

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO:

- 1) EXECUTE A PUBLIC SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION DEVELOPMENT AGREEMENT BY AND AMONG FS PARADISE GARDENS, LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "APPLICANT"), THE SCHOOL BOARD, AND MIAMI-DADE COUNTY, IN CONNECTION WITH A 143-UNIT RESIDENTIAL DEVELOPMENT LOCATED AT S.W. 256 TERRACE AND S.W. 139 AVENUE, UNINCORPORATED MIAMI-DADE COUNTY, PROVIDING FOR MONETARY PROPORTIONATE SHARE MITIGATION PURSUANT TO THE INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING BETWEEN MIAMI-DADE COUNTY AND MIAMI-DADE COUNTY PUBLIC SCHOOLS; AND
- 2) EXECUTE ANY OTHER DOCUMENTATION THAT MAY BE REQUIRED TO EFFECTUATE IMPLEMENTATION OF THE AGREEMENT; AND
- 3) GRANT OR DENY ANY APPROVALS REQUIRED UNDER THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ISSUANCE OF REPORTS AND RELEASES, AND PLACING THE APPLICANT IN DEFAULT, AS MAY BE APPLICABLE

} REVISED

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

FS Paradise Gardens, LLC (the "Applicant") is in the process of obtaining Plat approval from Miami-Dade County ("County") for a 143-unit residential development ("Residential Development") on approximately 10.73 acres, located at S.W. 256 Terrace and S.W.

} REVISED

139 Avenue, Unincorporated Miami-Dade County, contingent upon the Applicant obtaining a school concurrency determination from the District, in accordance with the terms of the Interlocal Agreement for Public School Facility Planning Between Miami-Dade County And Miami-Dade County Public Schools ("ILA").

Pursuant to State Statutes and the ILA, the Residential Development application was reviewed by the District for compliance with Public School Concurrency. The review yielded that the applicable Level of Service ("LOS") standard was met at the middle school and high school levels, but is deficient by nine (9) elementary school seats. The impacted school is Coconut Palm K-8 Academy.

Proportionate Share Mitigation

Pursuant to the ILA, where there is insufficient capacity to address the impacts of a proposed development, representatives of the Applicant, impacted local government and District (collectively "the Parties") are to discuss ways of mitigating the development's impact, including proportionate share mitigation options ("Mitigation"). After several meetings, the Parties have reached consensus on Mitigation, subject to Board and County approval; this also allows the Parties to enter into a Public School Concurrency Proportionate Share Mitigation Development Agreement ("Agreement"), pursuant to the ILA.

Under the governing provisions, the minimum acceptable mitigation project is a classroom. In this case, to address the deficiency of nine (9) elementary student stations, Mitigation by the Applicant will be a monetary contribution equal to the cost of an elementary school classroom containing twenty-two (22) student stations (the "School Project"). To facilitate the proposed School Project, a line item in the amount of \$500,962 (the "Mitigation Cost") will be included in the District's Facilities Work Program as part of the next update, for the creation of twenty-two (22) elementary school student stations as part of a proposed addition at Coconut Palm K-8 Academy. The Mitigation Cost was derived based on the cost per student station, as published by the State of Florida DOE, for April of 2019, the date by which implementation of the School Project would likely start.

It should be noted that as required under state law and the ILA, the Applicant will be eligible to receive Educational Facilities Impact Fee Credits in an amount currently estimated at \$278,850. The final amount of the Educational Facilities Impact Fee Credit will be adjusted to reflect the actual impact fees assessed by the County for the Residential Development, once all the residential permits are issued.

Mitigation Banking

As stated above, the School Project will yield twenty-two (22) student stations, or thirteen (13) seats beyond the nine (9) student stations required to address the Residential Development's impact. Pursuant to the governing ILA, the thirteen (13) remaining seats will be made available through a Mitigation Bank to be established and administered by the District for future purchase by applicants for future residential developments affecting the same Concurrency Service Area and also in need of

providing mitigation at the elementary school level.

