



VILLAGE OF PALMETTO BAY

June 1, 2016

Mr. Wayne Rosen
Shores at Palmetto Bay LLC
277 Galleon Court
Coral gables, FL 33143

Re: Village of Palmetto Bay for Zoning application **VPB-15-014**

Dear Mr. Rosen:

In compliance with Section 30-30.11(d), of the Village's Land Development Code, staff's analysis of the zoning application request, VPB-15-014, is hereby issued and provided to you, at least twenty (20) days prior to the hearing scheduled for June 20, 2016. The documentation submitted pursuant to the zoning application request can be found in the back-up portion of the Village's Memorandum.

Pursuant to Section 30-30.12(a), all responses to staff's report, your list of expert witnesses and their qualifications, and any other supplemental information pertinent to your request and to be presented at the hearing, must be filed with the Planning and Zoning Department fifteen (15) days prior to the hearing. The deadline for filing such information is June 5th, 2016. Any information submitted after June 5th, 2016, may only be considered during the hearing at the discretion of the Mayor and Village Council by voice vote.

*Please note in your response to this letter, the new plans which were submitted on 5/31 which indicate 30% glazing on the east side.

Sincerely,

Darby P. Delsalle, AICP
Planning and Zoning Director

STAFF REPORT

SHORES AT PALMETTO BAY

VPB-15-014



**Village of Palmetto Bay
FLORIDA**

ZONING ANALYSIS

FILE : VPB 15-04

HEARING DATE: June 20, 2016

APPLICANT: Shores at Palmetto Bay, LLC

COUNCIL DIST.: 3

A. GENERAL INFORMATION

REQUEST: Pursuant to Divisions 30-30.5, 3-50.23, and 30-120 for site plan, design considerations, and a 1,000 student K-8 charter school.

ADDRESS: The third parcel from the northeast corner of SW 97th AV and SW 180th ST

LOT SIZE: 5.02 Acres

FOLIO #: 33-5033-000-0860

B. BACKGROUND

The property in question is a 5 acre parcel west of Village Hall. It is the third parcel from the northeast corner of SW 97th Avenue and SW 180th Street. This request only addresses locating a 1,000 student K-8 charter school at the eastern end of the property and includes all right-of-way improvements along the entire perimeter of the 5 acre lot. The remainder of the property will return under a separate application at a later date and will include a mixed use development with residential and retail uses.

The property last received approval on March 17, 2014, for a mixed-use development that included a 1,400 student K-12 charter school, 88 residential units, and 7,288 square feet of ground floor commercial/retail. That approval has since expired. The property is zoned DV, Downtown Village, and is within the FAC, and Village Council is required to hold a public hearing to establish/modify the proposed charter school, to review design considerations under the new DUV code, and adoption of the site plan.

The plan calls for locating the school building along the frontage of the new Park Drive roadway adjacent to Palmetto Bay Park. The school building does not exceed three (3) stories and complies with all required setbacks. The project includes its proportionate share Park Drive build out as well as the lateral connecting streets to Fanjo Road along its north and south property lines. Build-out shall include all required pedestrian and bicycle amenities, on-street parking facilities, and landscaping. The project's is capable of accommodating up to 40 vehicle stacking spaces during school drop-off and pick-up times. Required parking is accommodated thought the use of on-street parking and a surface lot west of the school building. The surface lot will serve as the future site of a structured parking facility when the remainder of the property is approved and developed for residential and retail mixed use. Building design is tailored to provide visual breaks in the

façade and recreational facilities are provided for at both the ground and rooftop levels. The project includes public space amenities at its corners and a pedestrian paseo which links up with a similar walkway to the proposed development to the south. The revised project as submitted, date stamped May 18th, 2016, requires no variances to receive development approval.

C. CHARTER SCHOOLS PROCEDURALLY

Division 30-120 requires all requests for charter school to include a valid charter from Miami-Dade County Schools. The applicant has provided documentation of such approval. For point of reference, the School Board of Miami-Dade County (School Board) approval process for charter schools requires three public hearings, the first of which is before the Application Review Committee (ARC) and subsequently two before the Miami-Dade County School Board itself. The first School Board hearing merely accepts the findings and recommendations of the ARC. The second School Board hearing only occurs at such time that the operator is prepared to take possession of the property and commence with school operations. Notwithstanding the aforementioned process, every charter school, up to fifteen days prior to the first day of school, must submit to the Miami-Dade County School District a list of documentation that includes proof of zoning approval, fire inspection reports, certificates of use and/or occupancy, and proof of insurance, just to name a few. Part of that documentation includes a sign-off from the Traffic Engineering Division (TED) of Miami-Dade County Public Works. Without that sign-off or subsequent statement from TED indicating their acceptance of the application, the school will not have complied with the requirements of the Miami-Dade Public School District. In short, school operations cannot commence without the approvals of TED.

The State Legislature enacted several laws that provide charter schools with greater discretion in construction and location than is provided for “traditional” public schools. Further, the Legislature has imposed limits on municipal review of charter school facility applications. The State Legislature has defined “charter school” as public school. [Section 1002.31, Florida Statutes]. Florida Statute Section 1013.33(13), provides, that once a public school facility is determined consistent with the Village’s Comprehensive Plan Land Use Policies, the application may not be denied. However, the municipality may impose reasonable conditions on the development. The municipality “may consider the site plan and its adequacy as it relates to environmental concerns, health, safety and welfare, and effects on adjacent property. Standards and conditions may not be imposed which conflict with those established under Chapter 1013.33, entitled “Educational Facilities,” or the Florida Building Code, unless mutually agreed and consistent with the [Educational Facility] Inter-local Agreement.” Start-up Charter Schools are to comply with the Florida Building Code but are not required to comply with the State Requirements for Educational Facilities. [Section 1002.33(18), Florida Statutes].

Moreover, during the 2011 Legislative session, the Legislature modified Section 1002.33(18)(a), Florida Statutes, entitled “Facilities,” to provide the following restrictions on municipal review of an application:

The local governing authority shall not adopt or impose any local building requirements or site-development restrictions, such as parking and site-size

criteria, that are addressed by and more stringent than those found in the State Requirements for Educational Facilities of the Florida Building Code. Beginning July 1, 2011, a local governing authority must treat charter schools equitably in comparison to similar requirements, restrictions, and processes imposed upon public schools that are not charter schools.

Division 30-120, entitled "Public Charter School Facilities," provides basic review criteria, consistent with the review criteria used by Miami-Dade County's review of public charter school applications. "Traditional" public schools in Miami-Dade County, whether located in the Village of Palmetto Bay, or elsewhere, are subject to the public hearing process, which provides similar review criteria as found in Division 30-120, of the Village Code. The Village's procedures under Division 30-120 provides an equitable review process for Charter Schools located in the Village.

D. ZONING HEARING HISTORY:

On December 14, 2015, the Mayor and Village Council of the Village of Palmetto Bay via Ordinance No. 2015-19, created DUV Downtown Urban Village zoning provisions, and rezoned the property from MM and MN to DUV.

On March 17, 2014, the Mayor and Village Council of the Village of Palmetto Bay via Resolution No. 2014-30, approved a mixed use site plan for a 1,400 student K-12 charter school with 88 residential units, and 7,288 square feet of retail space.

On May 20, 2013, the Mayor and Village Council of the Village of Palmetto Bay via Resolution No. 2013-48, approved a mixed use site plan for a 1,400 student K-12 charter school.

On March 17, 2014, the Mayor and Village Council of the Village of Palmetto Bay via Resolution No. 2011-85, approved a site plan for a charter 1,400 student K-12 charter school.

On May 1, 2006, the Mayor and Village Council of the Village of Palmetto Bay via Ordinance No. 06-06, created the Franjo Triangle & US 1 Island Zoning District (FT&I) and rezoned the property from BU-1A to MM and MN.

On March 8, 1984, the Board of County Commissioners of Miami-Dade County via Resolution No. Z-72-84, approved a district boundary change from BU-1 and RU-4L to BU-1A. In addition, the Board approved the request to rescind and revoke a special exception for site plan approval, unusual use, and non-use variance previously approved under County Resolution 2-ZAB-512-64.

As County Zoning Resolution 2-ZAB-512-64 was rescinded it is no longer maintained in Miami-Dade County records.

On June 16, 1960, the Miami-Dade County Zoning Commission via Resolution No. 5324, denied a request for a district boundary change from BU-1, RU-1 and RU-2 to BU-1 and RU-2.

On September 18, 1958, the Miami-Dade County Zoning Commission via Resolution No. 2108, denied a district boundary change from AU to BU-3, furthermore the Commission rezoned the eastern 125' of the property to RU-1, the west 250' of the east 375' to R-2 and the remaining balance to BU-1.

On September 11, 1958, the Board of Miami Dade County Commissioners via resolution No. 2069, denied a district boundary change from AU to BU-3.

On May 27, 1959 the Miami Dade County Board of Adjustment granted the Miami Dade County Fire Department an exception of requirements that a commercial building be of masonry construction, to permit the use of an existing wood-frame building subject to a restriction of limiting the use for Fire Department occupancy, and that a permit be issued on a temporary basis subject to review by the Board from year to year.

E. NEIGHBORHOOD CHARACTERISTICS:

ZONING

Subject Property:

DV; Downtown Village

FUTURE LAND USE DESIGNATION

Downtown Urban Village
24 dwelling units per gross acre

Surrounding Properties

NORTH:	DV; Downtown Village	Franjo Activity Center
SOUTH:	DV; Downtown Village	Franjo Activity Center
EAST:	R-1; Residential Single Family	Parks and Recreation
WEST:	DV; Downtown Village	Franjo Activity Center

F. SITE AND BUILDINGS:

Site Plan Review:	Acceptable
Scale/Utilization of Site:	Acceptable
Location of Building(s):	Acceptable
Compatibility:	Acceptable

G. STAFF ANALYSIS

The analysis of the request comes in three (3) subsections. The first subsection addresses the establishment of a charter school facility pursuant to Division 30-120. The second subsection address design consideration as provided by Section 30-50.23.1.05.B. The Third subsection is a review of the site plan criteria pursuant to Section 30-30-.5. All portions of this report are incorporated into this analysis including any attached studies.

Subsection I – Establishment of a Charter School

DIVISION 30-120 VILLAGE CODE OF ORDINANCES: The project was reviewed for consistency with the relevant Sections of 30-120 entitled “Physical Standards,” of the Village Code of Ordinances. The Background Section of this report is hereby incorporated by reference into this analysis. The following is an analysis of that review.

Sec. 30-120.3. Required information. All public charter school facilities shall submit the following information to the Village's Department of Community Development for review by the department and for consideration at a public hearing:

(1) Written information:

a. Total size of the site; b. Maximum number of students to be served; c. Grades or age groups that will be served; d. Maximum number of teachers, administrative and clerical personnel; e. Maximum number of classrooms and total square footage of classroom space; f. Total square footage of non-classroom, administrative office space; g. Total square footage of non-classroom, student activity space; h. Amount and location of exterior recreational/play area in square footage; i. Maximum number and type of vehicles that will be used in conjunction with the operation of the facility; j. Number of parking spaces provided for staff, visitors and operations vehicles and justification that those spaces are sufficient for the facility; k. Number of drop-off and pick-up spaces provided for automobile and/or bus use and justification that those spaces/areas are sufficient for the transportation needs of the facility; l. Days and hours of operation; weekly and annually; m. An explanation of any such activities anticipated to be conducted in association with the charter school but typically conducted outside of the hours of operation of the charter school; n. Means of compliance with requirements of the Florida Building Code, the National Uniform Building Code; and the departmental requirements of the Miami-Dade County Fire Department, Miami-Dade County Department of Public Health, the Florida Department of Health and Rehabilitative Services, and any Federal or State regulations applicable to the specific application and occupancy; o. A copy of the charter approved by the Miami-Dade County Public School Board.

(2) Graphic information. The following graphic information shall be prepared by a Florida registered design professional: a. A plan indicating existing zoning on the site and adjacent areas; b. A site plan indicating the following: i. Location of all structures; ii. Parking layout, automobile/bus stacking areas (parent pickup, school bus delivery/pickup, and special needs locations) drives and circulation; iii. Walkways; iv. Location of recreation areas and play equipment which shall include surrounding fences and/or walls; v. Any other features which can appropriately be shown in plan form; c. Floor plans and elevations of all proposed structures; and d. Landscape plan listing quantities, size, and names of all plants.

Analysis: Applicant has submitted all required documentation

Finding: Consistent.

Section 30-120.4 Physical Standards

30-120.4(a) Outdoor areas. Outdoor recreation/play areas are not required. Where provided, the outdoor recreation/play area shall, whenever possible, be located so that the recreation/play area is not immediately adjacent to single family residences or section line roads, nor create incompatible impacts on other immediately adjacent properties. Adequate screening in the form of a wall or fence and landscaping shall be provided wherever the outdoor/play area abuts a property under different ownership.

Analysis: The submitted plan shows the play area to be located on the roof and in the front of the building. State regulations do not require charter schools to provide outdoor recreation areas. [1002.33(18)(a), Fla Stat.] The proposed roof-top and front yard are located internally within the site and is screened from the adjacent properties by the principle buildings and a fence located along the periphery of the site.

Finding: Consistent

30-120.4(b) Signs. Signs shall comply with district regulations as contained in the Code; provided, however, that total square footage of all signs in any residential district shall not exceed six square feet.

Analysis: The application did not include a signage plan. The applicant shall be required to comply with all sign requirements as mandated by Section 30-90 of the Land Development Code Entitled "Sign Regulation."

Finding: Conditionally consistent pending submission and approval of a signage plan consistent with Section 30-90 of the Land Development Code.

30-120.4(c) Automobile Stacking. Stacking space, defined as that space in which pickup and delivery of children can take place, may be provided in the form of specified parking stall and/or areas clear of vehicular drive aisles. Stacking space shall be provided for a minimum of two automobiles for charter schools with 20 to 50 children; schools with 41 to 60 children shall provide four spaces; thereafter there shall be provided a space sufficient to stack five automobiles.

Analysis: The site plan indicates 800 linear feet of stacking space, enough to accommodate 40 stacked vehicles onsite where a minimum of 5 is required.

Finding: Consistent

30-120.4(d) Bus stacking. Stacking space shall be provided to accommodate the transportation needs of the children to the facility without causing back up

on to adjacent public rights-of-ways or substantial disruption to adjacent uses.

Analysis: The application does not include bus drop off/pick up zones and none are required per the School Board or Florida Statute.

Finding: Consistent

30-120.4(e) Parking requirements. Parking requirements shall be as required by the Miami-Dade County Public School Board for the type and size of school proposed.

Analysis: Per Section 30-120.4(e), parking requirements for charter schools shall be as provided in the Florida Building Code. The remainder of the site shall comply with Division 30-50.18(5) and 30-70 of the Village's Land Development Code. The school component is required to have 77 parking spaces. The application includes an at grade parking area which provides 94 parking. The project contemplates a surplus of 17 parking spaces.

Finding: Consistent

30-120.4(f) Height. The building height shall not exceed the height permitted for the underlying zoning district.

Analysis: The maximum building height permitted in the underlying zoning Downtown Village, DV sector is 56 feet. The proposed school structures have a maximum height of 50'-6".

Finding: Consistent

30-120.4(g) Landscaping. Landscaping and trees shall be identified and provided in accordance with Division 30-100 of this Code for the underlying zoning district.

Analysis: The proposed landscape plan meets the general requirements of Division 30-100.

Finding: Consistent

30-120.4(h) Charter school facilities as described herein shall be prohibited from operating on property abutting or containing a water body such as a pond, lake, canal, irrigation well, river, bay, or the ocean unless a safety barrier is provided which totally encloses or affords complete separation from such water hazards. Swimming pools and permanent wading pools in excess of 18 inches in depth shall be totally enclosed and separated from the balance of the property so as to prevent unrestricted admittance. All such barriers shall be a minimum of 48 inches in height and shall comply with the following standards:

1. Gates. Gates shall be of the spring back type so that they shall automatically be in a closed and fastened position at all times. Gates shall also be equipped with a safety lock and shall be locked when the area is without adult supervision.

2. Safety barriers. All safety barriers shall be constructed in accordance with the standards established in the Code, except that screen enclosures shall not constitute a safety barrier for these purposes.

Analysis: The subject site is not located near or adjacent to any body of water nor does the application include a pool facility.

Finding: Consistent

30-120.4(i) Lot coverage and floor area ratio. The charter school facility shall not exceed the lot coverage and floor area ratio allowed by the underlying zoning district.

Analysis: The DUV zoning district has no maximum lot coverage requirements subject to meeting all other zoning requirements (ie. setback requirements).

Finding: Consistent

30-120.4(j) Building setbacks. The charter school facility shall comply with the setbacks established in division 30-60.6 of this Code for buildings of public assemblage as allowed by the underlying zoning district.

Analysis: Section 30-60.15(c), of the Village's Land Development Code provides that buildings used for public assemblage located in office/residential, business or mixed use districts may be permitted with the same yard requirements and setbacks as required of the office, business and mixed-use building legally allowed in those districts. The proposed charter school facility complies with all setback requirements of the underlying zoning district DUV.

Finding: Consistent

Sec. 30-120.6. Plan review standards.

30-120.6(a) Scale. The scale of the facility shall be compatible with the scale of surrounding uses.

Analysis: The property to the east of the project is Palmetto Bay Park and to the west are Village Hall and a strip retail center. The lot to the north is undeveloped and is owned by the adjacent Miami Children's Hospital. The properties to the south are developed with office buildings and a proposed multi-story mixed use development. The proposed scale of the application is compatible with the underlying zoning designation's allowable heights, massing and

setbacks. The intent of the DUV was to provide for a more urban scale of development as contemplated by the application.

Finding: Consistent

30-120.6(b) Compatibility. The design shall be compatible with the design, types of uses, and intensity of uses of the facility site, surrounding buildings, and/or adjacent uses. The applicant shall provide an explanation regarding any activities anticipated to be conducted in conjunction with the charter school.

Analysis: The architectural design, layout and massing of the proposed structures are compatible with the urban characteristics envisioned in the DUV district and the Village's Comprehensive Plan. The proposed charter school use is permitted both by zoning and the Village's Land Use Plan. The existing surrounding uses: Miami Children Hospital, Village Hall, Palmetto Bay Park, Public Works Building and the Miami-Dade County Fire Rescue Station, may be considered uses consistent with the application. The property is not adjacent to any low density single family residential developments.

The applicant has not submitted a list of other civic activities that may occur at the site beyond regular school day activities. Applicant must provide a list of anticipated events (civic group meetings, sporting events, etc.)

Finding: Conditionally consistent upon submission and approval by Planning and Zoning Director of civic activity list.

30-120.6(c) Buffers. Buffering elements shall be utilized for visual screening and substantial reduction of noise levels at all property lines where necessary to comply with division 30-60.11 of this Code.

Analysis: Pursuant to State Statute, charter schools are not required to provide recreational areas. Nevertheless, the site plan includes use of the front courtyard and rooftop for such purposes. The design surrounds the courtyard and serves as a semi-sound barrier.

Finding: Consistent

30-120.6(d) Landscaping. Landscape shall be preserved in its natural state insofar as it is practicable by minimizing the removal of trees or the alteration of favorable characteristics of the site. Landscaping and trees shall be provided in accordance with this Division 30-100 of this Code for the underlying zoning district.

Analysis: The existing site is largely free of any trees, with the exception of a few mango trees as the site was formally part of a grove but now consists mostly of grasses. The landscape plan complies with all requirements as per DERM and Division 30-100 of the Code. The applicant will be required to comply with the street tree requirements and street improvement requirements. This

will be reviewed during site plan administrative review for compliance. Upon approval the applicant must obtain a tree removal permit as per code.

Finding: Conditionally consistent pending appropriate permit approvals from DERM and compliance with 30-50.18(e)

30-120.6(e) Circulation. Pedestrian and automobile/bus circulation shall be separated insofar as is practicable. All circulation systems shall adequately serve the needs of the facility and be compatible and functional with circulation systems outside the facility. Automobile and bus stacking spaces shall be provided to accommodate the drop-off and pick-up needs without causing substantial disruption to adjacent right-of-ways or the surrounding uses.

Analysis: The Traffic Impact Study dated April 5, 2016, the Updated PM Traffic Impact Study dated April 5, 2016, and the site plan are found to be acceptable by the Village's traffic engineering.

Every charter school, up to fifteen days prior to the first day of school, has to submit to the Miami-Dade County School District a list of documentation that includes proof of zoning approval, fire inspection reports, certificates of use and/or occupancy, and proof of insurance, just to name a few. Part of that documentation includes a sign-off from the Traffic Engineering Division (TED) of Miami-Dade County Public Works. Without that sign-off or subsequent statement from TED indicating their acceptance of the application, the school will not have complied with the requirements of the Miami-Dade Public School District. In short, school operations cannot commence without the approvals of TED.

Finding: Conditionally consistent provided the site plan and operations of the facility conforms to the site plan date stamped April 5, 2016, the approved traffic engineering study; the submitted and any subsequent submissions to TED as provided in the analysis above.

30-120.6(f) Service areas. Wherever service areas are provided, they shall be screened and so located as to be compatible with the adjacent properties.

Analysis: All service areas for the project are located within enclosed structures.

Finding: Consistent

30-120.6(g) Parking areas. Parking areas shall be screened and so located as to be compatible with the adjacent properties.

Analysis: The main parking areas is an at grade parking surrounded by a vegetated landscape buffer.

Finding: Consistent

30-120.6(h) Operating time. The operational hours shall be compatible with the activities of other adjacent properties.

Analysis: The charter school will adhere to the typical public school calendar. The proposed project will be consistent with other similar neighborhoods and communities that host public schools adjacent to public amenities, businesses, and civic centers. The traffic study addresses school start time and dismissal times providing schedule's based loosely on the facility's elementary and middle school programs. The study appears to reflect that any impact of the facility will fall into acceptable LOS standards.

Finding: Conditionally consistent provided the applicant conforms to the start and dismissal scheduled as outlined in the traffic study and traffic operations plan. Any changes thereto shall be supported by the findings of a professional traffic engineering study and be subject to peer review by a Village appointed engineer. All costs for such review shall be born by the applicant.

30-120.6(i) Fences and walls. Outdoor recreation and/or play areas shall be enclosed with fences and/or walls at a minimum height of five feet.

Analysis: A fence is identified on the plan.

Finding: Consistent

Subsection II. Design Considerations

The following subsection is a review of those relevant sections of the DUV code which require Council approval to be incorporated into the proposed site plan.

Design Considerations. The following analysis is provided pursuant to 30-50.23.1.05.B as it pertains to Design Considerations. The DUV provides an opportunity for property owners to develop their properties in a manner that supports urban design objectives that promote a cohesive, mixed-use downtown area. The intent of the code is to encourage each project to bring forward unique plans which may require "Design Considerations," that lead to a better project.

