effective Date: 12/18/2002

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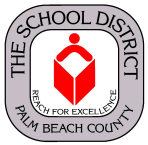
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PS 3.1
PLANNED
ADDITIONAL
CAPACITY

- ▲ Planned Elementary Sch
- ▲ Planned High Sch.
- ▲ Planned Middle Sch.
- ◆ Planned Special Sch.
- Interstate 95
- Florida's T'Pke
- Secondary
- Water
- CSA Boundary

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PALM BEACH COUNTY
SCHOOL DISTRICT

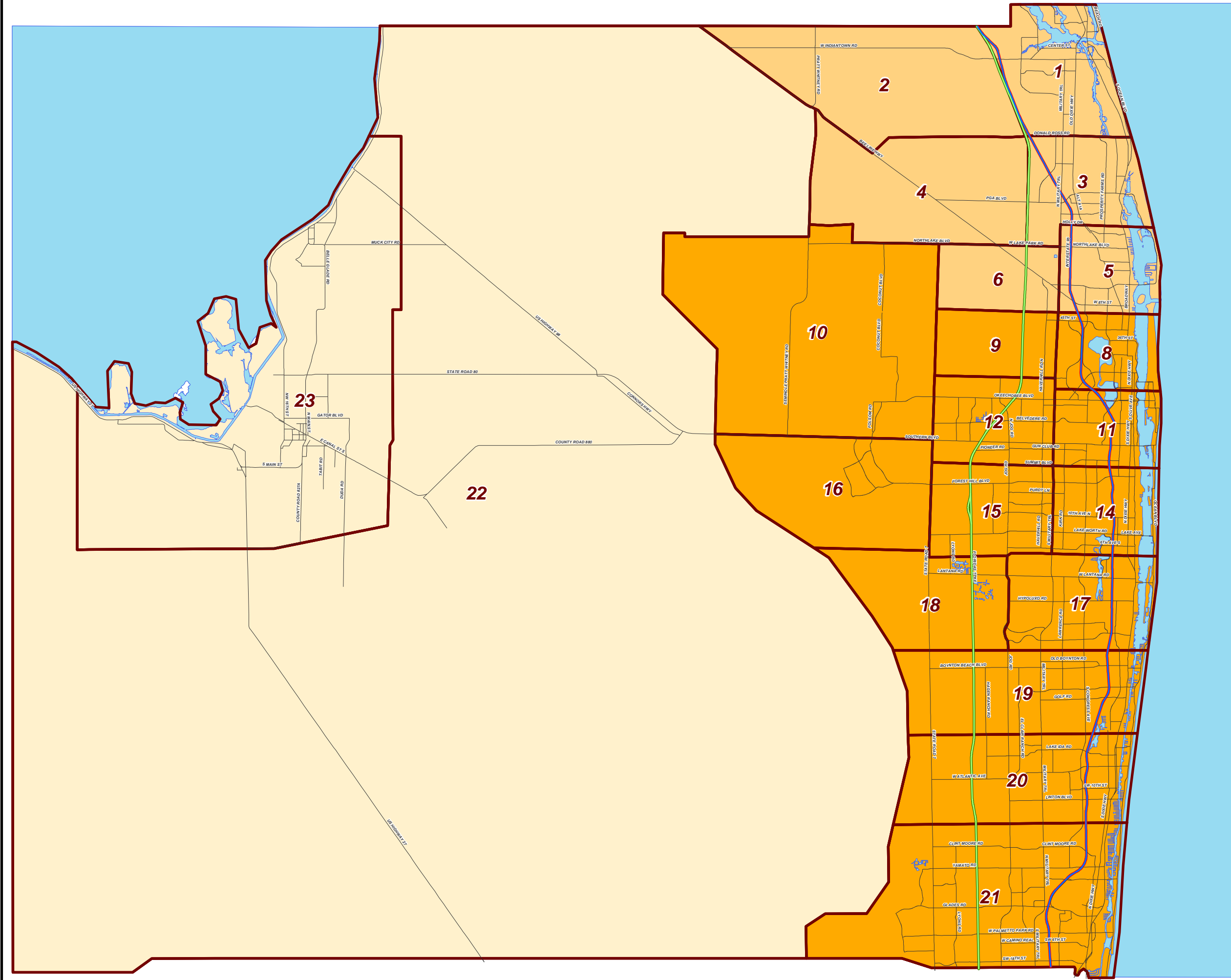


PALM BEACH COUNTY
COMPREHENSIVE PLAN
MAP SERIES



0 1 2 3 4 Miles

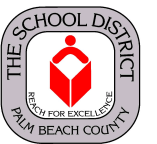
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PS 3.2
Projected Additional
Facility Demand
SY2006/07 - SY2011/12

- Interstate 95
- Florida's T'Pke
- Secondary
- Water
- Regions adding 0 schools
- Regions adding 1 school
- Regions adding 2 schools

Sources: The School District of Palm Beach County
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PALM BEACH COUNTY
SCHOOL DISTRICT



PALM BEACH COUNTY
COMPREHENSIVE PLAN
MAP SERIES



0 1 2 3 4 Miles

Effective Date: 12/18/2002
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Attachment A

1. District Concurrency Review of Proposed Residential Developments:

- a) Request for school concurrency determinations for a proposed residential development should be submitted by either the applicant or the local government, whichever is specified in the local government's concurrency ordinance.
- b) The applicant of the proposed development shall provide the following: Location, the build-out timeframe, and the number, type and size of all the residential units anticipated to be occupied each calendar year.
- c) The School District agrees to log in by date and time stamp every completed application and agrees that each application shall be proceed in the order they are received.
- d) The School District agrees that it shall review every application and issue its determination to the applicant within fifteen (15) working days of receipt of the application.
- e) The School District may charge the applicant a non-refundable application fee payable to the School District to meet the cost of review.