Public School Concurrency Proportionate Share Mitigation Development Agreement

The Agreement between the Board, County and Applicant shall contain, substantially, the following terms and conditions:

- the Applicant shall make an upfront monetary contribution to the Board of \$500,962, which is the estimated cost of constructing twenty-two (22) elementary school student stations based on the April 2019 cost per student station published by the DOE;
- the value of the School Project is to be added to the District's Facilities Work Program at the time of its next annual update following the execution of the Agreement and upon receipt of the full monetary contribution from the Applicant, as detailed above;
- upon the full execution of the Agreement by all appropriate Parties and receipt of full payment from the Applicant, the District shall issue a Finding of Available School Facility Capacity ("Finding"). Issuance of the Finding by the District shall be a pre-condition to issuance of building permits by the County for the subject Residential Development;
- as required under state law and the ILA, the District shall provide an Educational Facilities Impact Fee Credit, estimated at \$278,850, toward any Educational Facilities Impact Fees imposed by County ordinance for construction of the Residential Development. The final Educational Facilities Impact Fee Credit amount shall be determined by the County, pursuant to the then current Miami-Dade County School Impact Fee Ordinance;
- the selected monetary contribution, which will provide for the cost of construction by the District of twenty-two (22) elementary school seats, results in thirteen (13) seats in excess of the nine (9) seats needed to be mitigated by the Applicant. The District shall establish and administer a Mitigation Bank, which, in this instance, will have thirteen (13) Banked Seats available for purchase by future applicants failing to meet concurrency at the elementary school level within the same CSA. The estimated reimbursable value of each Banked Seat has been established at \$781;
- the Banked Seats may be purchased within a period of six (6) years from the date the School Board authorized the execution of this Agreement. Any remaining Banked Seats shall be deemed expired at that time;
- future residential developments may purchase Banked Seat(s) only if the Mitigation Bank has sufficient number of available seats to provide for the entire school capacity deficiency. In the event that in the future, multiple Mitigation Banks are created for the same Concurrency Service Area, the Banked Seats

shall be transferred to future residential developments in the order in which each Mitigation Bank was created;

- the Agreement shall expire upon the Parties' completion of their performance of all obligations or within six (6) years from the date that the Agreement is executed by all Parties, whichever comes first;
- the Applicant may assign its rights, obligations and responsibilities under this Agreement to a third party purchaser of all or any part of fee simple title to the Residential Development. Any such assignment shall be in writing and shall require the prior written consent of all of the Parties;
- the Applicant shall pay all recordation costs to the District necessary to record the Agreement and any related documentation, including without limitation, Assignments, if any, and Releases;
- in the event of any dispute among the Parties, each Party shall be responsible for its own Attorney's fees, and the Parties waive trial by Jury in any action, proceeding or counterclaim brought by any Party against any other Party or Parties with respect to any matter arising under this Agreement; and
- for purposes of this Agreement, the Superintendent or his/her designee shall be the Party designated by the Board to grant or deny any and all approvals required under the Agreement, including, without limitation, issuance of Reports and Releases, and placing the Applicant in default, as may be applicable.

The Agreement has been reviewed and approved for legal sufficiency by the School Board Attorney's Office, as well as reviewed by the Office of Risk and Benefits Management and found to be in compliance with risk management requirements. The Agreement, in final form, is attached hereto as Exhibit "A".

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

- 1) execute a Public School Concurrency Proportionate Share Mitigation Development Agreement by and among FS Paradise Gardens, LLC, a Florida Limited Liability Company (the "Applicant"), the School Board, and Miami-Dade County, in connection with a 143-unit residential development located at S.W. 256 Terrace and S.W. 139 Avenue, Unincorporated Miami-Dade County, providing for monetary proportionate share mitigation pursuant to the Interlocal Agreement For Public School Facility Planning Between Miami-Dade County and Miami-Dade County Public Schools; and
- 2) execute any other documentation that may be required to effectuate implementation of the Agreement; and
- 3) grant or deny any approvals required under the Agreement, including, without limitation, issuance of Reports and Releases, and placing the Applicant in default, as may be applicable.

} R
E
V
I
S
E
D

Ns:ns