- 1) Section 4.03.G.3. *For buildings on sites with greater than 300 feet of frontage, along a street, a pedestrian only paseo, a minimum 15 feet in width, and is no more than 200 feet from a street or other pedestrian paseo shall be provided.* The design of the proposed pedestrian paseo is located on the site to match the paseo on the adjacent parcel.
- 2) Section 4.03.H.1(a). *No building shall occupy more than 250 feet of continuous frontage, along any street within the DUV.* The intent of the code was to prevent a building spanning the full length of long block resulting in a megalithic wall that discourages the movement of pedestrians in a friendly manner. This code did not take into account building uses which would be designed on the short end (north south buildings on the specific lots along park road. As a result, this is a unique situation since a charter

school is being proposed and the design is attempting to stay at three stories to reduce the impact to the property owners to the east. The plan has built in open spaces. Additionally, the building façade undulates along its street frontages giving the appearance of breaks which provides for a greater visual design.

- 3) Section 4.03.H(1) *Parapet wall shall be a maximum 40 inches tall, measured from the top of the highest slab for a flat roof.* In this design, the rooftop has been used as a play area. As such play areas require an eight foot barrier to ensure adequate student safety. The design uses a combination of four foot parapet along with a four foot fence.
- 4) Section 4.03.H.3. *Buildings shall be built according to the minimum/maximum heights by sector, Sec.3.02 A-D 1. For the purpose of calculating the number of stories in a building, stories shall be defined as the occupied space between finished floor and finished ceiling. Table 33 identifies the permitted heights for individual stories, within each building type.* The code minimum of a fourteen foot ground floor ceiling height was designed for a retail use to be located at the ground floor. A school however, is a unique situation. The design of the building is only three stories in keeping with the code, and as such the lower ceiling height is necessary in order to achieve the proposed plan. The intent of the developer was to keep the building to three stories to lessen the impact on the adjacent neighbors. The request allows for a design which would not increase the height of the building but still achieves the end result of accommodating the requested number of students.
- 5) Section 4.04.A(8) *Requires 30% fenestration.* The applicant is requesting 26.11 along the east frontage, 21.67 along the north frontage and 20.55 along the south frontage. The applicant has proposed a unique design for the site and has provided many interesting design features such as the angled entrances and the rooftop design. The intent of the code was to create a visually interesting design which had flow and movement. The proposed design meets that requirement while coming close to the required fenestration by shifting the building back at multiple places to visually create more flow along the building and provide for a better design.
- 6) Section 4.03.H.b.(1). *Break in building facade shall be recessed from the build-to line, up to two (2) feet maximum and shall be at a minimum, be the height of the base element of the building, where required.* The applicants design expands the private open space by shifting the building back at multiple places to visually create more flow along the building and provides for a better design by allowing for more green space at the street level.

Subsection III. Site Plan Review

Sec. 30-30.5(j)(1). – Site Plan Review Requiring Public Hearing: The project was reviewed for consistency with the relevant Sections of 30-30.5(j)(1), of the Village Code of Ordinances. The following is an analysis of that review.

Criteria a: In what respects the plan is or is not consistent with the Comprehensive Plan and the purpose and intent of the zoning district in which it is located.

Analysis: In reviewing the Village's Comprehensive Plan, the following Goals, Objectives, and Policies (GOP) below were identified as relating to the proposed amendment. Each GOP is provided with a brief analysis. The finding of those analysis's is provided at the end of this criterion.

Land Use Element

Policy 1.1.1: Franjo Activity Center (FAC). This designation encourages development or redevelopment that seeks to facilitate multi-use and mixed-use projects that encourage mass transit, reduce the need for automobile travel, provide incentives for quality development, provide for the efficient use of land and infrastructure, provide for urban civic open space, and give definition to a pedestrian urban form. The Franjo Activity Center is intended to support the achievement of a residential to non-residential balance that increases the opportunities for transportation demand management alternatives including but not limited to walking and transit, reduced vehicle miles traveled, and reduced single use trips. The Franjo Activity Center shall serve as a significant, multifamily, employment, office and commercial center of the Village.

Development within the Franjo Activity Center shall:

1. Focus on the effective mix of office, service, retail, entertainment, residential, community facilities, open space and transportation uses that will promote a lively, livable, and successful downtown area;
2. Encourage a pedestrian oriented core;
3. Promote mass transit and other forms of transportation as an alternative to the automobile that will link to the Miami-Dade mass transit system and the Village's local I-bus service or any predecessor service thereto;
4. Encourage the integration of transportation and transit systems with land use;
5. Allow for development and redevelopment activities at varying density and intensity ranges, and allow for the transfer of densities and intensities for properties within the boundaries of the FAC, as may be permitted by the Village;
6. Promote compact, innovative land development;
7. Promote creative siting of buildings, transportation routes, and open space to create vistas that will unite the downtown areas, link the downtown with the rest of Franjo Activity Center area, and

Total densities and intensities of development within the Franjo Activity Center shall be as follows:

- Residential Land Uses – 5,389 dwelling units, of which 1,246 are to be held in reserve by the Village to be allocated by the Village at the time of site plan approval;

- Commercial/Office/Retail – 1,500,000 square feet, of which 500,000 square feet are held in reserve to be allocated by the Village at the time of site plan approval.
- Urban Open Space/ Recreation Uses with a level of service within the FAC of .25 acres per 1,000 residents within the FAC.

Community facilities will continue to be permitted with the FAC designation. Industrial uses and those uses which are determined to be detrimental to the goals of the FAC Master Plan are prohibited.

The Village may use innovative land development regulations such as transit and pedestrian-oriented development, transfer development rights, development bonuses and minimum land use densities/intensities to ensure an appropriate land use pattern for the Franjo Activity Center. These regulations shall encourage the integration of transportation and transit systems with land use in order to promote effective multi-modal transportation.

Analysis: The application is a project to construct a charter school on the eastern portion of the land. The remainder of the land is to be submitted at a later date for residential and retail mixed use. The site plan for the school provides for a compact urban design which encourages multimodal opportunities and pedestrian/bicycle activities.

Finding: Consistent

Policy 1.1.8: Discourage land use patterns indicative of urban sprawl in the FLUM and any amendment applications by dictating compact development, mixed use where appropriate, and efficient use of public facility capacity and resources, while protecting single-family neighborhoods.

Analysis: See Background Section. The project is located within the FAC land use designation and DUV zoning district which contemplates an urban compact form with appropriate separations from lower density residential areas. The school portion of the property is optimized at the eastern end with parking and stacking facilities west thereof. The parking area will be later integrated with a multi-structured facility when the remainder of the property is developed for mixed-use. The school facility follows the urbanized design format and should integrate well as residential development within the downtown area begins to come on-line. This synergy should offer area families the ability to have their children walk to the school thus reducing future automobile trips typically associated with suburban style facilities.

Finding: Consistent.

Policy 1.4.1: Public schools continue to be allowed in all land use categories shown on the adopted Future Land Use Map and in all zoning districts contained

on the Land Development Code (LDC). However, if located in or near neighborhoods, adverse impacts to the tranquility of the residents around the school and in the surrounding neighborhood must be minimized to the maximum extent possible.

Analysis: Policy 1.4.1 permits public schools within all land use categories. Per Section 1002.33(1), Florida Statutes, charter schools are considered public schools and pursuant to Section 1002.33(18), Florida Statutes, are to be treated "equitably." Additionally, Section 1013.33(13) requires, if a school facility is consistent with the Village's Comprehensive Plan Land Use Policies, the application may not be denied. The municipality, however, may impose reasonable conditions on the development. The charter school is adjacent to a 17 acre park and adjoins Franjo Road. The property is located within the Village's "Franjo Activity Center" land use designation, which allows for low institutional uses. A charter school is an institutional use.

Finding: Consistent.

Transportation Element

Policy 2A.1.1 The Village of Palmetto Bay recognizes the Urban Development Boundary (UDB) designated by Miami-Dade County and the Urban Infill Area UIA¹ within its municipal limits. Pursuant thereto, the minimum acceptable peak-period LOS for all State and County roads within the UDB shall be the following:

* * *

2. Between the UDB and UIA:

* * *

(3) Where extraordinary transit service, such as express bus service, parallel roadways within a half-mile shall operate at no greater than 120% of their capacity.

Analysis: See Policy 2.A.1.2 below. The project is within a designated Community Urban Center (both in the Village's Comprehensive Plan and Miami-Dade County's Comprehensive Master Development Plan) and is within a ¼ mile of Rapid Transit Station. It is therefore exempt from traffic concurrency. However, the underlying development regulations guiding the form of this development are supported by a prior study performed by Richard Garcia and Associates Inc., and peer reviewed by Marlin Engineering which provided for a road network capable of managing anticipated demand. This project is consistent with those tenets.

¹ The UIA is defined as that area east and south of the State Road 826 (the Palmetto expressway) and 77th Avenue (including those portions of theoretical SW 77 Avenue.

The applicant's traffic study and the peer review dated May 26th, 2016 indicate that there is existing capacity to deal with the trips generated by this project and will have minimal impact on the community.

Finding: Consistent.

Policy 2A.1.2 Palmetto Bay recognizes five "rapid transit stations" and two community urban centers serving the South Dade Busway that illustrated on both the Village of Palmetto Bay Future Land Use Map and the Miami-Dade County Land Use Plan as locations for future transit oriented development. Consistent with the Miami-Dade County's CDMP, the Village will continue to exempt development applications from traffic concurrency requirements that lie within one-quarter (1/4) mile of one of these rapid transit stations or community urban centers provided that they include office, hotel, or residential land uses and are designed in such a manner to support convenient use of the transit corridor.

Analysis: See Policy 2A.1.1. The project is within a designated Community Urban Center (both in the Village's Comprehensive Plan and Miami-Dade County's Comprehensive Master Development Plan) and is within a 1/4 mile of Rapid Transit Station. Although this project is exempt from traffic concurrency, the prior study performed by Marlin Engineering which was relied upon to establish the DUV district provided for a road network capable of managing anticipated demand. This proposal is consistent with that study.

The applicant's request is to reduce the total number of students from 1,400 to 1,000. Since the original approval met the requirements and was approved the reduction is clearly consistent.

Finding: Consistent.

Policy 2A.1.6 In connection with future development, all roadway, transit, bicycle and/or pedestrian improvements shall be built by the respective developer(s), in accordance with the Village's adopted subdivision regulations, and be in place prior to issuance of a final Certificate of Occupancy.

Analysis: The proposed application includes pedestrian facilities adjacent to the right-of-ways with connections to the site. The application provides for bike paths streets and sidewalks. In addition the developer shall be installing a public pedestrian paseo to allow for the movement of people on the site.

Obj. 2A.5 Bicycle and Pedestrian Facilities
Increase the amount of pedestrian and bicycle activity within the Village by providing adequate facilities to promote friendly pedestrian and bicycle environments.

Analysis: The proposed project provides for wide pedestrian walkways, bicycle lanes, and bicycle racks.

Finding: Consistent.

Obj. 2B.1 Transit and System Improvements

Increase utilizations of transit service by local residents, employees, and visitors to help reduce motor vehicle use and traffic congestion.

Analysis: See Policy 2A.1.2. The proposed project is across the street from a proposed multimodal facility that will link commuters to the adjacent South Dade Busway.

Finding: Consistent.

Policy 2B.2.4 Provide incentives, such as increased allowable density or reduced parking requirements, to developers of all residential, commercial and/or general office land uses within identified mixed-use land use categories that place public transit facilities within their parcels.

Analysis: See Policy 2A.1.2. The proposed project falls into acceptable intensity ranges as provided by the FAC land use designation and the DUV zoning code. The project is within a ¼ mile of Miami-Dade County's Rapid Transit Stations and across the street from the Village's proposed multimodal facility. It is believed this proximity will encourage mass transit usage of the residents and visitor to this facility.

Finding: Consistent.

Infrastructure Element

Policy 4A.1.1 The adopted level of service standard adopted by the Miami-Dade Water and Sewer Department (WASD) for potable water service within the Village of Palmetto Bay is:

- a. The Regional Treatment: System shall operate with rated maximum daily capacity no less than 2% above the maximum daily flow for the preceding year, and an average daily capacity 2% above the average daily system demand for the preceding five years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.
- b. Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Rescue Department, minimum fire flows based on the land use served shall be maintained as follows:

<u>Land Use</u> (gpm)	Min. Fire Flow
Single Family Residential Estate	500
Single Family and Duplex; Residential on Minimum lots of 7,500 sf	750
Multi-Family Residential; Semiprofessional Offices	1,500
Hospitals; Schools	2,000
Business and Industry	3,000

- c. Water Quality: Meet all federal, state, and county primary potable water standards.
- d. Countywide Storage: Storage capacity for finished water shall equal no less than 15% of countywide average daily demand.

Analysis:

Miami-Dade County is the utility that shall provide potable water service to the proposed development. The project is adjacent to existing potable waterline(s), however it is not clear at the time of this writing whether those lines have laterals available for connection. Manner of connection to the potable water system shall be determined Miami-Dade County at the time of permitting/platting. Any underground work within the right-of-way shall be coordinated with the Village to minimize operation impact to the adjacent roadway(s).

As of 2012, Florida Department of Environmental Protection granted water treatment capacity for potable water for Miami-Dade County at 1,489 MGD, and permitted water treatment capacity for non-potable water was at 117 MGD. The Village Currently consumes approximately 2.28 MGD.

The proposed development shall be required to ensure prescribed water pressures are maintained. Countywide Storage capacity for finished water is in compliance with the 15% countywide average daily demand.

Finding:

Consistent.

Policy 4B.1.1:

The adopted level-of-service standard established by the Miami-Dade County Water and Sewer Department (WASD) for sanitary sewer service within the Village of Palmetto Bay is:

- a. Regional wastewater treatment plants shall operate with a physical capacity of no less than the annual average daily sewage flow.

- b. Effluent discharged from wastewater treatment plant shall meet all federal state and county standards of 100 gallons, per capita, per day.
- c. The system shall maintain the capacity to collect and dispose of 102 percent of the average daily sewage demand for the preceding 5 years.

Analysis: See Policy 4.A.1.1. Miami-Dade County is the utility that shall provide sanitary sewer service to the proposed development. The area is served by wastewater facilities. Pump station PS 30-1147 serves the area, has a maximum capacity of 1,045,522 gallons per day, is currently operating at 7.6%. Manner of connection to the potable water system shall be determined Miami-Dade County at the time of permitting/platting. Any underground work within the right-of-way shall be coordinated with the Village to minimize operation impact to the adjacent roadway(s).

Current water consumption within the Village is 93.45 GPD, per capita. Consumption generally corresponds to waste. This number is well below the 100 GPD, per capita and within the 102 percent of the average daily sewage demand.

Finding: Consistent.

Policy 4B.2.1: See Policy 4B.1.1. Encourage future development into areas that are already served, or programmed to be served, by Miami-Dade County WASD sanitary sewer facilities.

Analysis: The property is served by a sanitary sewer gravity line. The servicing pump station is currently operating at 7.6% capacity.

Finding: Consistent.

Policy 4C.1.1 The storm-water management LOS standards for Village of Palmetto Bay are: Water Quality Standard. Storm-water facilities shall be designed to meet the design and performance standards established in Ch. 62-302.500 and 25.025, F.A.C., with treatment of first one (1) inch of rainfall runoff Water Quality Standard. Where two or more standards impact a specific development, the most restrictive standard shall apply:

- a. Post development runoff shall not exceed the pre-development runoff rate for a 25-year storm event, up to and including an event with a 24-hour duration.
- b. Treatment of the runoff from the first one (1) inch of rainfall onsite or the first 0.5 inch of runoff, whichever is greater.

Analysis: Storm-water projects have been completed throughout much of the downtown area. This element is reflective of improvements that would need to be performed at the time the property is the subject of a development order request. As such, any future development of the

property will require full compliance with this element at the time of platting/building permitting.

Finding: Consistent.

Obj. 2A.5 Bicycle and Pedestrian Facilities
Increase the amount of pedestrian and bicycle activity within the Village by providing adequate facilities to promote friendly pedestrian and bicycle environments.

Analysis: The proposed project provides for wide pedestrian walkways, bicycle lanes, and bicycle racks.

Finding: Consistent

Obj. 2B.1 Transit and System Improvements
Increase utilizations of transit service by local residents, employees, and visitors to help reduce motor vehicle use and traffic congestion.

Analysis: See Policies 2A.1.1 and 2A.1.2.

Finding: Consistent

Policy 4D.1.1 The adopted level-of-service standards maintained by the Miami-Dade County Department of Solid Waste Management for solid waste services within the Village of Palmetto Bay is 9.9 pound, per capita, per day and to maintain solid waste disposal capacity sufficient to accommodate waste flows committed to the system through long-term interlocal agreements or contracts along with anticipated non-committed waste flows for a period of five (5) years in accordance with Miami-Dade County's Comprehensive Development Master Plan.

Analysis: The Village of Palmetto Bay generates approximately 41,000 tons of solid waste annually which equals a rate of approximately 9.3 pounds, per capita, per day. This accounts for only approximately 1.5% of total waste generated. As of 2003, the South Dade Landfill has a capacity of 9.148 million tons with a life expectancy through 2032. Actual impact to LOS of any site plan shall occur at site plan review or building permitting.

Finding: Consistent.

Parks Element

Policy 7.1.3 Maintain a balance of active parks, passive parks, and natural areas to meet the needs and expectations of Village residents, and seek future opportunities to increase the number of pocket parks and other urban open spaces distributed throughout the Village.

Analysis: The proposed development includes provisions for public open spaces at each corner of the lot as well as a pedestrian paseo that links with the proposed development to its south.

Finding: Consistent

Policy 7.1.8 Ensure that ample parks and open space is a key component in the development of the Palmetto Bay Village Center and the Franjo Road/US 1 Commercial Area mixed-use areas.

Analysis: See Policy 7.1.3.

Policy 7.2.4 Continue to look for opportunities to provide parking spaces and bicycle racks at recreation sites where they are now lacking or inadequate.

Analysis: Please see Policy 2A.5. The proposed project provides for wide pedestrian walkways, bicycle lanes, and bicycle racks.

Education Element

Ob. 10.1 Work with Miami-Dade County Public Schools towards the reduction of the overcrowding which currently exists in Miami-Dade County Public Schools, while striving to attain an optimum level of service pursuant to Objective 2. Provide additional solutions to overcrowding so that countywide enrollment in Miami-Dade County's public schools will meet state requirements for class size by September 1, 2010.

Analysis: All public schools within the Village are under capacity. Charter schools are by state law, public schools. Approval of this request will contribute to the overall inventory of available classroom capacity.

Finding: Consistent.

Policy 10.3.2: In the selection of sites for future educational facility development, the Village encourages Miami-Dade County Public Schools to consider whether a school is in close proximity to residential areas and is in a location that would provide a logical focal point for community activity.

Analysis: The property in question is within the DUV zoning district. The properties to west are zoned DUV, and include Village Hall along with some retail strip shopping centers. The properties to the north and south are zoned DUV. The property to the east is Palmetto Bay Park. Designed for an urban environment, it is believed the project will contribute to serving as a focal point for community activity once adjacent residential development begins to come online within the downtown area.

Finding: Consistent

Policy 10.3.3 Where possible Miami-Dade County Public Schools should seek sites which are adjacent to existing or planned public recreation areas, community centers, libraries, or other compatible civic uses for the purpose of encouraging joint use facilities or the creation of logical focal points for community activity.

Analysis: The property in question is within the DUV District. The properties to west are zoned DUV, and include Village Hall along with some retail strip shopping centers. The properties to the north and south are zoned DUV. The property to the east is Palmetto Bay Park. The project's proximity to Village Hall and Palmetto Bay Park facilities may contribute to the site serving as a logical focal point for community activity.

Finding: Consistent

Water Supply Facility Element

Policy 11.1.1 The adopted level-of-service standard established by WASD for potable water service within the Village:

- a. Regional Treatment. System shall operate with rated capacity that is no less than two (2) percent above the maximum daily flow for preceding year.
- b. User LOS, Maintain capacity to produce and deliver 97.54 gallons/per capita/per day.
- c. Water Quality. Meet all federal, state, and county primary potable water standards.
- d. Countywide Storage. Storage capacity for finished water shall equal no less than 15 percent of countywide average daily demand.

Analysis: See Policy 4A.1.1.

Finding: Consistent.

Policy 11.2.1 Encourage future development and redevelopment in areas that are already served, or programmed to be served, by WASD potable water facilities.

Analysis: The area is served by potable water as provided by Miami-Dade County.

Finding: Consistent.

Criteria b: In what respects the plan is or is not in conformance with all applicable regulations of the zoning district in which it is located.

Analysis: See Subsection II pertaining to "Design Considerations." The applicant is requesting six (6) design considerations in order to deliver a development that meets the desired intent of the DUV Code. Those considerations are

provided for in greater detail at Subsection I. The project is consistent with remainder of all applicable regulations.

Finding: Consistent

Criteria c: In what respects the plan is or is not in conformance with the Village subdivision regulations and all other applicable Village requirements including the design and construction of streets, utility facilities and other essential services.

Analysis: See Criteria "a" and "b".

Finding: Consistent.

Criteria d: In what respects the plan is or is not consistent with good design standards in respect to all external relationships including but not limited to:

- i. Relationship to adjoining properties.
- ii. Internal circulation, both vehicular and pedestrian.
- iii. Disposition of open space, use of screening, buffering and/or preservation of existing natural features, including trees.
- iv. Building arrangements between buildings in the proposed development and those adjoining the site.

Analysis: The building itself is designed to interact with adjacent properties. The design has street level entrances for students and with sidewalk interaction. The open design and use of open space and creation of public open space and a paseo clearly provides circulation for pedestrians. The facility has entrances from both the west and the east to make access pedestrian friendly by design. The disposition of open space and addition of landscape creates a sense of green and open space on site. The site has the paseo and sidewalk designed such that it flows smoothly to adjacent properties. This design feature extends to the center line of the road and includes wide sidewalks, and bike paths.

Finding: Consistent.

Criteria e: In what respects the plan is or is not in conformance with the Village policy in respect to sufficiency of ownership, guarantee for completion of all required improvements and the guarantee for continued maintenance.

Analysis: The applicant has shown proof of ownership as part of the application process and will provide a note for onsite improvements and shall bond all right of way improvements as required by code

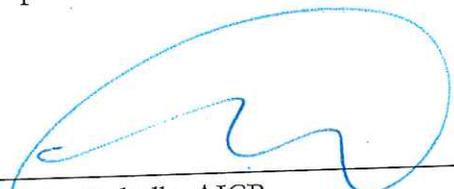
Finding: Consistent.