2. Calculate Students – Conversion of Proposed Residential Units to Students:

To determine the proposed development's projected students, the proposed development's projected number and type of residential units for each year shall be converted into projected students for all schools of each type, within the specific CSA using the School District's Student Generation Multiplier as shown in Exhibit D of this Agreement.

3. Determine Utilization – Analysis of Enrollment to Capacity for Five years:

The School District shall create a Development Review Table (DRT) for each CSA, and will use the DRT to compare the projected students from proposed residential developments to the CSA's planned growth, enrollment, capacity and utilization (LOS) over the five-year period. The Development Review Table produces a calculation of the Level of Service for each school type in each CSA. Enrollment projections shall be based on the most recently adopted Five-Year Capital Plan and the DRT shall be updated to reflect these projections by November 1st of each year.

The Figures in the Development Review Table are explained below.

Figures (1), (2), and (3) are numbers obtained from the Concurrency Service Area Tables (CSA) as shown in the School District Five-Year Capital Facilities Plan. The figures show the CSA's projected 1) enrollment, 2) capacity and 3) utilization.

Figure (4) is the projected number of new residential units in each CSA obtained from the annual disaggregation of residential units countywide, based on historic absorption rates. This established from the Palm Beach County Projected Units Table, as shown in Exhibit E of the Agreement as amended annually.

Figure (5) is the number of students expected from projected new units (Fig.4) multiplied by the student generation multiplier based upon unit type. The multiplier used in the School District's Student Generation Multiplier Table – Approved by the School Board on April 17, 2002, shown in Exhibit D of this Agreement.

Figure (6) is a list new residential developments in the order that each application is received within the CSA.

Figure (7) is a list of the number of annual units expected from each residential develop.

Figure (8) is the list of projected students from new residential development, calculated by type of unit and by school level found in the School District's Student Generation Multiplier Table shown in Exhibit D of this Agreement.

Figure (9) is the total number of students per school type from the proposed residential developments.

Figure (10) is the number of students which is the difference between the total students from new development (Fig.9) subtracted from the expected projected students from new units (Fig.5). If the number is positive the Level of Service (Fig.3) does not change.

Figure (11) is the revised student enrollment by school type determined by the difference in (Fig.10) if it is a negative number; that number of students shall be added to the projected student enrollment (Fig.1).

Figure (12) represents the Level of Service calculated and revised, if needed.

Figure (13) represents the development from adjacent a CSA (if required), recorded in the order that each application is received.

4. The Three-Year Rule

If the Level of service is exceeded, and new capacity in the CSA will be in place or under actual construction in the first three years of the School District's Five-Year Capital Facilities Program, the new capacity will be added to the capacity shown in Figure 2 and the Level of Service will be recalculated.

5. Adjacent CSA Capacity

- 1) If the projected student growth from the residential development causes the adopted LOS to be exceeded in the particular CSA and that type of school and capacity exists in one or more contiguous CSA's, the development shall receive a letter of determination of concurrency. In conducting the review, the School District shall first use the adjacent CSA with the most available capacity to evaluate projected enrollment, and if necessary shall continue to the CSA with the next most available capacity until all adjacent CSA's have been evaluated or the letter of determination of concurrency is issued.
- 2) If a proposed new development in a CSA which has been used to provide capacity for a development in an adjacent CSA causes the LOS to be exceeded, the development in the CSA which used the adjacent CSA's

capacity will be re-evaluated by using the adjacent CSA with the next highest capacity until capacity has been identified or all adjacent CSA's have been evaluated. If there is a capacity in an adjacent CSA, projected enrollment will be moved from the originally used CSA with the next highest available capacity.

- (a) The development in CSA 20 was evaluated using the adjacent CSA with the most capacity for high school students (CSA 19).
- (b) Later, a new development proposal in CSA 19 is submitted for evaluation and there is not enough high school capacity in CSA 19, or adjacent CSA's 17 and 18.
- (c) The previously approved development in CSA 20 will be re-evaluated based on capacity in CSA 21. If the capacity exists in adjacent CSA 21 (2nd highest capacity), the projected enrollment from the previous development in CSA 20 will be moved from CSA 19 and added to CSA 21.
- (d) The development in CSA 19 will be re-evaluated based on the new data for that CSA.

6. Issue Letter of Determination of Concurrency.

Letter of Determination of Concurrency shall be issued if the impacts of the proposed development's student growth do not cause the adopted Level of Service (or Tiered LOS) to be exceeded, the Letter of Determination of Concurrency shall indicate the development to be compliance. If the development is not in compliance, the Letter of Determination shall detail why the development is not in compliance and shall offer the applicant the opportunity to enter into the ninety (90) day negotiation period.