H. RECOMMENDATION:

Staff recommends approval under Sections 30-30.5, 30-50.23, and 30-120 of the Village's Land Development regulations for the plans entitled "Parkside at Palmetto Bay", dated stamped received May 18, 2016, as prepared by CIVICA, LLC., with the following conditions:

1. The application shall comply with all codes and ordinances of the Village and shall comply with the requirements of all other applicable departments and agencies as part of the Village of Palmetto Bay's building permit submittal process in addition to all design requirements under the Downton Urban Village Zoning District.
2. The application must meet the minimum requirements of Chapter 24 of the Code of Miami-Dade County.
3. The project is consistent with LOS concurrency in so far as it is not subject thereto, however the site plan and operations of the facility shall conform to the site plan date stamped May 18, 2016, the approved traffic engineering study; and any conditions recommended in MDPW's final report on said items.
4. Application shall comply with the all comments provided by the Village's Traffic Engineer.
5. The applicants shall work with the Art-in-Public-Places Advisory Board in addressing its Art in Public Places requirement as required by 30-160, of the Village's Code of Ordinances.
6. The applicant must submit a list of other civic activities that may occur at the site beyond regular school day activities. Applicant must provide list of anticipated events (civic group meetings, sporting events, etc.).
7. The applicant is to comply with 30-120(.6(c), relating to buffers and shall comply with all DERM permit approval requirements.
8. The applicant shall comply with 30-120.6(h) relating to adhering to the typical public school calendar. The proposed project will be consistent with other similar neighborhoods and communities that host public schools adjacent to public amenities, businesses, and civic centers. The applicant has not submitted information regarding school time starts. The applicant shall be required to continue the staggered start times.
9. Operation of the school facility shall conform to the staggered start and dismissal times as provided for in the application, traffic study, and traffic operations plan, provided the site plan and operations of the facility conforms to the site plan date stamped April 5, 2016, the approved traffic engineering study; and any conditions suggested by the Village engineering peer review report dated May 26, 2016.
10. The application shall come into compliance with any recommendations provided by the Miami-Dade County's Department of Public Works.

11. Design consideration from Section 4.03.G.3, regarding the pedestrian paseo is granted provided the buildings are constructed in substantial compliance with the approved plan.
12. Design consideration from Section 4.03.H.1(a), regarding a building exceeding 250 feet of frontage is granted provided the buildings are constructed in substantial compliance with the approved plan.
13. Design consideration from Section 4.03.H(1) regarding parapet wall height is granted provided the buildings are constructed in substantial compliance with the approved plan.
14. Design consideration from Section 4.03.H.3, regarding building heights is granted provided the buildings are constructed in substantial compliance with the approved plan.
15. Design consideration from Section 4.04.A(8), requiring 30% fenestration is granted provided the buildings are constructed in substantial compliance with the approved plan..
16. Design Consideration from Section 4.03.H.b.(1), regarding breaks in building facade shall be recessed from the build-to line is granted provided the buildings are constructed in substantial compliance with the approved plan.



Darby Delsalle, AICP
Director of Planning and Zoning Department

TRAFFIC REVIEW

SHORES AT PALMETTO BAY

VPB-15-014



To: Darby Delsalle
Director of Planning and Zoning

Date: December 7, 2015

From: Corrice E. Patterson, 
Public Works Director

Re: Parkside at Palmetto Bay
Re-Submittal Review

The submittal of the proposed site plan dated Oct. 09, 2015 for Parkside at Palmetto Bay has been submitted to the Village's Public Works Department for a review. The review performed by the Department of Public Works identified a total of 8 comments proposed for integration into the revised site plan.

The following comments are being provided as a condition of permit approval.

1. Paving & Drainage Plans - detailed paving & drainage plans for all work planned within the right of way on SW 97th Avenue/ Franjo Road must be submitted before permit is issued.
2. Length of sidewalk to be installed is not identified in General Notes or on the site plan. Sidewalk details must be included in construction plan before permit is approved.
3. Striping Plans- detailed striping plan for all work planned within the right of way on SW 97 Avenue / Franjo Road must be submitted before permit is issued.
4. Covenant Agreement between Village and the Developer for Construction and Maintenance of all items (lighting, landscape, and sidewalks, etc.) placed within Right of Way. Agreement must be recorded in the public record of Miami Dade County before issuance of a permit for work within Village owned right-of-way.
5. Street Lighting Plans- detailed street lighting plans for all work planned within the right of way on SW 97 Avenue / Franjo Road must be submitted before permit is issued.
6. Relocation or removal of trees must be permitted and approved by the Department of Regulatory and Economic Resources (DRER).
7. Traffic flow modifications along SW 97th AV must not have a negative impact on existing intersections overall peak hour level of service as detailed in the DRTF traffic impact analysis.
8. Water & Sewer Improvements must be approved by Miami Dade County Water & Sewer Department.

Standard Comments:

1. The Public Works Department reserves the right to add or modify requirements based upon any additional information that may be received during and after this review process.

Please be advised that additional traffic study information and/or recommendations for traffic calming devices for inclusion on the revised site plan may be required prior to receiving approval from MDC Traffic Engineering Division.

If you have questions or comments regarding the comments listed above, please feel free to contact me at (305) 969-5011.

Cc: Travis Kendall, P & Z Administrator
Danny Casals, Field Operations Supervisor

MEMORANDUM

TO: DARBY DELSALLE, AICP
DIRECTOR OF PLANNING AND ZONING
VILLAGE OF PALMETTO BAY
9705 EAST HIBISCUS STREET
PALMETTO BAY, FLORIDA 33157

FROM: JAMES E. SPINKS III, PE, PTOE
SENIOR VICE PRESIDENT
MARLIN ENGINEERING, INC.

SUBJECT: PALMETTO BAY CHARTER SCHOOL
TRAFFIC IMPACT ANALYSIS REVIEW

DATE: MAY 26, 2016

CC: KRIS DEVASTEY, PE
MARLIN ENGINEERING, INC.

MARLIN has reviewed the revised technical memorandum for the proposed Palmetto Bay Charter School project. This memorandum is an update to the original Traffic Impact Analysis, prepared in 2010. The proposed project will be located at located east of the intersection of SW 97th Avenue and Guava Street and planned to have 1,000 students in grades Kindergarten through Eighth. This is a reduction from the originally submitted 1,400 student population in grades Kindergarten through Twelfth. In addition, a residential/condo with 103 dwelling units and 10,000 square feet of retail is planned for the proposed site. The original study and revised memorandum were prepared by Richard Garcia and Associates.

General Project Information

Access to and from the site will be provided via a two (2) driveways on SW 97th Avenue. In regard to the school, the traffic study indicates that there will be stacking to accommodate up to 103 vehicles on the proposed site. Charter school personnel are proposed to manage and supervise traffic during arrival and dismissal times. Three (3) arrival and dismissal times were originally proposed.

Traffic data from the original study was collected in 2010 with a proposed build-out in 2013.

A blue right-angled triangle in the top-left corner of the page, with a white diagonal line running from the top-left to the bottom-right.

The following comments are provided for the technical memorandum:

General Comments:

1. The original study was performed in 2010, with revisions in late 2013. The 2013 study was recommended for approval by Village Staff.
 - a. This technical memorandum is provided a comparison between the school component of the previous study and the new proposed development, which includes a reduction of students from 1,400 (K-12) to 1,000 (K-8). Hence reducing project trips from the previously approved study that evaluated the AM and PM peak hour and yielded acceptable Level of Service (LOS) results.
2. Based on our review of this revised memorandum, it is anticipated that the development will not negatively deteriorate the roadway network in comparison to the previously approved study. Therefore, we find this revised memorandum acceptable.

MARLIN reserves the right to provide further comment when/if future analysis is performed. If you have any questions or concerns, please feel free to contact me at 305-477-7575.

Very truly yours,

MARLIN ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "James E. Spinks III".

James E. Spinks III, PE, PTOE
Sr. Vice President

ZONING HISTORY

SHORES AT PALMETTO BAY

VPB-15-014

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RESOLUTION NO, 2014-30

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; APPROVING THE REQUEST OF APPLICANT, SHORES AT PALMETTO BAY, LLC, TO ESTABLISH A CHARTER SCHOOL FACILITY FOR 1400 STUDENTS ON PROPERTY WITHIN THE FT&I, MM AND MN ZONING DISTRICT PURSUANT TO DIVISION 30-120, OF THE VILLAGE LAND DEVELOPMENT CODE; PROVIDING AN EFFECTIVE DATE

WHEREAS, the applicant, Shores at Palmetto Bay, LLC, made applications for a public hearing pursuant to Division 30-120 of the Village's Land Development Code (the "LDC") to establish a charter school at the third parcel from the NE corner of SW 97th Avenue and SW 180th Street, Palmetto Bay; and

WHEREAS, pursuant Division 30-120 of the Village's LDC and the agreed upon in the Settlement Agreement, the Village Council of the Village of Palmetto Bay conducted a quasi-judicial hearing on the application at Village Hall, 9705 East Hibiscus Street, on March 17, 2014; and,

WHEREAS, the Mayor and Village Council find, based on substantial competent evidence in the record, that the application for the charter school is consistent with the Village of Palmetto Bay's Comprehensive Plan and the applicable Land Development Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. Public Hearing. A public hearing on the present application was held on March 17, 2014, in accordance with the Village's "Quasi-judicial Hearing Procedures". Pursuant to the testimony and evidence presented during the hearing, the Village Council makes the following findings of fact, conclusions of law, and final order.

Section 2. Findings of Fact.

- a. The requested charter school is consistent with the Village's Comprehensive Plan, as further specified in the Analysis Section of the Village's Staff report.
- b. The rules that govern the conditions upon which a charter school is permitted to be configured and operated are found at Section 30-120 of the LDC "Public Charter School Facilities." After hearing the applicant and applicant's experts, the Village Council finds the charter school request consistent with those standards.
- c. The Applicant's traffic study indicates that the number of trips generated by the proposed use does not cause the adjacent roadway to exceed the maximum capacity thresholds established by Miami-Dade County. The Village's traffic engineering consultant and the Traffic Engineering Division of Miami-Dade County both accept this finding with conditions as noted in the staff report.

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- d. The Village Council accepts the findings of staff as it relates to compliance with of the LDC, and the findings of the traffic study as confirmed by the Village's traffic engineering consultant and the Traffic Engineering Division of Miami-Dade County.
 - e. The Village adopts and incorporates by reference the Planning & Zoning Department staff report, which expert report is considered competent substantial evidence.
 - f. The Village Council did not have any substantive disclosures regarding ex-parte communications and the applicant did not raise any objections as to the form or content of any disclosures by the Council.
 - g. The applicant has agreed to all proposed modifications and conditions in the Section entitled, "Order."

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Section 3. Conclusions of Law.

The site plan for the proposed charter school use was reviewed pursuant to Section 30-120 of the LDC and was found to be conditionally consistent with the Comprehensive Plan and LDC.

Section 4. Order.

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The Village Council, pursuant to Section 30-120 of the LDC, approves the plans entitled "Parkside at Palmetto Bay", as prepared by Civica Architecture and Urban Design, dated stamped received February 19, 2014, with the traffic study, prepared by Richard Garcia & Association, Inc., dated stamped received December 13, 2013, with the following conditions:

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1. The Applicant shall comply with all codes and ordinances of the Village and shall comply with the requirements of all other applicable departments and agencies as part of the Village of Palmetto Bay's building permit submittal process in addition to all design requirements under the FT&I Zoning District.
 2. The application must comply with the requirements of Chapter 24 of the Code of Miami-Dade County.
 3. The project is consistent with LOS concurrency in so far as it is not subject thereto, however the site plan and operations of the facility shall conform to the site plan date stamped February 19, 2014, the approved traffic engineering study; the submitted Traffic Operations Plan dated September 16, 2011, the preliminary recommendations in MDPW's February 3, 2012 E-mail, and any conditions recommended in MDPW's final report on said items.
 4. The Applicant shall comply with the all comments provided by the Village's Traffic Engineer.
 5. The Applicant shall work with the Art-in-Public-Places Advisory Board in addressing its Art in Public Places requirement as required by 30-160, of the LDC.

- 1 6. The Applicant shall comply with the "Bike Route Plan and the requirements of "Street Type 9,
2 Main Street Core."
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4 7. At the beginning of each school year, the operator of the charter school must submit a list of
5 other civic activities that may occur at the site beyond regular school day activities, and provide a
6 list of anticipated events (civic group meetings, sporting events, etc.).
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8 8. The applicant is to comply with 30-120.6(c) of the LDC, relating to buffers and shall comply
9 with all DERM permit approval requirements.
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11 9. The applicant shall comply with 30-120.6(h) of the LDC relating to adhering to the typical public
12 school calendar. The proposed project will be consistent with other similar neighborhoods and
13 communities that host public schools adjacent to public amenities, businesses, and civic centers.
14 The applicant has not submitted information regarding school time starts. The applicant shall be
15 required to continue the staggered start times.
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17 10. The Applicant shall comply with the street tree requirements and street improvement
18 requirements of 30-50.18(e) of the LDC – Minor Street Core/Center, Street Type 3, and the
19 Village's adopted "Street Improvement Standards for FT&I District. Compliance will require
20 either construction or a bond to ensure future construction and compliance.
21
22 11. Operation of the school facility shall conform to the staggered start and dismissal times as
23 provided for in the application, traffic study, and traffic operations plan, provided the site plan
24 and operations of the facility conforms to the site plan date stamped February 19, 2014, the
25 approved traffic engineering study; the submitted Traffic Operations Plan dated September 16,
26 2011, the recommendations in MDPW's February 3, 2012 E-mail and, and any conditions
27 suggested MDPW's final report on said items.
28
29 12. The application shall comply with any recommendations provided by the Miami-Dade County's
30 Department of Public Works.
31
32 13. Upon the completion of the Franjo Road and Downtown Redevelopment Task Force studies,
33 the applicant shall work with the Village and the County as it relates to ensuring that the
34 signalization of Franjo Road is properly timed to decrease traffic congestion.
35
36 14. The applicant agrees to be a member or a part of an ad-hoc Committee to examine issues
37 relating to the integration of the Charter School with the surrounding community, including, but
38 not limited to, traffic and safety issues.
39

40 This is a final order.
41

42 Section 5. Record.

43 The record shall consist of the notice of hearing, the applications, documents submitted by
44 the applicant and the applicants' representatives to the Village of Palmetto Bay Department of
45 Planning and Zoning in connection with the applications, the County recommendation and attached

1 cover sheet and documents, the testimony of sworn witnesses and documents presented at the
2 quasi-judicial hearing, and the tape and minutes of the hearing. The record shall be maintained by
3 the Village Clerk.

4
5 Section 6. Effective Date. This resolution shall take effect immediately upon
6 adoption.

7 PASSED and ADOPTED this 17 day of March 2014.

8
9 Attest: Meighan Alexander
10 Meighan Alexander
11 Village Clerk

Shelley Stanczyk
Shelley Stanczyk
Mayor

12
13
14 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
15 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

16
17
18 John R. Herin, Jr.
19 John R. Herin, Jr.
20 Interim Village Attorney

21
22
23 FINAL VOTE AT ADOPTION:

24 Council Member Patrick Fiore YES
25
26 Council Member Tim Schaffer YES
27
28 Council Member Joan Lindsay YES
29
30 Vice-Mayor John DuBois YES
31
32 Mayor Shelley Stanczyk YES
33

34
35 This Resolution was filed in the Office of the City Clerk on this 27 day of March, 2014.
36

37
38 Meighan Alexander
39 Meighan Alexander
40 Village Clerk
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42

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RESOLUTION NO. 2013-48

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SETTLEMENT AFTER PUBLIC HEARING; RELATING TO THE SHORES AT PALMETTO BAY, LLC. V. VILLAGE OF PALMETTO BAY UNDER APPELLATE CASE NUMBER 12-029; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Shores at Palmetto Bay, LLC owns property along Franjo Road bearing folio number 33-5033-000-0860 which entity applied for public hearing to do a mixed-use project on the site including a charter school and,

WHEREAS, on December 2, 2011, the Village Council of Palmetto Bay considered the original application of the Owner for the development of the previous project in accordance with Quasi-judicial hearing procedures as defined under 286.011, Florida Statutes, and at which time, the Village Council made findings of fact, conclusions of law and a final order denying the application; and,

WHEREAS, the Property Owner timely filed a petition for certiorari review (an "appeal") to the Appellate Division of the Circuit Court under Appellate Court case number 12-029; and,

WHEREAS, In order to amicably resolve the appellate litigation and the possibility of any original action regarding the subject matter herein the parties hereto, in compliance with state law and the Village's Land Development Code, desire, after public hearing, to enter into this Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The above whereas clauses are incorporated by reference herein.

Section 2. A public hearing was held on May 20, 2013 relating to the settlement agreement.

Section 3. The settlement agreement is approved in substantial form as provided in attached Exhibit A.

Section 4. Once approved, and upon completion of staff review of the applicant's plan for compliance with the requirements of Section 30-120 and any other applicable section of the Village's Land Development Code, the public hearing item will be advertised and scheduled in accordance with Section 30-30.11 for Planning and Zoning approval of the charter school establishment request.

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Section 5. This resolution shall take effect immediately.

PASSED and ADOPTED this 20th day of May, 2013.

Attest: Meighan Alexander
Meighan Alexander
Village Clerk

Shelley Stanczyk
Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

Eve A. Boursis
Eve A. Boursis
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>NO</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>NO</u>

This instrument was prepared by (record and return to)

Name: Village Attorney
Address: Office of the Village Attorney
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

(Space reserved for Clerk)

EXECUTION COPY

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into as of the 20 day of May, 2013, by and among the Village of Palmetto Bay, a Florida municipal corporation (the "Village") and Shores at Palmetto Bay, LLC, a Florida limited liability company (the "Owner"). The Commencement Date of this Agreement is the date of approval by the Village Council of the Village of Palmetto Bay.

Introduction and Background

A. This Agreement, among other things, is intended to and shall constitute a final settlement agreement among the parties.

B. Owner is the owner of that certain parcel of property located in the Village of Palmetto Bay containing approximately +/-5.1 acres legally described as follows:

F33 55 40 5.01 AC M/L
N1/2 of SW 1/4 of SW 1/4 Less W 40 feet for R/W
F/A/130-5033-000-0860
COC 24034-4438 11 2005 1
OR 24034-4438 1105 00
Folio number: 33-5033-000-0860

C. Owner filed a public hearing application with the Village of Palmetto Bay Department of Planning and Zoning for the purpose of seeking a series of zoning approvals (FT&I administrative site plan review of the mixed use component and public hearing review of charter school application).

D. The Owner owns certain real property in the Village of Palmetto Bay, located in an area known as the "Franjo Triangle and U.S. 1 Island District", of which it intends to develop that portion (the "Property") of the real property identified in the attached site plan attached hereto as Exhibit "A" (the "Site Plan"), as a multi-use development which will encompass both residential and commercial aspects and will include a charter school (the "Project").

E. On December 2, 2011, the Village Council of Palmetto Bay considered the original application of the Owner for the development of the previous project in accordance with Quasi-judicial hearing procedures as defined under 286.011, Florida Statutes, and at which time, the Village Council made findings of fact, conclusions of law and a final order denying the application, as further described in attached Exhibit "B".

F. The Owner timely filed a petition for certiorari review (an "appeal") under the matter entitled Shores of Palmetto Bay LLC v. Village of Palmetto Bay to the Appellate Division of the Circuit Court under Appellate Court case number 12-029 (Fla. 11th Jud. Cir.).

G. In order to amicably resolve the appellate litigation and the possibility of any original action regarding the subject matter herein the parties hereto, in compliance with state law and the Village's Land Development Code, desire to enter into this Settlement Agreement.

H. As further consideration for the foregoing, the parties hereby agreed to certain other terms and conditions, pertaining to the Project as set forth in this Agreement.

I. The Village of Palmetto Bay is a Florida municipal corporation with powers and authority conferred under the Florida Constitution, the Municipal Home Rule Powers Act, Florida Statutes, and the Village Charter and Code. The Village has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal and governmental functions and render municipal services, including the authority to adopt, implement and enforce (together with any required governmental approvals) comprehensive plans, zoning ordinances, redevelopment plans, and other police power and legislative measures necessary to assure the health, safety and general welfare of the Village and its residents and visitors.

J. Owner is a Florida limited liability company organized and created pursuant to Florida Statutes.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in settlement of all current and possible disputes between the parties hereto, the parties hereby agree as follows:

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

2. Definitions. All capitalized terms in this Agreement shall have the definitions set forth in this Section unless such terms are defined elsewhere in the body of this Agreement.

2.1 "Building Permit" means a "Full Building Permit," as such term is defined in the Village's land development regulations, issued by the Village's Building Department, which allows building or structures to be erected, constructed, altered, moved, converted extended, enlarged, or used, for any purpose, in conformity with applicable codes and ordinance.

2.2 "Comprehensive Plan" shall mean the comprehensive plan which the Village has adopted and implemented for the redevelopment and continuing development of the Village pursuant to Chapter 163 Part II, of the Florida Statutes.

2.3 "Development Approvals" shall mean all Development Permits and all approvals, consents, permits, special use exemptions or variances, as well as other official actions of the federal, state or county governments or other governmental agencies.

2.4 "Development Permits" shall mean any building permit (including, without limitation, a Full Building Permit), zoning permit, subdivision approval, zoning certification, special exceptions, variances issued or granted by the Village or any other official actions of the Village (whether by the Village Commission or any Village board, department or agency) having the effect of permitting the development of the Project.

2.5 "Charter School Portion of the Project" shall mean the design, development, construction and operation, by Owner, or its assignees, of the public charter school development to be situated on the Property.

2.5 "The Property" shall mean the parcel of real property described as

F33 55 40 5.01 AC M/L
N1/2 of SW 1/4 of SW 1/4 Less W 40 feet for R/W
F/A/I 30-5033-000-0860
COC 24034-4438 11 2005 I
OR 24034-4438 1105 00
Folio number: 33-5033-000-0860

3.0 Site Plan Approval. In connection with the development of the Property as set forth in the Zoning Application, the parties agree to the following:

a. Owner has submitted plans to the Village of Palmctto Bay ("Village") detailing the development and use of the Property. Owner shall develop and use the property in strict accordance with the proposed Site Plan once it has been approved by the Village, attached herein as Exhibit A, upon approval by The Village, unless otherwise modified by the Owner and approved by The Village.

b. The structures to be utilized for the public charter school shall not deviate from the charter school structures identified on the Site Plan.

c. The number of children in the Charter School Portion shall not exceed One Thousand Four Hundred (1,400) students in a facility that will encompass up to grades Kindergarten through 12th.

d. The number of parking spaces shall be consistent with the parking spaces contained in the approved Site Plan after hearing.

e. The Owner shall comply with the requirements of all other applicable departments/agencies as part of the Village of Palmetto Bay building permit submittal process.

f. The Owner shall comply with the recommendations as per Miami-Dade County Public Works Traffic Engineering Division (TED) except for that portion requiring exclusive designation of parking spaces to the applicant, and the Roundabout, and the Village of Palmetto Bay's Traffic Consultant. In the event of a conflict, between TED and the Village, the Owner shall comply with the Village's Traffic Consultant requirement over that of the TED report.

g. As provided for in the Village of Palmetto Bay Code of Ordinances, the Owner shall be provided two years from the non-appealable date of the issuance of the last permit or approval required to commence construction to construct the site, unless a longer duration is provided by the Owner in a timetable in compliance with 30-30.2(c)(16), which states: "A proposed construction timetable is required for all development applications anticipated to exceed 24 months for completion of construction. [Cross-reference with subsection (i)]. The time table shall be included as part of the public hearing application and/or administrative site plan review. If approved, the time table shall be imposed as a covenant running with the land.

h. Upon execution of this Agreement by the parties hereto, the Village will cause the Site Plan review process to be fast tracked with the approval of the Site Plan being scheduled for the next Village Council meeting, providing all notice requirements of Division 30-30 of the Village's Code of Ordinances are complied with.

i. As part of the site plan approval process relating to the charter school request, the applicant is required to provide a usable charter(s) (non-site specific) to the Village along with an application to the School Board to transfer the usable charter to the location of the property. A "usable charter(s)" is (1) an available charter(s) dedicated elsewhere; (2) a charter contract that has received authorization by the School Board to be transferred from its current location; or (3) is a site specific charter(s) for this location. Review by the Village is contemplated to proceed with the application and the quasi-judicial hearing by the Council described herein. No building permits shall be issued by the Village until the Miami Dade School Board has approved the change in location of the current usable charter(s) or a charter contract for the location of the property. This

provision shall be read consistent with Subsection "g.", above relating to the application of 30-30.2(c)(16). Nor may Certificate of Use shall issue until a charter contract is provided to the Village for the specific site.

j. Notwithstanding anything to the contrary herein, at any time, the Owner or its assignees may decide to either (a) not develop the Property or (b) develop the Property in any other manner consistent with the permitted uses of the Property under the Village Code. Owner may apply to the Village for a new site plan approval pursuant to the Village Code. In approving the new site plan, prior development approvals would expire, consistent with the Village Code. Nothing in this Agreement shall compel or require the Owner to develop the Property or otherwise improve the Property in any manner.

4.0 Implementation and compliance of all conditions of approval.

Site Plan Approval. Upon execution of this Agreement by the parties hereto, the Village Commission shall adhere to section 3.0(h), with the following provisions:

a. Unless specified otherwise herein, all the conditions of approval provided herein shall be in effect at which time charter school enrollment is operational.

b. Owner or its designee shall not apply to the Village or any governmental entity with authority to grant such approvals or shall support or cooperate in any way with any application for an increase in student enrollment beyond that authorized herein, notwithstanding any "Charter" issued by the Miami-Dade County School Board that is for a greater number of students, and notwithstanding any current or future State of Florida legislation that would allow for an increase in student enrollment or have the effect of limiting the conditions herein.

c. Any non-material changes (as determined by the Village's Planning Director) which are required by any Village land use board or any other applicable board, agency, or authority, or any non-material changes (non-substantial compliance modifications under Division 30-30) which are initiated by Owner, shall not require the approval of the Village Council.

d. Any technical changes in the approved Site Plan not governed by subsection 3.0 above, and which are (i) required in order for the Project to be in compliance with any and all applicable laws, codes, rules and regulations of any governmental or regulatory agencies including, without limitation, the Florida Building Code and the Americans with Disabilities Act (ADA), or (ii) otherwise required or necessary including, without limitation, any changes in connection with ingress and egress and public works, shall be delegated to the appropriate government official of the Village for review and approval of such technical changes.

4. Zoning and Other Approvals for Project.

4.1 Development Permits. Certain provisions of this Agreement will require that the Village and/or its boards, departments, or agencies take certain governmental actions, acting in their governmental capacity, and issue Development Permits in order to accomplish and satisfy the authorization and construction of the Project:

4.2 Applications for Development Approvals. The Owner has already begun to initiate and diligently pursue all Development Approval applications for the Project. The Village shall process all Development Permit applications in a timely fashion and the Village shall cooperate with the Owner in processing all necessary Development Approvals from federal, State, and County agencies, as needed.

4.3 Laws Governing this Agreement. The Village's laws and policies governing the development of the Project at the time of the execution of this Agreement by the parties hereto shall govern the development of the Project for the duration of this Agreement. The Village may apply subsequently adopted laws and policies to the Project only as otherwise permitted or required by the Act. Except as required by Chapter 163, Florida Statutes, the Project may proceed for the life of this Agreement and is vested as to the rights provided herein.

4.4 Comprehensive Plan, Zoning and Other Approvals. As provided above, the parties recognize and agree that certain provisions of this Agreement will require the Village and/or its boards, departments, or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of State statutes and Village ordinances, in the exercise of the Village's jurisdiction under the police power. The parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly, in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing contained in this Agreement shall entitle the Owner to compel the Village to take any such actions, save and except the consents, if applicable, to the filing of such applications for Development Permits or other required Development Approvals, as more fully set forth herein, and to timely process such applications.

4.5 Owner shall be responsible for obtaining all Development Approvals and Development Permits for the Project.

6. No Permit or Waiver of Fees Other than Application Fee. This Agreement is not and shall not be construed as a Development Permit, Development Approval, or authorization to commence development of the Project, nor shall it relieve Owner of the obligation to obtain all necessary Development Approvals, Development Permits, or any other approvals and/ or permits that are required under applicable law and under and pursuant to the terms of this Agreement. Except as otherwise expressly provided herein, nothing contained in this Agreement shall be deemed to constitute a waiver of any fee, charge, or cost imposed by the Village in connection with the issuance of any

Development Approval, Development Permit or any other approval and/or permit. The Village acknowledges that the Owner has previously paid the Site Plan review fee for the previously submitted version of the Site Plan, and Owner will not be required to pay an additional Site Plan review fee as part of the amended Site Plan submitted in accordance with this Agreement.

7. Good Faith; Further Assurances; No Cost. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement; and, in that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided, that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the Village's police power or actions of the Village when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the concept of no cost shall not be deemed to include any cost of review (whether legal or otherwise), attendance at meetings, hearings or proceedings and comment and/or execution of documents, all such costs to be borne by the party receiving a request to so cooperate, act, in good faith or so forth. Despite the foregoing, Owner shall be responsible for the costs associated with advertising and mailing notice of the quasi-judicial hearing as required under Division 30-30, of the Land Development Code.

8. Recording of Agreement.

8.1 Within 30 days after the parties execute this Agreement, the Village shall record this agreement with the Clerk of the Appellate Division of the Circuit Court of Miami-Dade County. This Agreement shall become effective only after it has been recorded in the Public Records of Miami-Dade County. Owner agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement.

8.2 As such, settlement is contingent upon Village Council finding the application substantially consistent with the Village's Code. If during the public hearing, the Village denies the application, or imposes material conditions on the approval of the application, without the concurrence of the Owner, then this settlement agreement shall be null and void, and the underlying petition for certiorari shall proceed under Appellate Court case no. 12-029

8.3 If the site plan is approved after the public hearing, then, this settlement agreement, shall remain in full force and affect during the term hereto, and subject to the conditions of this Agreement, shall be binding upon the undersigned and all successors in interest to the parties to this Agreement.

8.4 The Owner, upon approval of the Site Plan, shall immediately withdraw or dismiss the petition for certiorari review by the Circuit Court Appellate Panel. The

Owner shall petition the Appellate Panel to stay the appellate action during the process of approving this settlement agreement and the holding of the quasi-judicial hearing on the Site Plan.

8.5 Whenever an extension of any material deadline is permitted or provided for under the terms of this Agreement, at the request of either party, the other party shall join in a short-form recordable Memorandum of Agreement confirming such extension to be recorded in the Public Records of Miami-Dade County.

8.6 The parties shall include this Settlement Agreement as part of the record of the Zoning Application hearing and seek Village Council direction that this document and all exhibits shall remain in the public records of the Village until such time that the owner or designee ceases to operate a school on the property.

8.7 Notwithstanding any language to the contrary in this Agreement, if the Village Council conditions for approval are contradictory to those contained in this Agreement, the Owner retains their right to object to the Zoning Application, retains its right to challenge any such approval by appeal and original action in court. If Owner agrees on the public record at the hearing on the zoning application that they accept the Village's different conditions, said conditions will not be deemed "contradictory" for the purposes of this Agreement and said modified conditions will be incorporated by reference into this agreement.

9. Dismissal of Petition for Certiorari. Within 30 days of the final non-appealable approval of the Owner's zoning application Owner agrees to file a voluntary dismissal of its petition for certiorari styled Shores at Palmetto Bay, LLC v. Village of Palmetto Bay under case no: 12-029.

10. Claims Released by the Owner. Upon approval of the Site Plan and the filing of a voluntary dismissal of its petition for certiorari styled Shores at Palmetto Bay, LLC v. Village of Palmetto Bay under case no: 12-029, Owner on behalf of itself, and its legal representatives, predecessors, successors, heirs, executors, assigns, officers, agents, employees, directors, shareholders, trustees and attorneys, and each of them, hereby fully and forever release and discharge the Village and its representatives, from any and all claims, demands, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, attorneys' fees, damages, losses and liabilities, arising under or directly or indirectly to the issues raised in the appellate litigation which are encompassed in this settlement agreement, including, but not limited to, any matter or claim which was, or could have been, asserted for any reason in the underlying appeal or any other litigation.

11. Duration of Agreement. The duration of this Agreement shall not exceed fifteen (15) years from the Commencement Date; provided, however, that the duration of this Agreement may be extended by mutual agreement of the Village and Owner. During the term of this Agreement, the Village's laws and policies governing the development of

land in effect as of the date hereof shall govern development of the Property. The Village may apply subsequently adopted laws and policies to the Project only if the Village has held a public hearing pursuant to Section 163.3225, Florida Statutes, and determined:

- (a) They are not in conflict with the laws and policies governing this Agreement and do not prevent development of the land uses, intensities, or densities in this Agreement; or
- (b) They are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement; or
- (c) They are specifically anticipated and provided for in this Agreement.

12. Required Development Approvals. Owner shall be solely responsible for obtaining, at its sole cost and expense, the Development Approvals. Notwithstanding the preceding, the Village and Owner agree and acknowledge that the Development Approvals may not constitute a full listing and description of all local development approvals or permits needed to be approved for development of the Project, and that the omission of any other approval or permit (required for the development of the Project) shall not relieve Owner of its sole obligation, whether under applicable law or this Agreement, to obtain same.

13. Confirmation of Land Development Regulations. The Property is located within the zoning district classification as the Franjo Triangle and U.S. 1 Island District as defined in Village's land development regulations, Section 30-50.18 of the Village Code.

14. Omissions. The parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.

15. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the Village at: Village of Palmetto Bay, Village Hall
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
Attn: Village Manager

If to Owner at: Shores at Palmetto Bay, LLC
c/o Michael Latterner & Associates

13 SW 7th Street
Miami, Florida 33130-3009

16. Indemnification of Owner. Owner hereby agrees to hold the Village, its officers, employees, agents, contractors, and representatives harmless from any liability/or damage or claims for damage for personal injury, including wrongful death, and claims for property damage, which may arise from the direct or indirect activities and/or operations of Owner, or these of any officer, employee, agent, contractor, sub-contractor, or other person acting on Owner's behalf, which relate to the design, development, and construction of the Project. Owner agrees to, and shall afford at its sole cost and expense, the Village and its officers, employees, agents, contractors, and representatives from any and all actions for damages caused, or alleged to have been caused, by reason of Owner's activities in connection with Project. This indemnification agreement applies to all damages and claims for damages including, without limitation, interest, costs and attorney's fees, outlined or alleged to have been suffered by reason of the activities and/or operations referenced herein. This indemnification shall not apply to the gross negligence or willful misconduct of the Village, or of its officer's employees, agents, contractors, or representatives. The aforesated indemnification, and the provisions of this shall survive expiration of this Agreement.

17. Default. Notwithstanding anything to the contrary set forth in this Agreement, under no circumstances shall any party to this Agreement lose any right or benefit granted under this Agreement or suffer any harm as a result of the occurrence of any Default or default of such party as to which Default or default such party has not received notice thereof from the other party. If either party defaults in the observance or performance of any term, covenant or condition of this Agreement to be observed or performed shall be provided 30 days to cure the default. Failure to cure, after 30 days prior written notice shall entitle the non-defaulting party to seek injunctive, declaratory or other equitable relief in Court.

18. Strict Performance No failure by Village or Owner to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such party by reason of the other party's default or an Event of Default, shall constitute a waiver of any such Default or Event of Default or of such covenant, agreement, term or condition or of any other covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement to be performed or complied with by either party and no default by either party, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any Default or Event of Default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent Default. Owner's compliance with any request or demand made by Village shall not be deemed a waiver of Owner's right to contest the validity of such request or demand.

19. Right To Perform The Other Party's Obligations.

 Owner
Village

(a) If an Event of Default shall occur, Village may, but shall be under no obligation to, perform the obligation of Owner the breach of which gave rise to such Default, without waiving or releasing Owner from any of its obligations contained herein, provided that Village shall exercise such right only in the event of a *bona fide* emergency and after five (5) business days' notice, and Owner hereby grants Village access to Property, as applicable, in order to perform any such obligation.

(b) If a default by Village under this Agreement shall occur and be continuing beyond any applicable grace period, Owner may, but shall be under no obligation to, perform the obligations of Village (other than those which are governmental as opposed to proprietary obligations) the breach of which gave rise to such default, without waiving or releasing Village from any of its obligations contained herein, provided that Owner or Tenant shall exercise such right only in the event of a *bona fide* emergency or after five (5) business days' notice to Village.

20. Waiver, Release and Assumption of Obligations. Village's performance pursuant to the provisions of this Section shall not be, nor be deemed to constitute, Village's assumption of Owner's obligations to perform any of Owner's past, present or future obligations hereunder.

21. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or re-hearings commenced by the Owner (any such causes or events to be referred to herein as a "Force Majeure"), shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage.

22. Miscellaneous.

(a) Counterparts. To facilitate execution, the parties hereto agree that this Agreement may be executed in counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.

(b) References. All references in the Agreement to the "Agreement" shall hereafter mean and refer to the Development Agreement.

(c) Governing Law and Exclusive Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of

laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in federal court.

(d) Waiver, Modification, etc. No covenant, agreement, term or condition of this Agreement shall be changed, modified, altered, waived or terminated except by a written instrument of change, modification, alteration, waiver or termination executed by Village and Owner. No waiver of any Default or default shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent Default or default thereof.

(e) Effect of Other Transactions. No mortgage, whether executed simultaneously with this Agreement or otherwise, and whether or not consented to by Village, shall be deemed to modify this Agreement in any respect, and in the event of an inconsistency or conflict between this Agreement and any such instrument, this Agreement shall control. The Parties acknowledge that a mortgage exists on the Property, and the Owner shall secure lender's consent to this Agreement.

(f) Invalidity of Certain Provisions. If any provision of this Agreement or the application thereof to any Person or circumstances is, to any extent, finally determined by a court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) Remedies Cumulative. Each right and remedy of either party provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), and the exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement), shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise (except as otherwise expressly limited by the terms of this Agreement).

(h) Performance at Each Party's Sole Cost and Expense. Unless otherwise expressly provided in this Agreement, when either party exercises any

of its rights, or renders or performs any of its obligations hereunder, such party shall do so at its sole cost and expense.

(i) Time is of the Essence. Time is of the essence with respect to all matters in, and requirements of, this Agreement as to Village and Owner.

(j) Successors and Assigns. The agreements, terms, covenants and conditions herein shall be binding upon, and inure to the benefit of Village and Owner, and, except as otherwise provided herein, their respective successors and assigns. The Agreement shall run with the Property, and the Owner, in its absolute and sole discretion, shall have the absolute right to assign, pledge or hypothecate this Agreement as part of any sale, lease, joint venture, partnership, financing, or development structure related to the Property.

(l) Corporate Obligations. It is expressly understood that this Agreement and obligations issued hereunder are solely corporate obligations, and, that no personal liability will attach to, or is or shall be incurred by, the incorporators, stockholders, officers, directors, elected or appointed officials (including, without limitation, the Mayor and Village Commission of the Village and the Owner, or employees, as such, of Village, or Owner, or of any successor corporation, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom; and, that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, stockholder, officer, director, elected or appointed officials (including, without limitation, the Mayor and Village Commission of the Village of Palmetto and the Chairman and Members of the Owner) or employee, as such, or under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, are expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

(m) Non-liability of Officials and Employees. No member, official or employee of Village shall be personally liable to Owner, or any successor in interest (as applicable and authorized), in the event of any default or breach by Village or for any amount or obligation which may become due to Owner or successor under the terms of this Agreement; and, any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such person, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, are expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

No member, official or employee of Owner shall be personally liable to Village, or any successor in interest, in the event of any default or breach by Owner under the terms of this Agreement; and, any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such person, under or by reason of the

obligations, covenants or agreements contained in this Agreement or implied therefrom, are expressly waived and released as a condition of, and as a consideration for, the execution of this Agreement.

(n) Partnership Disclaimer. Owner acknowledges, represents and confirms that it is an independent contractor in the performance of all activities, functions, duties and obligations pursuant to this Agreement. The parties hereby acknowledge that it is not their intention to create between themselves a partnership, joint venture, tenancy in common, joint tenancy, or co ownership for the development. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in this Agreement, or the other documents executed by the parties with respect to the Project, shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, or co-ownership of any kind or nature whatsoever between the parties hereto. The provisions of this subsection (n) shall survive expiration of this Development Agreement.

(o) No Third Party Rights. Nothing in this Development Agreement, express or implied, shall confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement. Owner shall disclose the existence and contents of this Agreement to its successors in interest. The Notice of Settlement Agreement required by this Agreement shall be recorded in the Public Records of Miami-Dade County as provided herein, to insure that any successor in interest of Owner shall have knowledge of the rights and obligations set forth in this Agreement.

(p) No Conflict of Interest. Owner represents and warrants that, to the best of its actual knowledge, no member, official or employee of the Village has any direct or indirect financial interest in this Agreement nor has participated in any decision relating to this Agreement that is prohibited by law. Owner also represents and warrants that, to the best of its knowledge, no officer, agent, employee or representative of the Village has received any payment or other consideration for the making of this Agreement, directly or indirectly, from Owner. Owner represents and warrants that it has not been paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, and attorneys. Owner acknowledges that Owner is relying upon the foregoing representations and warranties in entering into this Agreement and would not enter into this Agreement absent the same.

23. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties, oral or written, other than as set forth herein.

24. Acknowledgment That Settlement Agreement Was Not Drafted By One Party: The parties agree that no one party drafted this Settlement Agreement, that the Settlement Agreement is the result of negotiation and a mutual decision between the parties, and that it is not to be interpreted against any party.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

OWNER:
Shores at Palmetto Bay, LLC

By: [Signature]
Name: Wayne Rosen
Attest: Shores at Palmetto Bay LLC
By: _____

OFFICIAL NOTARY SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 20th day of May, 2013, by Wayne Rosen, as Manager of Shores at Palmetto Bay, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or produced _____ as identification, and did (did not) take an oath.

Melghan J. Alexander
NOTARY PUBLIC, State of Florida
Melghan J. Alexander
My Commission EE120869
Expires 08/10/2015

Typed or Printed Name of Notary
My Commission expires:
Serial No., if any: _____

[Signature]
Owner
Village

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RESOLUTION NO: 2011-85
ZONING APPLICATION VPB-11-001

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; DENYING THE REQUEST OF APPLICANT, SHORES AT PALMETTO BAY, LLC'S TO ESTABLISH A CHARTER SCHOOL FACILITY FOR 1400 STUDENTS ON A PROPERTY WITHIN THE FT&L, MM AND MN ZONING DISTRICT PURSUANT TO DIVISION 30-120, OF THE VILLAGE'S CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant made applications for a public hearing pursuant to Division 30-120 of the Village's Land Development Code to establish a charter school at the third parcel from the NE corner of SW 97th Avenue and SW 180th Street, Palmetto Bay; and,

WHEREAS, the Village Council of the Village of Palmetto Bay first heard the item on October 17, 2011, and at which time the Applicant requested a continuance of the hearing until December 12, 2011. The Mayor and Village Council granted the continuance, based upon the request of the Applicant, and the need for further information, including the required site specific charter, as delineated in the staff report dated October 17, 2011 (attached hereto as Exhibit "A"); and,

WHEREAS, the hearing was held on December 12, 2011, and the Planning Director testified that he did not have a complete application by the date of closing the agenda, as there was not an approved charter by the School Board for the site provided, and the final site plan failed to address the comments of Miami-Dade County Public Works; and,

WHEREAS, the applicant and applicant's counsel were provided the opportunity to address the Village Council and did not provide competent substantial testimony to rebut the Planning Director; and,

WHEREAS, a public hearing was held on the issue of whether the application should be denied due to an incomplete application; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. A hearing on the Applicant's request pursuant to Division 30-120, of the Village's Land Development Code, relating to establishing a charter school at the property was held on December 12, 2011, and the Village Council denied Applicant's application, without prejudice.

Section 2. Findings of Fact. On October 17, 2011, Applicant requested a continuance to December 12, 2011, in order to obtain an approved school charter usable at the applicable site and to complete certain documentation required by staff, Miami-Dade County Public Works, and the

1 Village's traffic consultant. On December 12, 2011, the Village's Planning Director testified that the
2 application was incomplete. The applicant had not provided the applicable charter school
3 authorization from the Miami-Dade County School Board, which would have been usable for the
4 Applicant's site. The staff report and backup documentation submitted by the Director identified
5 that Applicant had placed the Planning Department on notice that Applicant was seeking charter
6 approval from the Miami-Dade County School Board, had obtained preliminary approval from the
7 ARC (Application Review Committee) but that due to canceled School Board meetings, no
8 approved charter had been issued for the site. The Director also testified, under oath, that a final
9 site plan submitted with the application did not address the traffic and safety concerns of Miami-
10 Dade County Public Works. It was further discovered during the course of the hearing that the
11 Applicant had not complied with the disclosure requirements of 30-30.12, relating to expert
12 witnesses. A copy of the Planning Director's letter to Applicant was produced during the hearing,
13 which specifically reflected that the Applicant was previously placed on notice of the deadline
14 concerning disclosure of expert witnesses. Failure to comply with the disclosure requirement
15 precluded any expert testimony or documentation from being admitted into evidence.

16
17 Section 3. Order.

18 The Council denies applicant's request based upon the Applicant's prior request for a
19 continuance in order to obtain an approved charter from the Miami-Dade County School Board,
20 which would have been usable for the Applicant's site, as required by the Village Code
21 Requirements, and based upon the non-final site plan, and failure to comply with 30-30.12, of the
22 Village's Code of Ordinances. The application was incomplete and the Village did not want to
23 create a precedent by allowing an incomplete application to proceed. The application was denied,
24 without prejudice.

25
26 Section 4. Record.

27 The record shall consist of the notice of hearing, the applications, documents submitted by
28 the applicant and the applicant's representatives to Village's Department of Planning and Zoning in
29 connection with the applications, the county recommendation and attached cover sheet and
30 documents, the testimony of sworn witnesses and documents presented at the quasi-judicial hearing,
31 and the tape and minutes of the hearing. The record shall be maintained by the Village Clerk.

32
33 Section 5. This resolution shall take effect immediately upon approval.

34 PASSED and ADOPTED this ^{12th} day of December, 2011.

35 (Executed on the 19th day of December, 2011.)

36
37 Attest:

38 Meighan Alexander
39 Village Clerk
40
41

Shelley Stagezyk
Mayor

1 APPROVED AS TO FORM:

2
3 *Eve A. Boutsis*
4 Eve A. Boutsis,
5 Village Attorney
6

7 FINAL VOTE AT ADOPTION:

8		
9	Council Member Patrick Fiore	<u>YES</u>
10		
11	Council Member Howard Tendrich	<u>YES</u>
12		
13	Council Member Joan Lindsay	<u>YES</u>
14		
15	Vice-Mayor Brian W. Parisier	<u>YES</u>
16		
17	Mayor Shelley Stanczyk	<u>YES</u>

RESOLUTION NO. Z-72-84

The following resolution was offered by Commissioner Barry D. Schreiber, seconded by Commissioner Jorge (George) Valdes, and upon poll of members present the vote was as follows:

Barbara M. Carey	aye	Barry D. Schreiber	aye
Clara Oesterle	aye	Ruth Shack	aye
Beverly B. Phillips	aye	Jorge (George) Valdes	aye
James F. Redford, Jr.	aye	Stephen P. Clark	aye
Harvey Ruvin	aye		

WHEREAS, ALEMAR INVESTMENTS CORPORATION, N.V., had applied for the following:

- (1) A district boundary change from BU-1 (Neighborhood Business) and RU-4L (Limited Apartment House) to BU-1A (Limited Business).
- (2) TO RESCIND AND REVOKE the special exception for site plan approval, unusual use, and non-use variance, including all conditions applicable thereto, of resolution 2-ZAB-512-64 and Z-226-64; Resolution 2-ZAB-512-64, passed and adopted by the Zoning Appeals Board on the 23rd day of September, 1964, and Resolution Z-226-64, passed and adopted by the Board of County Commissioners on the 8th day of October, 1964.
- (3) TO RESCIND AND REVOKE a recorded Agreement, recorded under Official Record Book 5358, Pages 508 through 510, on the 26th day of July, 1966.

The purpose of Requests 2 and 3 is to permit a revision of the project site plan and approval of the future plans under administrative site plan approval as permitted by the Zoning Code.

SUBJECT PROPERTY: The North 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of Section 33, Township 55 South, Range 40 East.

LOCATION: The Southeast corner of theoretical S.W. 178 Street and S.W. 97 Avenue (Franjo Road), Dade County, Florida.

WHEREAS, a public hearing of the Board of County Commissioners, Dade County, Florida, was advertised and held, as required by law, and all interested parties concerned in the matter were heard, at which time the applicant proffered a Covenant Running with the Land in lieu of a Unity of Title agreeing to develop the subject property in substantial conformity with the site plan submitted for the hearing and upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested district boundary change to BU-1A (Item #1) would be compatible with the neighborhood and area concerned and would not be in conflict with the principles and intent of the plan for the development of Dade County, Florida, and should be approved, subject to conditions, and that the requests to rescind and revoke special exception for site plan approval, unusual use, and non-use variance including conditions applicable thereto (Item #2) and a recorded Agreement (Item #3), would be compatible with the area and its development and would be in harmony with the general purpose and intent of the

regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance and should be approved, subject to conditions;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the requested district boundary change to BU-1A be and the same is hereby approved and said property is hereby zoned accordingly, subject to the following conditions:

1. That a plot use plan be submitted to and meet with the approval of the Zoning Director; said plan to include among other things but be not limited thereto, location of building or buildings, type and location of signs, light standards, parking areas, exits and entrances, drainage, walls, fences, landscaping, etc.
2. That the use be established and maintained in accordance with the approved plan.

BE IT FURTHER RESOLVED that the requests to rescind and revoke the special exception for site plan approval, unusual use, and non-use variance, including all conditions applicable thereto, of Resolution 2-ZAB-512-64 passed and adopted by the Zoning Appeals Board on September 23, 1964 and Resolution Z-226-64 passed and adopted by the Board of County Commission on October 8, 1964 (Item #2) and a recorded Agreement, recorded under Official Record Book 5358, Pages 508 through 510, on July 26, 1966 (Item #3) be and the same are hereby approved, subject to the following conditions:

1. That a plot use plan be submitted to and meet with the approval of the Zoning Director; said plan to include among other things but be not limited thereto, location of building or buildings, type and location of signs, light standards, parking areas, exits and entrances, drainage, walls, fences, landscaping, etc.
2. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled "The Fountains of Perrine", as prepared by Miguel Font, Architect Inc., consisting of 3 pages, and dated 10-23-83.
3. That the applicant submit to the Planning Department for its review and approval a landscaping plan which indicates the type of plant material and size prior to the issuance of a building permit and to be installed prior to the issuance of a Certificate of Use and Occupancy.
4. That the use be established and maintained in accordance with the approved plan.

BE IT FURTHER RESOLVED that, pursuant to Section 33-6 of the Code of Metropolitan Dade County, Florida, the County hereby accepts the proffered Covenant Running with the Land in Lieu of Unity of Title and does exercise its option to enforce the proffered restrictions wherein the same are more restrictive than applicable zoning regulations.

The Zoning Director is hereby directed to make the necessary changes and notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 8th day of March, 1984

March, 1984
No. 84-3-CC-5
mr
3/26/84

DADE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS
Richard P. Brinker, Clerk

By _____
Deputy Clerk

This resolution transmitted to the Clerk of the Board of County Commissioners
on the 9th day of April 1984.

April 9, 1984

Alemar Investments Corp., N.V.
c/o Miguel Font
337 Palermo Avenue
Coral Gables, FL 33134

Re: Hearing No. 84-3-CC-5; S.W. 178 Street and S.W. 97 Avenue

Gentlemen:

Enclosed, herewith, is a copy of Resolution No. Z-72-84, adopted by the Board of County Commissioners, which approved subject to conditions your requested application on the above-described property and accepted your proffered Covenant. Please note the conditions under which said approval was granted, inasmuch as strict compliance, therewith, will be required.

If there are any anticipated changes from the plan submitted for the hearing, a plot use plan should be submitted to this office in triplicate before any detailed plans are prepared, inasmuch as building permits will not be issued prior to the approval of said plan.

You are, hereby, advised that the decision of the Dade County Commission may be appealed by an aggrieved party within 30 days of the date of the submission of the resolution to the Clerk of the County Commission. You are, further, advised that in the event that an appropriate appeal is timely filed in the Circuit Court, any building permit sought or obtained shall be solely at the risk of the party obtaining said permit.

Very truly yours,

Chester C. Czebrinski
Assistant Director

CCC/mr

Enclosure

RESOLUTION NO. 5224

The following resolution was offered by Commissioner Alexander S. Gordon,
seconded by Commissioner Joseph A. Boyd, Jr., and upon roll of numbers present,
the vote was as follows:

Joseph A. Boyd, Jr.	aye	A. C. Mittel	noy
Ferie H. Cowart	aye	John B. Helms	absent
Ralph A. Fossey	noy	Arthur H. Patten, Jr.	aye
Alexander S. Gordon	aye	Walter Weiss	noy
Charles P. Hall	absent	Ben G. Kofsky	absent
Robert H. Everfield	aye		

WHEREAS, James D. Burgin has applied for a change of zone from BU-1 (Neighborhood Business), RU-1 (One Family Residential), and RU-2 (Two Family Residential) to BU-1 (Neighborhood Business) and RU-2 (Two Family Residential) to permit neighborhood business and two family residential use on the 6 1/2 x 1 1/2 x 1/2, Sec. 33, Twp. 55S, Rge. 40E. SW 95 Ave. to 97 Ave. (Frank Rd.) between SW 178 St. and 180 St., Dade County, Florida, and

WHEREAS, a public hearing of the Dade County Zoning Commission was advertised and held as required by law, and after hearing all interested parties and considering the adjacent areas, the Zoning Commission recommended that the application be denied.

WHEREAS, the existing zoning had been established in accordance with a plan developed and approved by all concerned parties in the area, and

WHEREAS, there has been no substantial change in the character of the neighborhood since the zoning of the property in question, and

WHEREAS, there is sufficient business area existing to the North of the property for the expansion of the bank facilities and banks;

NOW THEREFORE BE IT RECOMMENDED by the Dade County Zoning Commission, that the application be denied, and

WHEREAS, a public hearing of this Board was advertised and held, at which time the recommendation of the Zoning Commission was presented, and interested parties present and concerned in the case were heard, and upon due and proper consideration having been given to the matter, it appears to this Board that the requested change of zone would not be in accord with the overall, comprehensive, zoning plan for Dade County, Florida;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the requested change of zone be and the same is hereby denied, as recommended by the Zoning Commission.

The Zoning Director is hereby directed to make the necessary notations on the records of the Dade County Building and Zoning Department.

PASSED AND ADOPTED this 16th day of June, 1960.

Board 5-18-60

No. 44

jd

6/22/60

RESOLUTION NO. 2108

The following resolution was offered by Commissioner

Edwin L. Mason, seconded by Commissioner

Paris N. Cowart, and upon poll of members

present, the vote was as follows:

Paris N. Cowart	aye	John B. McLeod	aye
Charles F. Hall	aye	Ralph A. Fossey	absent
Edwin L. Mason	aye		

WHEREAS, James B. Burgin has applied for a change of zone from AU (Agricultural) to BU-3 (Liberal Business) to permit operation of the Bank of Perrine on the S $\frac{1}{2}$, S $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ in Section 33, Township 55 South, Range 40 East; NE corner of SW 97th Avenue (Franjo Road) and 180th Street, Dade County, Florida, and

WHEREAS, a public hearing of the Dade County Zoning Commission was advertised and held as required by law, and after hearing all interested parties and considering the adjacent areas, the Zoning Commission carried to adopt the following resolution:

WHEREAS, the area concerned is in the midst of a single-family residential zone; this residential zoning conforming to the overall plan for the development of the area, and the parcel in question lies within the planned single family residential area, and

WHEREAS, the limits of the Perrine business area have only recently been established after many public hearings, and exhaustive studies by the Zoning and Planning Boards and the Board of County Commissioners, and

WHEREAS, the projection of the business area to the east of Franjo Road would be detrimental and harmful to the orderly development of the contemplated residential development, and

WHEREAS, the Zoning Commission sees no need for further business zoning because of existence of a great amount of vacant area in the planned and zoned business areas of Perrine;

NOW THEREFORE BE IT RESOLVED by the Dade County Zoning Commission that the application be recommended for denial, and

WHEREAS, a public hearing of this Board was advertised and held, at which time the recommendation of the Zoning Commission was presented, and interested parties present and concerned in the same were heard, and upon due and proper consideration having been given to the matter, it appears to this Board that a change of zone

to permit the requested bank use on a portion of the aforescribed property should be approved under certain conditions;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the requested change of zone to BU-3 be and the same is hereby denied and that the following changes of zone be and the same are hereby approved and said property is hereby zoned accordingly:

1. That the east 125' of the property in question be zoned RU-1, 12,500 cubic feet minimum.
2. That the west 250' of the east 375' of the property in question be zoned RU-2, 12,500 cubic feet minimum.
3. That the balance of the property in question (west 254') be and the same is hereby zoned BU-1, 12,500 cubic feet minimum, to permit the bank use, subject to the following conditions:
 - a. That a plot use plan be submitted to and meet with the approval of the Zoning Director; said plan to include among other things but be not limited thereto, location of building or buildings, type and location of signs, light standards, parking areas, exits and entrances, drainage, walls, fences, landscaping, etc.
 - b. That the use be established and maintained in accordance with the approved plan.

The Zoning Director is hereby directed to make the necessary changes and notations upon the maps and records of the Dade County Building and Zoning Department.

PASSED AND ADOPTED this 18th day of September, 1958.

Heard 8-20-58
No. 34
vd

BOARD OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA
BY RALPH A. FOSSEY
Chairman/Vice Chairman

E. B. LEATHERMAN, CLERK
By EDWARD D. PHELAN
Deputy Clerk

RESOLUTION NO. 2069

The following resolution was offered by Commissioner
Edwin L. Mason, seconded by Commissioner
Faris N. Cowart, and upon poll of members
present, the vote was as follows:

Faris N. Cowart	Aye	John B. McLeod	Aye
Charles F. Hall	Aye	Ralph A. Fossey	Aye
Edwin L. Mason	Aye		

WHEREAS, Wilson G. Lovell has applied for a change of zone from AU (Agricultural) to BU-3 (Liberal Business) on the N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ in Section 33, Township 55 South, Range 40 East; East side of SW 97th Avenue (Franjo Road) 500' N. of 180 Street, Dade County, Florida, and

WHEREAS, a public hearing of the Dade County Zoning Commission was advertised and held as required by law, and after hearing all interested parties and considering the adjacent areas, the Zoning Commission recommended that the application be denied, and

WHEREAS, a public hearing of this Board was advertised and held, at which time the recommendation of the Zoning Commission was presented, and interested parties present and concerned in the same were heard, and upon due and proper consideration having been given to the matter, it appears to this Board that the requested change of zone would not be in accord with the overall comprehensive zoning plan for Dade County, Florida;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the requested change of zone be and the same is hereby denied, as recommended by the Zoning Commission.

The Zoning Director is hereby directed to make the necessary notations upon the records of the Dade County Zoning and Building Department.

PASSED AND ADOPTED this 11 day of September, 1958.

Heard 8-20-58

No. 31
vd

BY
CHAIRMAN/VICE CHAIRMAN
RALPH A. FOSSEY
BOARD OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

BY
CLERK
EDWARD D. PHELAN
E. B. LEATHERMAN, CLERK
RECORDS CLERK

Standard 5-27-59

2:01 p. m.

CHAIRMAN SCHADE: Current Hearing No. 26, James B. Burgin.

MR. PERO: I move that the variance be granted subject to a restriction of the use to the fire department occupancy of one building and that the other frame buildings be restricted to office use and that a permit be issued on a temporary basis subject to review by this Board from year to year.

MR. ARONOVITZ: Second.

[The motion of Mr. Pero, having been duly seconded, was put to a vote and unanimously carried; Messrs. Aronovitz, Schade, Pero and Freeman voting aye; Mr. Trammell not present.]

- - -

Standard

June 12, 1959

James B. Burgin
8525 South Dixie Highway
Miami, Florida

Re: W. 289' of the N 3/4 of SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ in Sec. 33-55-40.
E/s of SW 97 Ave. between 178 St. & 179 Terr.

Dear Mr. Burgin,

The Dade County Board of Adjustment at its meeting of _____

May 27, 1959, approved your application on the above described property for exception to requirements that commercial buildings be of masonry construction, to permit use of existing frame buildings subject to a restriction of the use to the fire department occupancy of one building and that the other frame buildings be restricted to office use and that a permit be issued on a temporary basis subject to review by this Board from year to year.

The Board has requested that all applicants be advised of a thirty-day appeal period provided by statute from any of its decisions, and that any construction that is started during the appeal period, will be at the risk of the applicant, and so indicated in an affidavit before the permit will be issued.

Very truly yours,

DADE COUNTY BUILDING AND ZONING DEPARTMENT

Chester C. Czebrinski
Assistant Director

CCC: dw

ZONING & LAND USE MAPS

SHORES AT PALMETTO BAY
VPB-15-014

[Click to Print This Page](#)



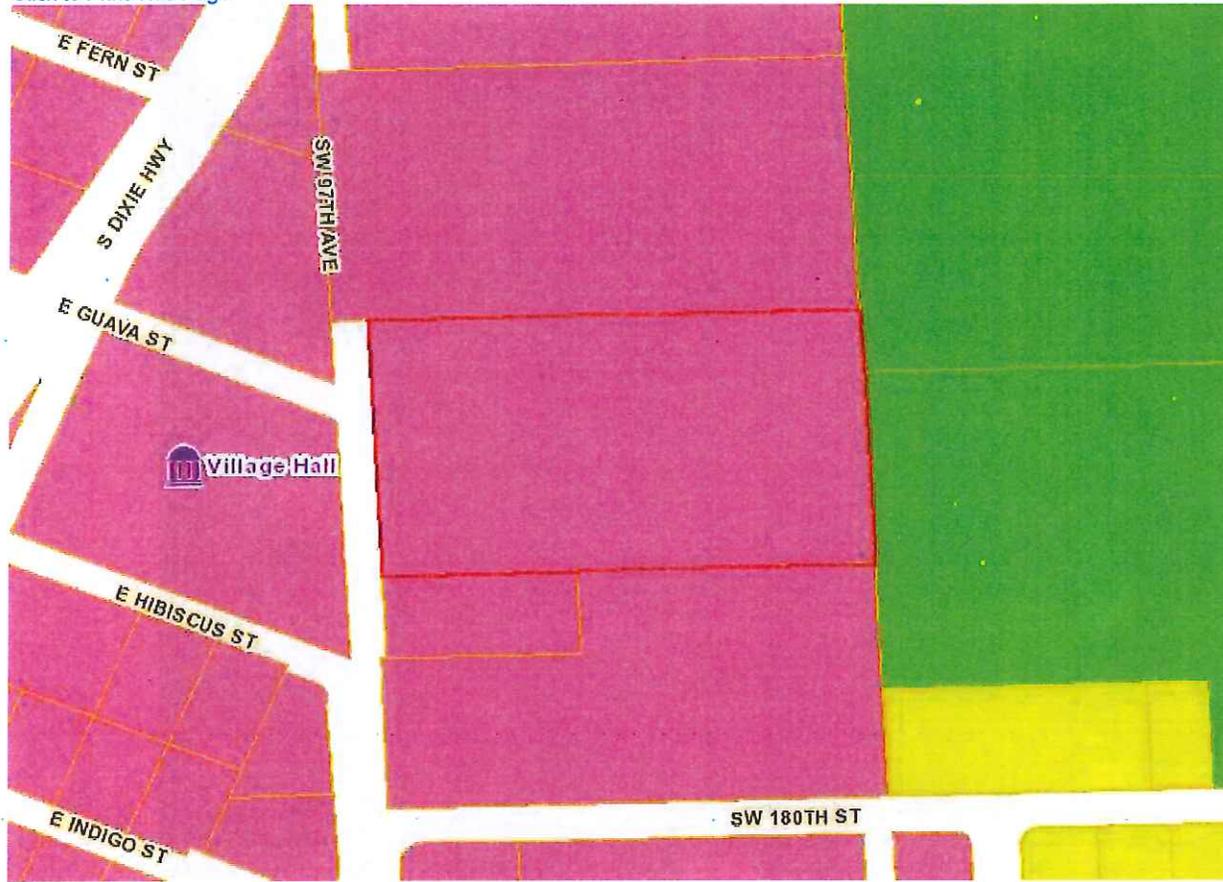
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Folio:	3350330000860
Site Address:	
Mailing Address:	SHORES AT PALMETTO BAY LLC 888 KINGMAN RD HOMESTEAD, FL 33035

Property Information:	
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	5.01 ACRES
Year Built:	0
Legal Description:	33 55 40 5.01 AC MLN1/2 OF SW1/4 OF NW1/4 OF SW1/4LESS W40FT FOR R/WF/A/U 30-5033-000-0860COC 24034-4438 11 2005 1OR 24034-4438 1105 00 Deed: 24034-4438

Sale Information:			
Sale Date:	11/2005	3/2005	5/2001
Sale Amount:	5000000	2850000	700000
Sale O/R:	24034-4438	23165-4639	19762-3430

Assessment Information:		
Year:	2016	2015
Land Value:	0	2839915
Building Value:	0	0
Market Value:	0	2839915
Assessed Value:	0	2839915
Homestead Exemption:	0	0
Senior Exemption:	0	0
Agricultural Exemption:	0	0
Widow Exemption:	0	0
Disabled Exemption:	0	0
Veteran Exemption:	0	0

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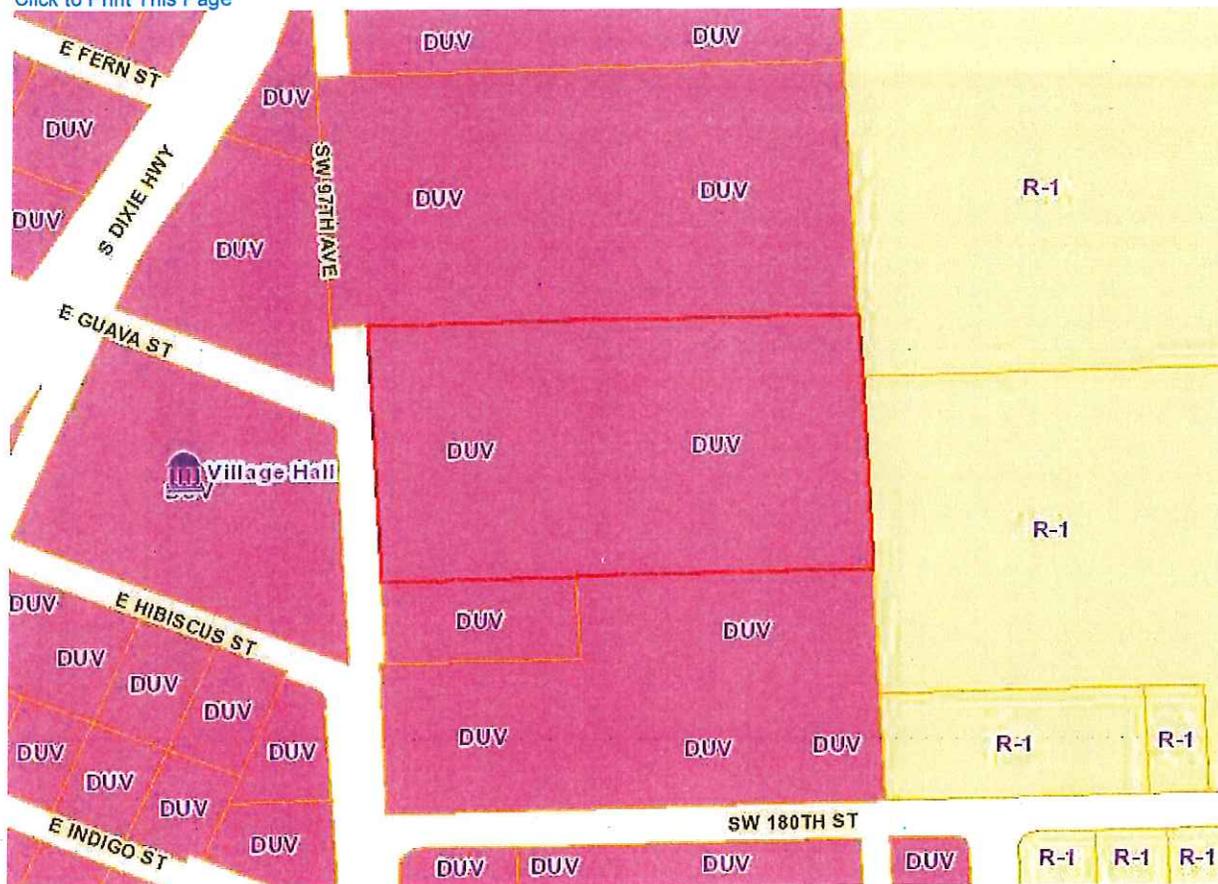
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[Click to Print This Page](#)



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Year Built:	0
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Senior Exemption:	0	0
Agricultural Exemption:	0	0
Widow Exemption:	0	0
Disabled Exemption:	0	0
Veteran Exemption:	0	0

POSTING & MAILING

SHORES AT PALMETTO BAY
VPB-15-014



VILLAGE OF PALMETTO BAY NOTICE OF ZONING PUBLIC HEARING

The Village of Palmetto Bay shall conduct a zoning public hearing on Monday, June 20, 2016, at 7:00 p.m. Discussion and public input will be welcomed concerning the following hearing item which may be of interest to your immediate neighborhood.

The following item is being considered pursuant to Division 30-120 of the Village's Land Development Code:

Applicant: Shores at Palmetto Bay, LLC.

Folio: 33-5033-000-0860

File #: VPB-15-014

Location: East side of Franjo Road roughly between East Hibiscus Street and Guava Street.

Zoned: Downtown Urban Village (DUV).

Request: Site plan, design considerations, and modification of a previously approved charter school.

PLANS ARE ON FILE FOR THE ABOVE APPLICATION AND MAY BE EXAMINED, BY APPOINTMENT, IN THE DEPARTMENT OF PLANNING AND ZONING AT VILLAGE HALL. PLANS MAY BE MODIFIED AT THE PUBLIC HEARING.

The hearing shall be held at the Council Chambers located within Village Hall, 9705 East Hibiscus Street, Palmetto Bay, FL 33157. Any meeting may be opened and/ or continued, under such circumstances, additional legal notice would not be provided. Any person may contact Village Hall at (305) 259-1234 for additional information.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation (or hearing impaired) to participate in this proceeding or to review any documents relative thereto should contact the Village for assistance at (305) 259-1234 no later than four (4) days prior to the proceedings.

VILLAGE OF PALMETTO BAY NOTICE OF PUBLIC HEARING

HEARING NUMBER: VPB-15-014
APPLICANT NAME: Shores at Palmetto Bay, LLC.
FOLIO: 33-5033-000-0860 ZONED: DUV
PROJECT LOCATION: East side of Franjo Road roughly between East Hibiscus Street and
Guava Street, PALMETTO BAY, FL 33157

REQUEST: Site plan, design considerations, and modification of a previously approved charter school.

PLANS ARE ON FILE AND MAY BE EXAMINED IN THE DEPARTMENT OF PLANNING AND ZONING AT VILLAGE HALL. PLANS MAY BE MODIFIED BEFORE AND DURING THE PUBLIC HEARING.

A PUBLIC HEARING WILL BE HELD MONDAY, June 20, 2016, AT 7:00 PM AT THE COUNCIL CHAMBERS LOCATED WITHIN VILLAGE HALL, 9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157.

YOU ARE NOT REQUIRED TO RESPOND TO THIS NOTICE: However, objections or waivers of objection may be made in person at the hearing or filed in writing prior to the hearing date with the Department of Planning and Zoning. Any meeting may be opened and continued, and under such circumstances, additional legal notice would be provided. Any person may contact Village Hall at (305) 259-1234 for additional information. Please call the Village Clerk for ADA needs (or hearing impaired) no later than four (4) days prior to the proceedings.

VILLAGE OF PALMETTO BAY NOTICE OF PUBLIC HEARING

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APPLICANT NAME: Shores at Palmetto Bay, LLC.
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VILLAGE OF PALMETTO BAY NOTICE OF PUBLIC HEARING

HEARING NUMBER: VPB-15-014
APPLICANT NAME: Shores at Palmetto Bay, LLC.
FOLIO: 33-5033-000-0860 ZONED: DUV
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REQUEST: Site plan, design considerations, and modification of a previously approved charter school.

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YOU ARE NOT REQUIRED TO RESPOND TO THIS NOTICE: However, objections or waivers of objection may be made in person at the hearing or filed in writing prior to the hearing date with the Department of Planning and Zoning. Any meeting may be opened and continued, and under such circumstances, additional legal notice would be provided. Any person may contact Village Hall at (305) 259-1234 for additional information. Please call the Village Clerk for ADA needs (or hearing impaired) no later than four (4) days prior to the proceedings.





PUBLIC NOTICE
CITY OF TAMPA

RESOLUTION

SHORES AT PALMETTO BAY

VPB-15-014

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; APPROVING THE REQUEST OF APPLICANT, SHORES AT PALMETTO BAY, LLC, TO ESTABLISH A CHARTER SCHOOL FACILITY FOR 1000 STUDENTS ON PROPERTY WITHIN THE DOWNTOWN URBAN VILLAGE DISTRICT PURSUANT TO DIVISION 30-120, OF THE VILLAGE LAND DEVELOPMENT CODE; PROVIDING AN EFFECTIVE DATE

WHEREAS, the applicant, Shores at Palmetto Bay, LLC, made applications for a public hearing pursuant to Divisions 30-30.5, 30-50.23, and 30-120 of the Village's Land Development Code (the "LDC") to adopt a site plan, approval of design considerations, and to establish a charter school at the third parcel from the NE corner of SW 97th Avenue and SW 180th Street, Palmetto Bay; and

WHEREAS, the Village Council of the Village of Palmetto Bay conducted a quasi-judicial hearing on the application at Village Hall, 9705 East Hibiscus Street, on June ____, 2016; and

WHEREAS, the Mayor and Village Council find, based on substantial competent evidence in the record, that the application for the charter school is consistent with the Village of Palmetto Bay's Comprehensive Plan and the applicable Land Development Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. Public Hearing. A public hearing on the present application was held on June 20, 2016, in accordance with the Village's "Quasi-judicial Hearing Procedures". Pursuant to the testimony and evidence presented during the hearing, the Village Council makes the following findings of fact, conclusions of law, and final order.

Section 2. Findings of Fact.

- a. The requested charter school is consistent with the Village's Comprehensive Plan, as further specified in the Analysis Section of the Village's Staff report.
- b. The rules that govern the conditions upon which a charter school is permitted to be configured and operated are found at Section 30-120 of the LDC "Public Charter School Facilities." After hearing the applicant and applicant's experts, the Village Council finds the charter school request consistent with those standards.

- 1 c. The Section 30-50.23.1.05.B provide for the Village Council to grant Design
2 Consideration to development standards of the DUV Code. After hearing the applicant
3 and applicant's experts, the Village Council finds the Design Consideration requests are
4 appropriate.
5
6 d. The rules that govern the conditions upon which a site plans are reviewed are found at
7 Section 30-30.5 of the LDR. After hearing the applicant and applicant's experts, the
8 Village Council finds the site plan request consistent with those standards.
9
10 e. The Applicant's traffic study indicates that the number of trips generated by the
11 proposed use does not cause the adjacent roadway to exceed the maximum capacity
12 thresholds established by Miami-Dade County. The Village's traffic engineering
13 consultant and the Traffic Engineering Division of Miami-Dade County both accept this
14 finding with conditions as noted in the staff report.
15
16 f. The Village Council accepts the findings of staff as it relates to compliance with of the
17 LDC, and the findings of the traffic study as confirmed by the Village's traffic
18 engineering consultant and the Traffic Engineering Division of Miami-Dade County.
19
20 g. The Village adopts and incorporates by reference the Planning & Zoning Department
21 staff report, which expert report is considered competent substantial evidence.
22
23 h. The Village Council did not have any substantive disclosures regarding ex-parte
24 communications and the applicant did not raise any objections as to the form or content
25 of any disclosures by the Council.
26
27 i. The applicant has agreed to all proposed modifications and conditions in the Section
28 entitled, "Order."
29

30 **Section 3. Conclusions of Law.**

31 The site plan for the proposed charter school use was reviewed pursuant to Section 30-120
32 of the LDC and was found to be conditionally consistent with the Comprehensive Plan and LDC.
33

34 **Section 4. Order.**

35 The Village Council, pursuant to Section 30-120 of the LDC, approves the plans entitled
36 "Parkside at Palmetto Bay", as prepared by Civica Architecture and Urban Design, dated stamped
37 received May 18, 2016, together with the traffic study, prepared by Richard Garcia & Association,
38 Inc., dated stamped received July 17, 2013, with the following conditions:
39

- 40 1. The application shall comply with all codes and ordinances of the Village and shall comply with
41 the requirements of all other applicable departments and agencies as part of the Village of

1 Palmetto Bay's building permit submittal process in addition to all design requirements under
2 the Downtown Urban Village Zoning District.

- 3
- 4 2. The application must meet the minimum requirements of Chapter 24 of the Code of Miami-
5 Dade County.
- 6
- 7 3. The project is consistent with LOS concurrency in so far as it is not subject thereto, however the
8 site plan and operations of the facility shall conform to the site plan date stamped May 18, 2016,
9 the approved traffic engineering study; and any conditions recommended in MDPW's final
10 report on said items.
- 11
- 12 4. Application shall comply with the all comments provided by the Village's Traffic Engineer.
- 13
- 14 5. The applicants shall work with the Art-in-Public-Places Advisory Board in addressing its Art in
15 Public Places requirement as required by 30-160, of the Village's Code of Ordinances.
- 16
- 17 6. The applicant must submit a list of other civic activities that may occur at the site beyond regular
18 school day activities. Applicant must provide list of anticipated events (civic group meetings,
19 sporting events, etc.).
- 20
- 21 7. The applicant is to comply with 30-120(6(c), relating to buffers and shall comply with all DERM
22 permit approval requirements.
- 23
- 24 8. The applicant shall comply with 30-120.6(h) relating to adhering to the typical public school
25 calendar. The proposed project will be consistent with other similar neighborhoods and
26 communities that host public schools adjacent to public amenities, businesses, and civic centers.
27 The applicant has not submitted information regarding school time starts. The applicant shall be
28 required to continue the staggered start times.
- 29
- 30 9. Operation of the school facility shall conform to the staggered start and dismissal times as
31 provided for in the application, traffic study, and traffic operations plan, provided the site plan
32 and operations of the facility conforms to the site plan date stamped April 5, 2016, the approved
33 traffic engineering study; and any conditions suggested MDPW's final report on said items.
- 34
- 35 10. The application shall come into compliance with any recommendations provided by the Miami-
36 Dade County's Department of Public Works.
- 37
- 38 11. Design consideration from Section 4.03.G.3, regarding the pedestrian paseo is granted provided
39 the buildings are constructed in substantial compliance with the approved plan.
- 40
- 41 12. Design consideration from Section 4.03.H.1(a), regarding a building exceeding 250 feet of
42 frontage is granted provided the buildings are constructed in substantial compliance with the
43 approved plan.
- 44

- 1 13. Design consideration from Section 4.03.H(1) regarding parapet wall height is granted provided
2 the buildings are constructed in substantial compliance with the approved plan.
3
4 14. Design consideration from Section 4.03.H.3, regarding building heights is granted provided the
5 buildings are constructed in substantial compliance with the approved plan.
6
7 15. Design consideration from Section 4.04.A(8), requiring 30% fenestration is granted provided the
8 buildings are constructed in substantial compliance with the approved plan..
9
10 16. Design Consideration from Section 4.03.H.b.(1), regarding breaks in building facade shall be
11 recessed from the build-to line is granted provided the buildings are constructed in substantial
12 compliance with the approved plan.
13

14 This is a final order.
15

16 **Section 5. Record.**

17 The record shall consist of the notice of hearing, the applications, documents submitted by
18 the applicant and the applicants' representatives to the Village of Palmetto Bay Department of
19 Planning and Zoning in connection with the applications, the County recommendation and attached
20 cover sheet and documents, the testimony of sworn witnesses and documents presented at the
21 quasi-judicial hearing, and the tape and minutes of the hearing. The record shall be maintained by
22 the Village Clerk.
23

24 **Section 6. Effective Date.** This resolution shall take effect immediately upon
25 adoption.

26 PASSED and ADOPTED this ____ day of June, 2016.
27
28
29

30 Attest: _____
31 Meighan Alexander
32 Village Clerk
33
34
35
36
37

Eugene Flinn
Mayor

38 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
39 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:
40

41 _____
42 Dexter W. Lehtinen
43 Village Attorney
44

1 FINAL VOTE AT ADOPTION:
2
3 Council Member Karyn Cunningham _____
4
5 Council Member Tim Schaffer _____
6
7 Council Member Larissa Siegel Lara _____
8
9 Vice-Mayor John DuBois _____
10
11 Mayor Eugene Flinn _____
12
13

14 This Resolution was filed in the Office of the Village Clerk on this ____ day of _____, 2016.
15
16

17 _____
18 Meighan Alexander
19 Village Clerk
20
21

APPLICATION

SHORES AT PALMETTO BAY
VPB-15-014

C I V I C A

May 5, 2016

To: Mr. Darby Delsalle
Director / Planning & Zoning Department
Village of Palmetto Bay
8950 SW 152 Street
Palmetto Bay, FL 33157

Re: Parkside at Palmetto Bay Public Charter School
Located on the east side of Franjo Road (SW 97th Avenue), and north of 180th Street.

Dear Mr. Delsalle:

The attached is our submittal of the Parkside at Palmetto Bay / Somerset Academy Public Charter School site plan for your review, representing the first phase of the development of the mixed-use residential/retail/educational project. The approval for the public charter school currently in place on this property was previously granted by the Village of Palmetto Bay in 2013/2014. That approval reflects a K-12 charter school with a capacity of 1,400 student stations. We have subsequently revised the design and site plan and are now seeking approval for the construction of a public charter school designed to accommodate 1,000 student-stations serving grades pre-K through 8th grade, with the remainder of the site being reserved for a future multifamily residential project with associated structured parking and ground floor retail space along Franjo Road.

The school's unique location adjacent to Palmetto Bay Park will provide students with safe and secure passage to the park and its many amenities. The architectural design of the school is also intended to be consistent with the character of the Downtown Urban Village design regulations, promoting open loggias and courtyards, natural light, an abundant amount of landscaping.

Further, this project requires no variances and, as previously stated, is consistent with the urban design characteristics envisioned by the Village of Palmetto Bay. We are requesting **design consideration** for the following items:

- 1) The **pedestrian paseo** exceeds the 200 foot maximum cross-block access requirement of the DUV by 36 feet.
 - i. This was done to achieve alignment with the proposed *paseo* of the neighboring south property (folio#33-5033-000-0860), which cannot achieve compliance with the 200 foot requirement due to an abutting private property (folio#33-5033-000-0880).
- 2) Proposed charter school **building frontage** (maximum 250 foot maximum length) and massing differs from requirements of the DUV.
 - i. The narrow parcel requires us to use the full length in order to stay below height restrictions and provide the required facilities for a viable educational building.
 - ii. Building massing is also a product of the narrow site geometry

8323 NW 12th St / Suite 106 / Doral, FL 33126

v.305.593.9099 / f.305.5939855

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C I V I C A

- 3) **Parapet wall** exceeds maximum 40" tall, measured from the top of the highest slab for a flat roof.
- i. The rooftop play areas require at least 8 feet of barrier to ensure adequate deflection of errant basketballs and to ensure student safety. Where applicable, a combination of 4' parapet with 4' fence mounted above the parapet is used. Also, 12" x 24" rectangular cutouts line the rooftop areas throughout. These are all placed in harmony with the building facades.
- 4) Charter school building **floor-to-floor heights** differ from the minimum/maximum heights required by Table 33 (VPB Zoning code Section 4.03 H3(a-c)).
- i. The floor to floor heights prescribed in Table 33 are not compatible with the proposed charter school building. The 14ft(min)-to 18ft(max) ground floor would create unnecessary headroom on the ground floor while the 12ft(max) on the upper floors negates us space needed for structure and HVAC ductwork and would require us to lower the finished ceiling 10 inches in the classrooms.
 - ii. The applicant will, however, revisit the floor-to-floor heights to determine viability of meeting the parameters set forth by Table 33.
- 5) The VPB Zoning code Section 4.04 A8 (iv) requires 30% fenestration along all street frontages. The proposed design provides the following:
- 30% along the east frontage
 - 21.67% along the north frontage
 - 20.55% along the south frontage

The cumulative amount of fenestration is 24%. See plans, Sheet SP-2. We feel that the proposed design is consistent with the aesthetic merits of the code and provides an acceptable balance of solid wall and fenestrations. The resulting design provides the school with ample natural light and protection, and creates a pleasant aesthetic along the street frontages.

- 6) Section 4.03.H.b.(1). *Break in building facade shall be recessed from the build-to line, up to two (2) feet maximum and shall be at a minimum, be the height of the base element of the building, where required.* The applicants design expands the private open space by shifting the building back in multiple places to visually create more flow along the building and provides for a better design by allowing for more green space at the street level.

Park Use Agreement

As part of this application, we are seeking a **park use agreement** between the Village and the school as part of the site plan approval. Such agreement will establish the guidelines and terms for the school's use of the Palmetto Bay Park during school hours.

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C I V I C A

Design and Vehicular Movements

The design of the school is composed of a four-story classroom building, a multi-purpose cafeteria, library and labs, and an accessible roof-top playground. The proposed site plan provides for an internal queuing lane that will adequately accommodate the school's arrival and dismissal functions on-site. Please refer to approved traffic study and subsequent technical memos for additional information on school-related traffic data. The proposed queuing lane begins at the site's northwest driveway at Franjo Road and continues eastbound through the site, culminating along the west façade of the school.

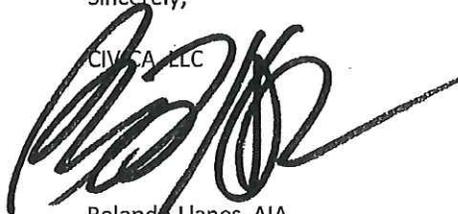
School Parking

As per the Florida Building Code's public school parking standards (FBC Sect. 453.10.2.8), the parking requirements for a school of this type are 77 spaces (see plans for calculations and distribution). However, we are proposing a total of 94 spaces, which generates a surplus of 17 spaces. Of the 77 required spaces, we are requesting that the Village reserve the on-street parallel spaces (32 as shown on our attached site plan) to be constructed in the public right of way on the project-side of the perimeter roads (excluding Franjo) as spaces to be used by school staff during school operating hours. The reservation of these spaces for school use must be guaranteed by the Village of Palmetto Bay by way of an appropriate enforcement mechanism to be established prior to the opening of the facility.

We believe that the Parkside Public Charter School project embodies the principles sought by the Village of Palmetto Bay for the subject area – a unique mixed-use urban environment that brings together shopping, residential, office, civic, and recreational uses. We thank you in advance for your review, and we look forward to your input as the project progresses.

Sincerely,

CIVICA LLC



Rolando Llanes, AIA
President

8323 NW 12th St / Suite 106 / Doral, FL 33126

v.305.593.9099 / f.305.5939855

www.civicagroup.com

C I V I C A

October 8, 2015

To: Mr. Darby Delsalle
Director / Planning & Zoning Department
Village of Palmetto Bay
8950 SW 152 Street
Palmetto Bay, FL 33157

Re: **Parkside at Palmetto Bay / Somerset Academy Public Charter School**
Located on the east side of Franjo Road (SW 97th Avenue), and north of 180th Street.

Dear Mr. Delsalle:

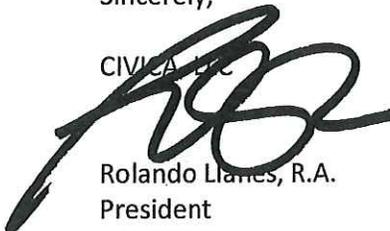
The attached is our submittal of the Parkside at Palmetto Bay / Somerset Academy Public Charter School project for your review. This submittal is seeking approval for the construction of a public charter school designed to accommodate 1,000 student-stations in grades pre-K through 8th grade. The design of the school is composed of a three-story classroom building, a multi-purpose cafeteria, library and labs, and an accessible roof-top playground. The proposed site plan provides for an internal queuing lane that will accommodate the school's arrival and dismissal functions on-site. As per the Florida Building Code's Public School parking standards (FBC Sect. 423.10.2.8), the parking requirements for a school of this type are 77 spaces (see plans for calculations and distribution). However, we are proposing a total of 81 on-site spaces for a surplus of ten spaces.

The school's unique location adjacent to Palmetto Bay Park will provide students with safe and secure passage to the park and its many amenities. The architectural design of the school is also intended to be consistent with the character of the FT&I, promoting open loggias and courtyards, natural light, an abundant amount of landscaping. Additional information regarding the project can be found in the attached outline that addresses **Division 30-120 / Public Charter School Facilities** of the Village of Palmetto Bay Code of Ordinances. Further, this project requires no variances and, as previously stated, is consistent with the urban design characteristics envisioned by the Village of palmetto Bay.

We believe that the Somerset Academy Public Charter School project embodies the principles proposed for the Franjo Triangle and US 1 Island District – a unique mixed-use urban environment that brings together shopping, residential, office, civic, and recreational uses. We thank you in advance for your review, and we look forward to your input as the project progresses.

Sincerely,

CIVICA LLC


Rolando Llanes, R.A.
President

8323 NW 12th St / Suite 106 / Doral, FL 33126

v.305.593.9099 / f.305.5939855

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CHILD CARE CHECK LIST FOR CHARTER SCHOOLS

A signed charter contract from the Miami-Dade County School Board must accompany this application which matches the location, # of students and grade levels of the proposed application.

School Name: SOMERSET ACADEMY School Address: SW 97TH AVE & SW 179TH ST

Tax Folio # 30 33-5033-000-0860 Total size of site: 218,776 acres

Is this an expansion to an existing school? Yes No

If yes, indicate the # of students and grade levels previously approved:

N/A and the Resolution # N/A

Number of children/students requested: 1,000 Grade Levels: K-8 Ages: 5-14

Number of classrooms: 58 Total square footage of classroom area: 32,100

Total square footage of non-classroom area (offices, bathrooms, kitchens, etc.) 33,150

Total square footage of outdoor recreation/play area: 8,840

Number of parking spaces provided for staff, visitors, and transportation vehicles: 81

Days and hours of operation: 7 AM TO 4 PM

THE INFORMATION ABOVE IS COMPLETE AND IS CORRECT TO THE BEST OF MY KNOWLEDGE.

Signed, sealed, executed and acknowledged on this 8 day of OCTOBER at Miami-Dade County, Florida.

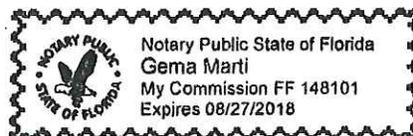
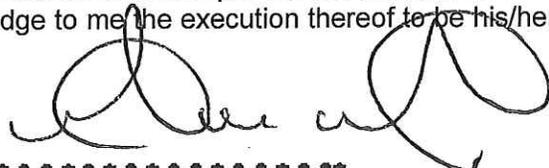
WITNESSES:



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I hereby certify that on this 8 day of OCTOBER, 2015, before me personally appeared Alexis Luis Hernandez, to me known to be the person described in an who executed the foregoing instrument and he/she acknowledge to me the execution thereof to be his/her free act for the uses and purposes therein mentioned.

My Commission Expires 8/27/18



CHILD CARE CHECK LIST FOR CHARTER SCHOOLS

A signed charter contract from the Miami-Dade County School Board must accompany this application which matches the location, # of students and grade levels of the proposed application.

School Name: SOMERSET ACADEMY School Address: SW 97TH AVE & SW 179TH ST

Tax Folio # 30 33-5033-000-0860 Total size of site: 218,776 acres

Is this an expansion to an existing school? Yes No

If yes, indicate the # of students and grade levels previously approved:

N/A and the Resolution # N/A

Number of children/students requested: 1,000 Grade Levels: K-8 Ages: 5-14

Number of classrooms: 58 Total square footage of classroom area: 32,100

Total square footage of non-classroom area (offices, bathrooms, kitchens, etc.) 33,150

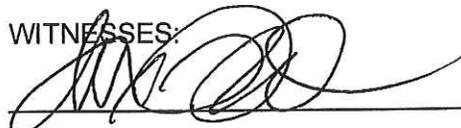
Total square footage of outdoor recreation/play area: 8,840

Number of parking spaces provided for staff, visitors, and transportation vehicles: 81

Days and hours of operation: 7 AM TO 4 PM

THE INFORMATION ABOVE IS COMPLETE AND IS CORRECT TO THE BEST OF MY KNOWLEDGE.

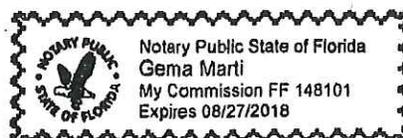
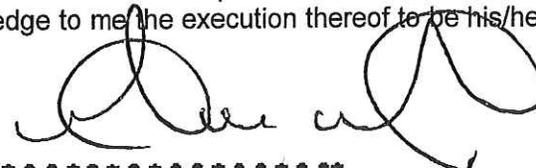
Signed, sealed, executed and acknowledged on this 8 day of OCTOBER at Miami-Dade County, Florida.

WITNESSES:



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I hereby certify that on this 8 day of OCTOBER, 2015, before me personally appeared Alexander Luis Hernandez, to me known to be the person described in an who executed the foregoing instrument and he/she acknowledge to me the execution thereof to be his/her free act for the uses and purposes therein mentioned.

My Commission Expires 8/27/18



C I V I C A

October 8, 2015

To: Mr. Darby Delsalle
Director / Planning & Zoning Department
Village of Palmetto Bay
8950 SW 152 Street
Palmetto Bay, FL 33157

Re: **Parkside at Palmetto Bay / Somerset Academy Public Charter School**
Located on the east side of Franjo Road (SW 97th Avenue), and north of 180th Street.

Dear Mr. Delsalle:

The attached is our submittal of the Parkside at Palmetto Bay / Somerset Academy Public Charter School project for your review. This submittal is seeking approval for the construction of a public charter school designed to accommodate 1,000 student-stations in grades pre-K through 8th grade. The design of the school is composed of a three-story classroom building, a multi-purpose cafeteria, library and labs, and an accessible roof-top playground. The proposed site plan provides for an internal queuing lane that will accommodate the school's arrival and dismissal functions on-site. As per the Florida Building Code's Public School parking standards (FBC Sect. 423.10.2.8), the parking requirements for a school of this type are 77 spaces (see plans for calculations and distribution). However, we are proposing a total of 81 on-site spaces for a surplus of ten spaces.

The school's unique location adjacent to Palmetto Bay Park will provide students with safe and secure passage to the park and its many amenities. The architectural design of the school is also intended to be consistent with the character of the FT&I, promoting open loggias and courtyards, natural light, an abundant amount of landscaping. Additional information regarding the project can be found in the attached outline that addresses **Division 30-120 / Public Charter School Facilities** of the Village of Palmetto Bay Code of Ordinances. Further, this project requires no variances and, as previously stated, is consistent with the urban design characteristics envisioned by the Village of palmetto Bay.

We believe that the Somerset Academy Public Charter School project embodies the principles proposed for the Franjo Triangle and US 1 Island District – a unique mixed-use urban environment that brings together shopping, residential, office, civic, and recreational uses. We thank you in advance for your review, and we look forward to your input as the project progresses.

Sincerely,

CIVICA, LLC


Rolando Llanes, R.A.
President

8323 NW 12th St / Suite 106 / Doral, FL 33126

v.305.593.9099 / f.305.5939855

www.civicagroup.com



SEC: _____ TWP: _____ RGE: _____
By: TR
Village of Palmetto Bay
Building & Zoning Department

RECEIVED
Zoning Department
10/15/15

ZONING HEARING (ZH) APPLICATION
Village of Palmetto Bay, Department of Planning and Zoning

LIST ALL FOLIO #S: 33-5033-000-0860 Date Received _____

1. NAME OF APPLICANT (Owner(s) of record of the property or lessee. If applicant is a lessee, an executed 'Owner's Sworn-to-Consent' and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a "Disclosure of Interest" is required).

SHORES AT PALMETTO BAY, LLC

2. APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:

Mailing Address: 277 GALEON COURT
City: CORAL GABLES State: FLORIDA Zip: 33143 Phone#: (305) 441-8786

3. OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:

Owner's Name (Provide name of ALL owners): SHORES AT PALMETTO BAY, LLC
City: CORAL GABLES State: FLORIDA Zip: 33143 Phone#: (305) 441-8786

4. CONTACT PERSON'S INFORMATION:

Name: WAYNE ROSEN Company: MANAGER-SHORES AT PALMETTO BAY, LLC
City: CORAL GABLES State: FLORIDA Zip: 33143 Cell Phone#: (305) 441-8786
Phone: (305) 441-8786 Fax #: _____ Email: WROSEN55@gmail.com

5. LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, range. If the application contains multiple rezoning requests, a legal description for each requested zone must be provided. Attach separate sheets as needed and clearly label (identify) each legal description attached. In addition to paper version it is requested that lengthy metes and bounds descriptions be provided on diskette or compact disc in Microsoft Word or compatible software.)

THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 55 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FL, LESS THE WEST 40 FEET THEREOF FOR ROAD RIGHT-OF-WAY.

6. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc.)

SW 97TH AVE & 179TH ST (VACANT LOT)

7. SIZE OF PROPERTY (in acres): 5.01 (divide total sq. ft. by 43,560 to obtain acreage)

8. DATE property acquired leased: 11/05 9. Lease term: _____ years
(month & year)

10. IS CONTIGUOUS PROPERTY OWNED BY THE SUBJECT PROPERTY OWNER(S)? NO YES
If yes, provide complete legal description of said contiguous property.

11. Is there an option to purchase or lease the subject property or property contiguous thereto?
 NO YES (If yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form)

12. PRESENT ZONING CLASSIFICATION: MM And MN

13. APPLICATION REQUESTS (Check all that apply and describe nature of the request in space provided)

- District Boundary (zone) Changes [Zone(s) requested]: _____
(Provide a separate legal description for each zone requested)
- Unusual Use: _____
- Use Variance: _____
- Non-Use Variance: _____
- Alternative Site Development: Option: _____
- Special Exception: _____
- Modification of previous resolution/plan: _____
- Modification of Declaration of Covenant: _____

14. Has a public hearing been held on this property within the eighteen (18) months? NO YES
If yes, provide applicant's name, date, purpose and result of hearing, and resolution number:

15. Is this application a result of a violation notice? NO YES (If yes, give name to whom the violation notice was served: and describe the violation: _____)

16. Describe structures on the property: VACANT

17. Is there any existing use on the property? NO YES (If yes, what use and when established?)

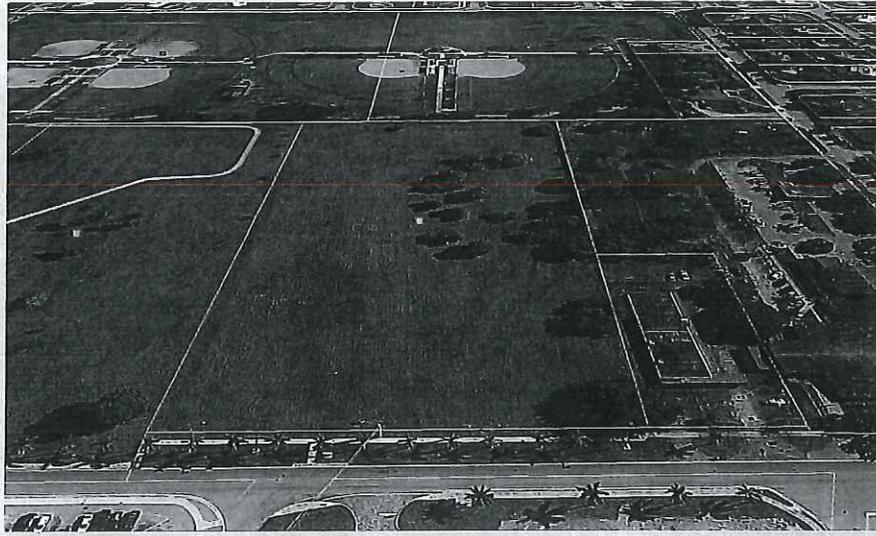
Use: _____ Year: _____

Planning Staff Use Only

Base Fee	Reviewed and Accepted By	Date
Receipt No.	Deemed Complete By	Date

PHOTOGRAPHS

FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION



DISCLOSURE OF INTEREST

If a CORPORATION owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or other similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

CORPORATION NAME: SHORES@PALMETTO BAY, LLC

<u>NAME AND ADDRESS</u>	<u>Percentage of Stock</u>
<u>WAYNE ROSEN - 277 GALEON COURT, CORAL GABLES, FL</u>	<u>50%</u>
<u>DREW ROSEN - 277 GALEON COURT, CORAL GABLES, FL</u>	<u>50%</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

If a TRUST or ESTATE owns or leases the subject property, list the trust beneficiaries and the percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

TRUST/ESTATE NAME: _____

<u>NAME AND ADDRESS</u>	<u>Percentage of Stock</u>
<u> </u>	<u> </u>

If a PARTNERSHIP owns or leases the subject property, list the principals including general and limited partners. [Note: Where the partner(s) consist of another partnership(s), corporation(s), trust(s) or other similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: _____

<u>NAME AND ADDRESS</u>	<u>Percentage of Stock</u>
<u> </u>	<u> </u>

If there is a CONTRACT FOR PURCHASE, by a Corporation, Trust or Partnership list purchasers below, including principal officers, stockholders, beneficiaries or partners. [Note: Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or other similar entities, further disclosure shall be made to identify natural persons having the ultimate ownership interests].

APPLICANT'S AFFIDAVIT

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

OWNER OR TENANT AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that (I am) (we are) owner tenant of the property described and which is the subject matter of the proposed hearing.

Signature _____

Signature _____

Sworn to and subscribed to before me this ____ day of _____, 20__.

Notary Public: _____

Commission Expires: _____

CORPORATION AFFIDAVIT

Manager

(I)(WE), WAYNE ROSEN, being first duly sworn, depose and say that (I am) (we are) ~~(we are)~~ the President Vice-President Secretary Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the owner tenant of the property described herein and which is the subject matter of the proposed hearing.

Attest: _____

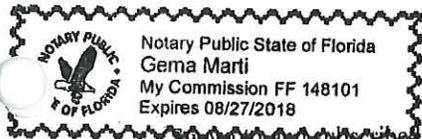
Authorized Signature _____

MANAGER

Office Held _____

Notary Public: _____

Commission Expires: 8/27/18



(Corporate Seal)

Sworn to and subscribed to before me this 7th day of October, 2015.

PARTNERSHIP AFFIDAVIT

(I)(WE), _____, being first duly sworn, depose and say that (I am) (we are) partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the owner tenant of the property described herein which is the subject matter of the proposed hearing.

By _____ %

By _____ %

By _____ %

By _____ %

Sworn to and subscribed to before me this ____ day of _____, 20__.

Notary Public: _____

Commission Expires: _____

ATTORNEY AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am Attorney for the Owner of the property described and which is the subject matter of the proposed hearing.

Signature _____

Sworn to and subscribed to before me this ____ day of _____, 20__.

Notary Public: _____

Commission Expires: _____

**OWNERSHIP AFFIDAVIT
FOR
CORPORATION**

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Public Hearing No. _____

Before me, the undersigned authority, personally appeared WAYNE ROSEN
hereinafter the Affiant(s), who being first duly sworn by me, an oath,
deposes and says:

1. Affiant is the ~~president, vice-president or CEO~~ ^{Manager} of the Corporation, with the following address: 277 GALEON COURT, CORAL GABLES, FLORIDA 33143
2. The Corporation owns the property which is the subject of the proposed hearing.
3. The subject property is legally described as:
THE NORTH ONE-HALF (N-1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 55 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS THE WEST 40 FEET THEREOF FOR ROAD RIGHT-OF-WAY.
4. Affiant is legally authorized to file this application for public hearing.
5. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

[Signature]
Signature

Alejandro Diaz
Print Name

[Signature]
Signature

CARLOS G. PEREZ
Print Name

[Signature]
Affiant's Signature

Wayne Rosen
Print Name

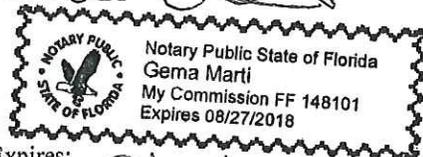
Sworn to and subscribed before me on the 7th day of October, 2015.

Affiant is personally known to me or has produced _____ as identification.

Notary [Signature]

(Stamp/Seal)

Commission Expires:



8/27/18

RESPONSIBILITIES OF THE APPLICANT AFFIDAVIT

I AM AWARE THAT:

1. The Public Works Department, the Department of Environmental Resources Management (DERM), and other County agencies review and critique zoning hearing applications which may affect the scheduling and outcome of my hearing. These reviews may require additional hearings before DERM's Environmental Quality Control Board (EQCB), or other County boards, and/or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM or Public Works conditions and advise this office in writing if my application will be withdrawn.
2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property and I am responsible for paying the additional radius mailing costs. In addition to mailing costs, I am responsible for additional fees related to application changes, plan revisions, deferrals, re-advertising, etc., that may be incurred. I understand that fees must be paid promptly. Applicants withdrawn within 60 days of the filing are eligible for a refund of 50% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. Refunds must be requested in writing.
3. The Florida Building code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and a building permit will probably be required. I am responsible for obtaining any required permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use (C.U.) must be obtained for the use of the property after it has been approved at Zoning Hearing. Failure to obtain the required permits and/or C.U., Certificates of Completion (C.C.) or Certificate of Occupancy (C.O.) will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
4. The 3rd District Court of Appeal has ruled that zoning application inconsistent with the Comprehensive Plan (CP) cannot be approved by a zoning board based upon considerations of fundamental fairness. Therefore, I acknowledge that if the hearing request is inconsistent with the CP and I decide to go forward then my hearing request can only be denied or deferred, but not approved.
5. Any covenant to be proffered must be submitted to the Village Attorney, on County form, at least 1 month prior to the hearing date. The covenant will be reviewed and the applicant will be notified if changes or corrections are necessary. Once the covenant is acceptable, the applicant is responsible to submit the executed covenant with a current 'Opinion of Title' within 1 week of the hearing. Village Attorney can advise as to the additional requirements applicable to foreign corporations. Documents submitted to the Village Attorney must carry a cover letter indicating subject matter, application number and hearing date. Village Attorney may be reached at (305) 760-8543.

Shores at Palmetto Bay, LLC, By:

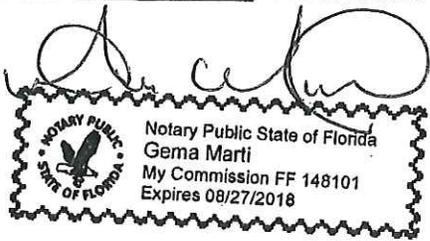
Way Rosen
(Applicant's Signature)

Wayne Rosen, Manager

(Print Name)

Sworn to and subscribed to before me this 7th day of October, 2015. Affiant is personally known to me or has produced _____ as identification.

(Notary Public)
My commission expires: 8/27/18



PLANS

SHORES AT PALMETTO BAY
VPB-15-014

PARKSIDE AT PALMETTO BAY

A SHORES DEVELOPMENT PROJECT

PROJECT ADDRESS:

SW 97th AVENUE & 180th STREET
 PALMETTO BAY, FL 33157
 FOLIO # : 33-5033-000-0860

APPLICANT:

SHORES AT PALMETTO BAY, LLC
 277 GALLEON COURT
 CORAL GABLES, FL 33143
 DATE: MAY 2016
 SUBMITTAL: ZONING APPLICATION
 CIVICA PROJECT #: 100207

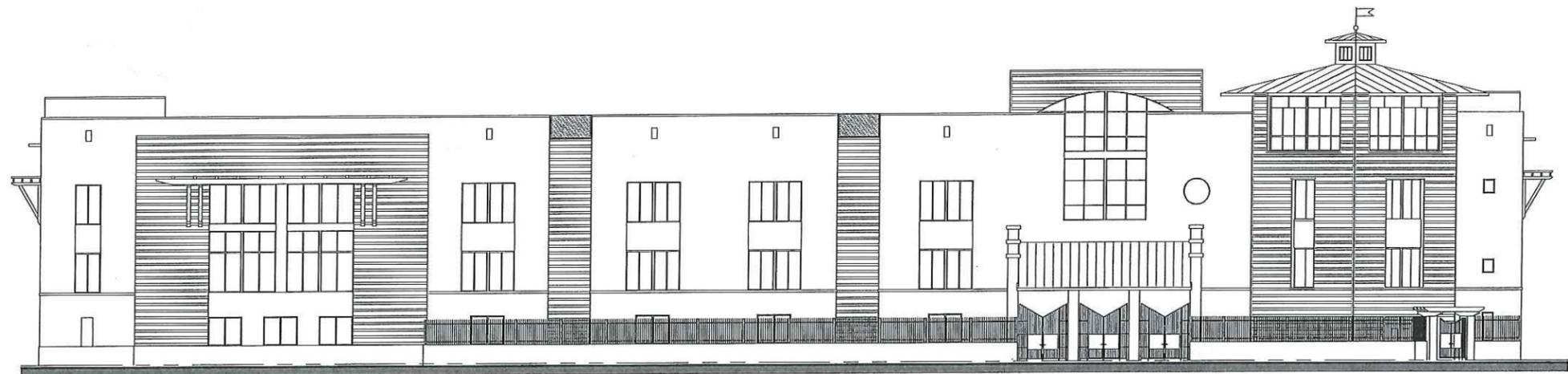
CIVICA

ARCHITECTURE AND URBAN DESIGN

8323 NW 12TH ST
 SUITE 106
 DORAL, FL 33126
 PH. 305.593.9959
 FX. 305.593.9855



LANDSCAPE ARCHITECTURE / LAND PLANNING
 17670 NW 78th AVE., Suite 214, MIAMI, FLORIDA, 33015
 PHONE: 305-382-1018, FAX: 305-382-1019, CORPORATE # L0000266
 www.ROSENBERGGARDNER.com



INDEX	
	COVERSHEET
SP-1	PROPOSED SITE PLAN
SP-2	PROPOSED SITE DATA
SU-1	SURVEY
FP-1	PROPOSED GROUND FLOOR PLAN
FP-2	PROPOSED SECOND FLOOR PLAN
FP-3	PROPOSED THIRD FLOOR PLAN
FP-4	PROPOSED FOURTH/ROOF LEVEL PLAN
EL-1	PROPOSED ELEVATIONS
DT-1	PROPOSED SITE DETAILS
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LA-1.02	PLANTING PLAN
LA-1.03	PLANTING PLAN
LA-1.04	PLANTING NOTES, SPECIFICATIONS AND DETAILS

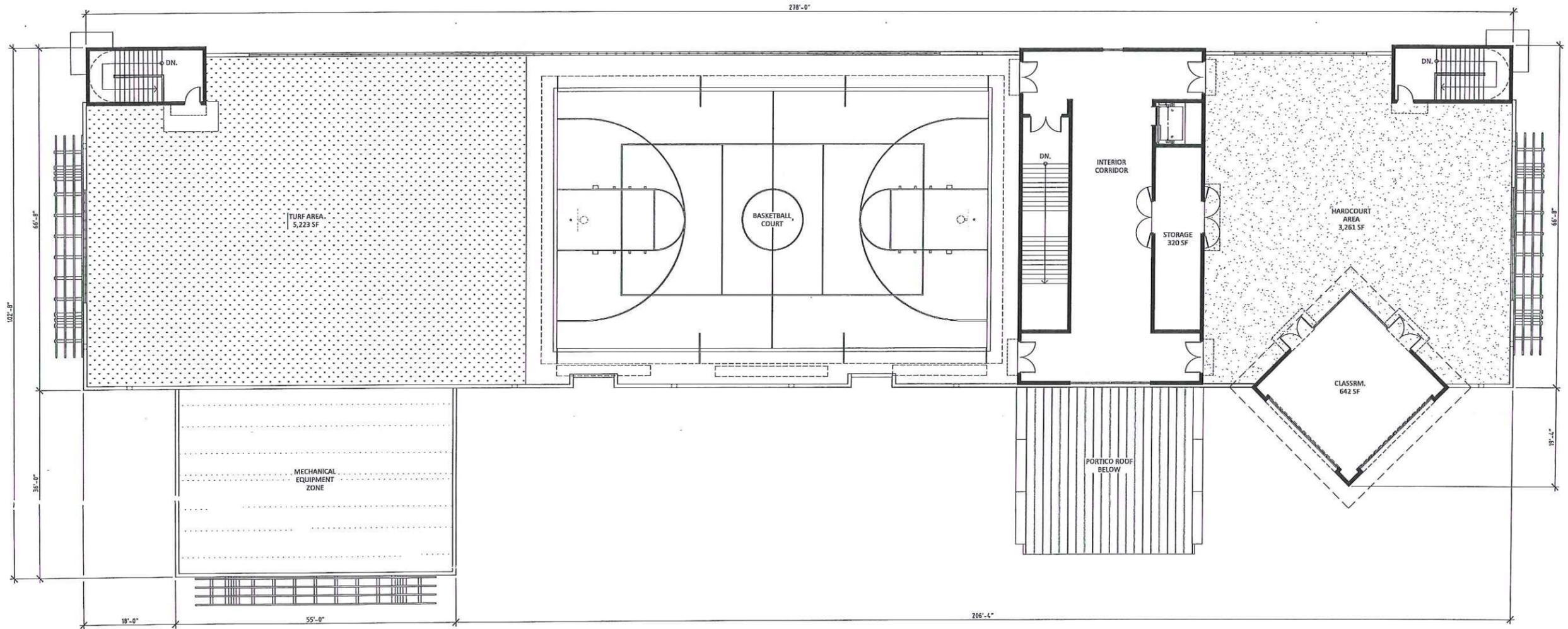
PROJECT:
**PARKSIDE at
 PALMETTO BAY**
 SW 97th Avenue & 180th Street
 Palmetto Bay, FL 33157

Folio 33-5033-000-0860

APPLICANT:
**SHORES at
 PALMETTO BAY LLC**
 1371 Sawgrass Corporate Parkway
 Sunrise, FL 33323
 305-441-8786

ISSUED FOR:
 SITE PLAN
 APPROVAL

CIVICA PROJECT No :
 100207



No.	DATE	REVISION	BY

DRAWN BY: AD
 APPROVED BY: RL
 DATE: MAY 2015
 SCALE: AS SHOWN

PROPOSED ROOF/FOURTH FLOOR PLAN
 SCALE: 1" = 10'
 1
 FP-4

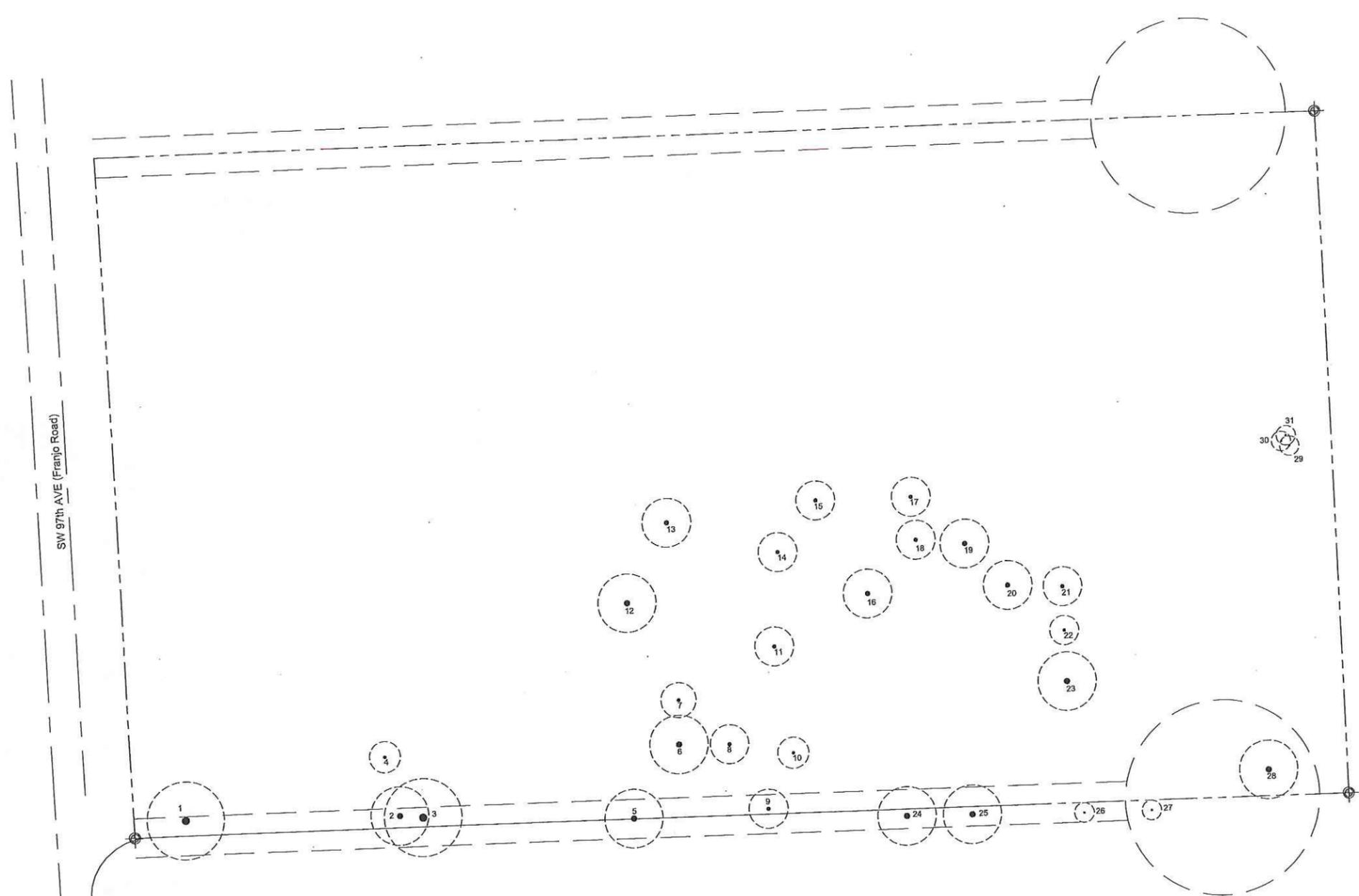
SEAL/SIGNATURE

VILLAGE USE ONLY

ROLANDO LLANES
 AR - 0013160
 This drawing is the property of CIVICA and is not to be reproduced or copied in whole or part. It is not to be used on any other project and is to be returned on request.
 COPYRIGHT © 2015

SHEET TITLE
**PROPOSED
 ROOF/FOURTH
 FLOOR PLAN**

SHEET NUMBER
FP-4



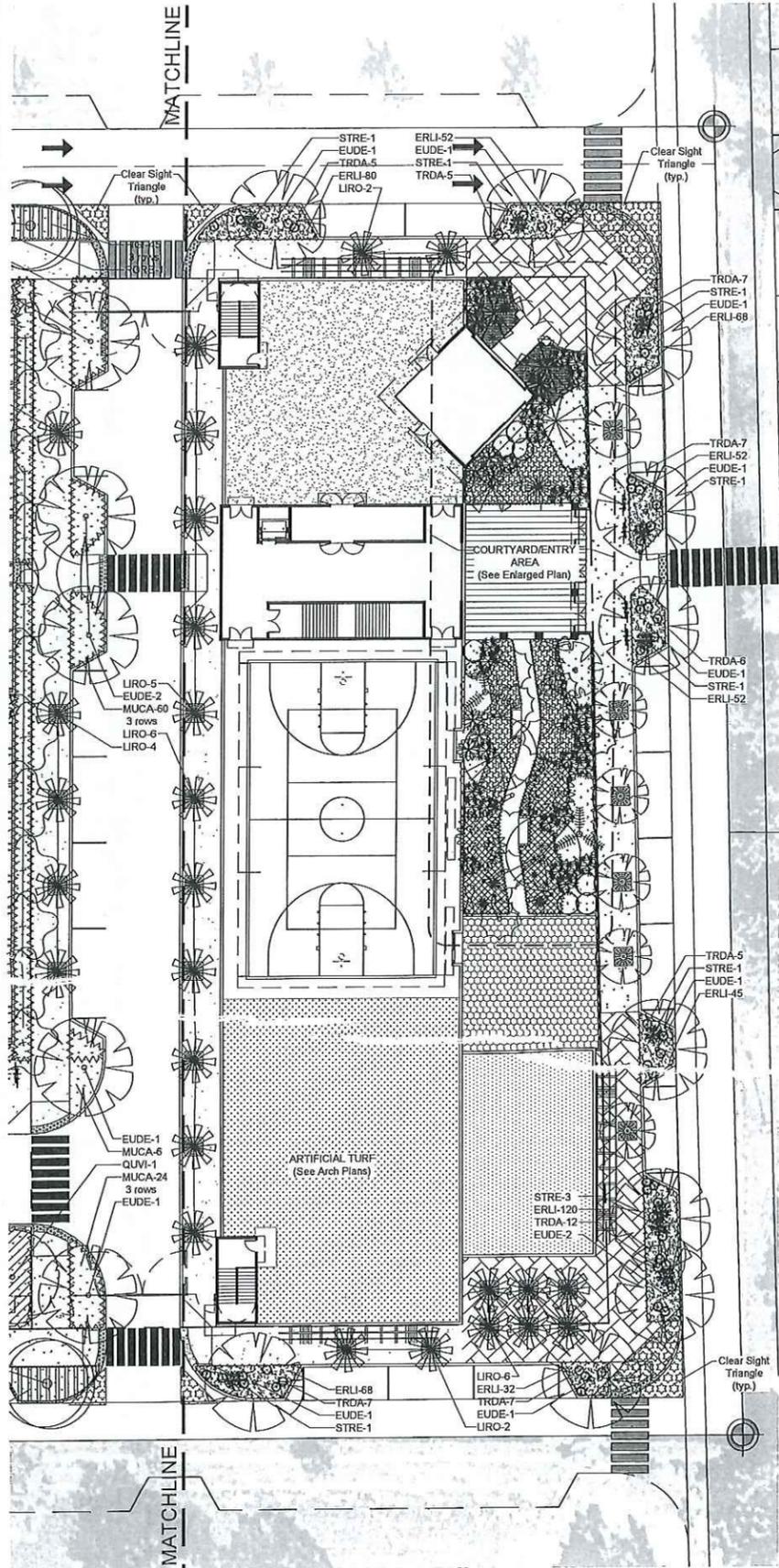
EXISTING TREE DISPOSITION LIST

KEY	BOTANICAL NAME	COMMON NAME	SIZE		DISPOSITION			MITIGATION
			HT (ft.)	SPD (ft.)	DEPL (ft.)	REMAIN	REMOVE	
1	Rhacocobulum unguis-cati	Caldaw Back Bead	30	40	48		X	2513
2	Rhacocobulum unguis-cati	Caldaw Back Bead	20	30	14		X	707
3	Rhacocobulum unguis-cati	Caldaw Back Bead	28	40	16		X	1257
4	Mangifera indica	Mango	18	15	8		X	201
5	Mangifera indica	Mango	20	30	24		X	1414
6	Mangifera indica	Mango	20	30	12		X	707
7	Mangifera indica	Mango	16	18	10		X	254
8	Mangifera indica	Mango	20	20	12		X	314
9	Mangifera indica	Mango	20	20	12		X	314
10	Mangifera indica	Mango	18	15	10		X	231
11	Mangifera indica	Mango	16	20	multi		X	314
12	Mangifera indica	Mango	30	30	16		X	707
13	Mangifera indica	Mango	26	25	15		X	491
14	Mangifera indica	Mango	26	20	12		X	314
15	Mangifera indica	Mango	20	20	multi		X	314
16	Mangifera indica	Mango	28	25	14		X	491
17	Mangifera indica	Mango	18	20	multi		X	314
18	Mangifera indica	Mango	20	20	multi		X	314
19	Mangifera indica	Mango	28	25	15		X	491
20	Mangifera indica	Mango	28	25	12		X	491
21	Mangifera indica	Mango	30	20	multi		X	314
22	Mangifera indica	Mango	28	15	12		X	177
23	Mangifera indica	Mango	28	30	multi		X	707
24	Swietenia mahagoni	West Indies Mahogany	40	30	24		X	1414
25	Swietenia mahagoni	West Indies Mahogany	25	30	15		X	707
26	Quercus virginiana	Live Oak	20	10	4		X	79
27	Quercus virginiana	Live Oak	20	10	4		X	79
28	Mangifera indica	Mango	20	30	multi		X	707
29	Sabal palmetto	Sabal Palm	18	10	10		X	79
30	Sabal palmetto	Sabal Palm	16	10	10		X	79
31	Sabal palmetto	Sabal Palm	18	10	10		X	79
TOTAL CANOPY S.F. TO BE REPLACED								16,541
TOTAL CANOPY S.F. REPLACEMENT PROVIDED								55,500

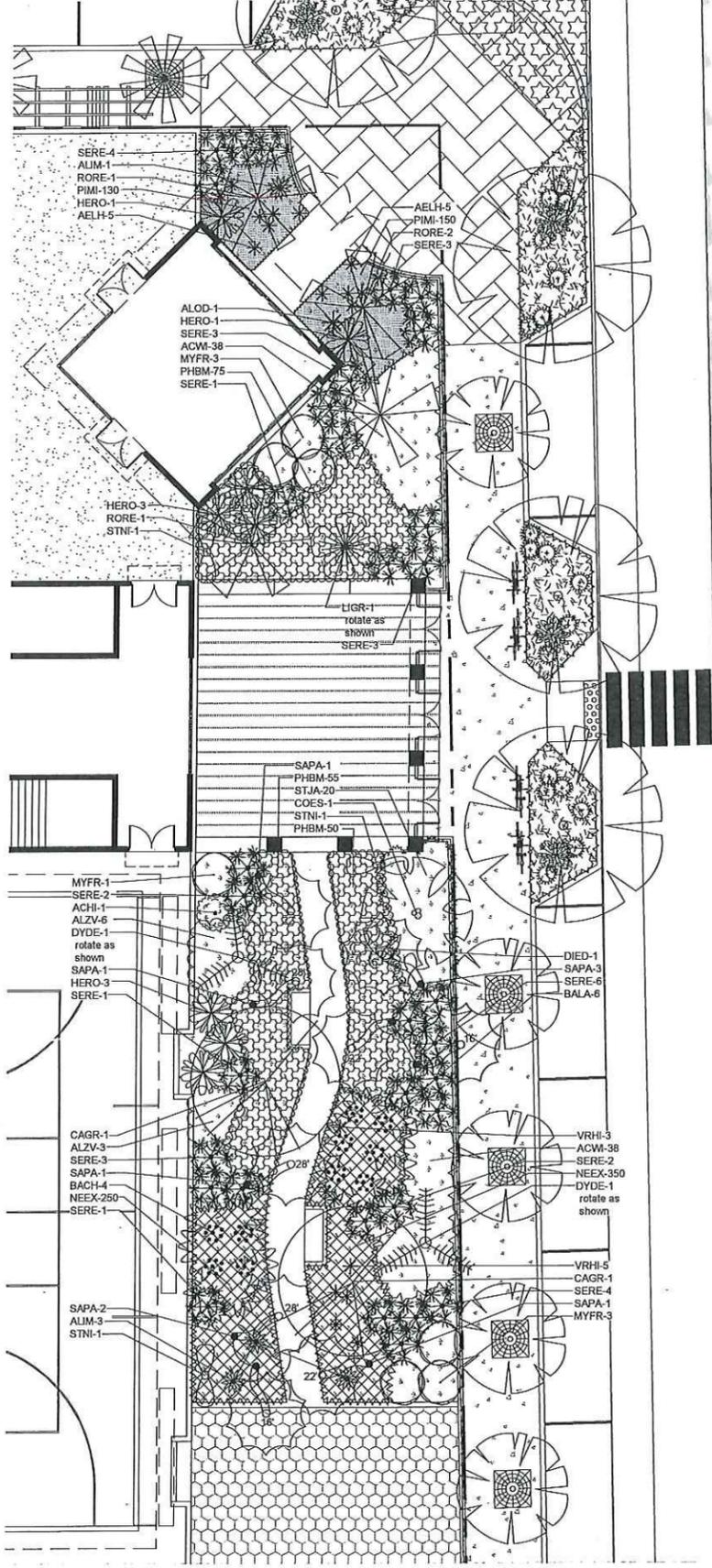
EXISTING TREE DISPOSITION PLAN
SCALE: 1"=30'-0"



REVISIONS			



PLANTING PLAN
SCALE: 1"=20'-0"



COURTYARD/ENTRY PLANTING PLAN
SCALE: 1"=10'-0"

PLANT LIST				
Trees				
KEY	PLANT NAME	QTY.	UT.	SIZE
CAGR	Caesalpinia granadillo ...Bridalveil Tree	2	ea.	15' tall x 7' spread, 2" cal.
CODI	Coccoloba diversifolia ...Pigeon Plum	9	ea.	12' tall x 5' spread, 2" cal.
COES	Conocarpus erectus "Sericeus" ...Silver Buttonwood	10	ea.	10' tall x 5' spread, 2 trunks, lifted to tree form
EUDE	Eucalyptus deglupta ...Rainbow Eucalyptus	15	ea.	18' tall x 7' spread, 5" cal.
LASP	Lagerstroemia speciosa ...Queensland Crepe Myrtle	21	ea.	10' tall x 5' spread, 2" cal.
LYLA	Lysioloma latifolia ...Wild Tamarind	34	ea.	18' tall x 7' spread, 5" cal.
QUVI	Quercus virginiana ...Live Oak	7	ea.	14' tall x 6' spread, 2" cal.
Palms				
KEY	PLANT NAME	QTY.	UT.	SIZE
CONG	Cocos nucifera ...Coconut Palm	16	ea.	6' CT, matching heights
DYDE	Dypsis decaryi ...Triangle Palm	2	ea.	2' CT, rotate as shown on plan
LIGR	Licuala grandis ...Ruffled Fan Palm	1	ea.	5' tall OA
LIRO	Listonia rotundifolia ...Roundleaf Fan Palm	24	ea.	22' tall OA, matching heights
RORE	Roystonea regia ...Royal Palm	12	ea.	24' tall overall, 10' GW, matched heights
SAPA	Sabal palmetto ...Sabal Palm	9	ea.	3@16' tall OA, 3@22' tall OA, 3@28' tall OA, smooth curved trunks, lean 10° as shown on plans, hurricane cut
Shrubs and Groundcovers				
KEY	PLANT NAME	QTY.	UT.	SIZE
ACHI	Acalypha hispida ...Chenille Plant	1	ea.	36"x30"
ACWI	Acalypha wilkesiana ...Copperleaf	76	ea.	24"x18", install 24" o.c.
AELH	Aechmea "Little Har" ...Bromeliad	10	ea.	18"x18"
ALIM	Alcantarea imperialis ...Imperial Bromeliad	4	ea.	18"x24"
ALOD	Alcantarea odorata ...Bromeliad	1	ea.	18"x18"
ALZV	Alpinia zerumbet "Variegata" ...Variegated Shell Ginger	9	ea.	24"x24", install 36" o.c.
BACH	Bambusa chungii ...Tropical Blue Bamboo	4	ea.	10' tall OA, 5-8 culms per pot, install 48" o.c.
BALA	Bambusa lako ...Timor Black Bamboo	6	ea.	10' tall OA, 5-8 culms per pot, install 48" o.c.
DIED	Dioon edule ...Cycad	1	ea.	36"x36"
ERLI	Emodea littoralis ...Golden Creeper	569	ea.	3 gallon cans, install 18" o.c.
FIGI	Ficus microcarpa "Green Island" ...Green Island Ficus	508	ea.	18"x18", install 24" o.c.
HANO	Hamelia nodosa ...Dwarf Firebush	390	ea.	18"x18", install 30" o.c.
HERO	Heliconia rostrata ...Lobster Claw	8	ea.	6' tall OA
MUCA	Muhlenbergia capillaris ...Muhly Grass	450	ea.	3 gallon cans, full, install 24" o.c.
MYFR	Myrcianthes fragrans ...Simpson's Stopper	7	ea.	48"x30", full to ground
NEEX	Nephrolepis exaltata ...Boston Fern	600	ea.	1 gallon cans, full, install 12" o.c.
PHBM	Philodendron "Burle Marx" ...Burle Marx Philodendron	175	ea.	18"x18", install 24" o.c.
PIMI	Pilea microphylla ...Artillery Plant	280	ea.	1 gallon cans, full, install 12" o.c.
SERE	Serenca repens ...Saw Palmetto	33	ea.	30"x30", silver color
STJA	Stachytarpheta jamaicensis ...Blue Porterweed	20	ea.	18"x18", install 30" o.c.
STNI	Strelitzia nicolai ...White Bird of Paradise	3	ea.	6' tall OA
STRE	Strelitzia reginae ...Bird of Paradise	10	ea.	36"x36"
TRDA	Tripsacum dactyloides ...Fakahatchee Grass	61	ea.	3 gallon cans, full, install 36" o.c.
VRHI	Vriesea hieroglypha ...Bromeliad	8	ea.	18"x18"
Misc				
KEY	PLANT NAME	QTY.	UT.	SIZE
sod	Bahia Sod	as req.	s.f.	solid sod
	Planting Soil	as req.	c.y.	
	80% Silica Sand			
	20% Everglades Muck			
	Shredded Maleluca Mulch	as req.	c.y.	



PARKSIDE AT PALMETTO BAY
SW 97th AVENUE & SW 180th STREET
PALMETTO BAY, FL
PLANTING PLAN

REVISIONS	

Ken Dunbar
P.L.A. #1889
F.L.A. #2687205
DATE: 5.17.2016
SCALE: As Noted
SHEET: LA-1.03

LANDSCAPE SPECIFICATIONS
PART 1 - GENERAL

1.1 SCOPE
A. Contractor shall provide all labor, materials, equipment, supervision, and related work necessary to complete the landscape work in accordance with the intent of the landscape plans, schedules and these specifications. The extent of work is shown on the drawings which are a part of this document.

1.2 CONTRACTOR QUALIFICATIONS
A. Landscape Installation work to be performed by a Contractor Certified by the Florida Nurserymen, Growers and Landscape Association (FNGLA) as a Certified Landscape Contractor. Any pruning to be supervised by an Arborist, certified by the International Society of Arboriculture (ISA) and licensed in Miami-Dade County.

1.3 INVESTIGATION OF UTILITIES
A. Prior to beginning work, the Contractor shall be responsible to locate existing underground utilities. Check with all utility companies and Sunshine State, call (811).

1.4 SUBSTITUTIONS
A. Only materials specified will be accepted, unless approved in writing by the Landscape Architect in advance.

1.5 PLANT SIZES
A. All plant sizes shall equal or exceed the minimum sizes as specified in the plant list. When plant sizes are specified as a range of size, installed materials shall average the mean of the range specified. Plants shall be measured following pruning, with branches in normal position. All necessary pruning shall be done at the time of planting.

1.6 PLANT QUALITY
A. All plant material shall be equal to or better than Florida No. 1 as classified by "Grades and Standards for Nursery Plants" by the Division of Plant Industry, Florida Department of Agriculture. They shall have a growth habit that is normal for the species; healthy, vigorous, free from insects, disease and injury.

B. The Owner or Landscape Architect reserves the right to refuse any plant material which does not conform to the intent of the written specifications or design.

C. CIRCLING ROOTS FOUND ON CONTAINER-GROWN MATERIAL WILL NOT BE ACCEPTED UNLESS REMEDIAL ROOT PRUNING, APPROVED BY THE LANDSCAPE ARCHITECT IS DONE BEFORE PLANTING.

1.7 PLANT QUANTITY
A. The plant quantities shown on the plant list are to be used only as an aid to bidders. In the case of discrepancy between the plant list and the plan, the quantity on the plan shall override the plant list.

1.8 UNIT PRICES
A. The successful bidder shall furnish to the Owner and the Landscape Architect, a unit price breakdown for all materials. The Owner may, at his discretion, add to or delete from the materials utilizing the unit price breakdown submitted and accepted by the Owner.

1.9 SUBMITTALS
A. Fertilizer: The Contractor shall submit to the Owner and Landscape Architect documentation that all the fertilizer used for the project is of the analysis specified and placed at the rates specified in section 2.2 FERTILIZER.

B. Planting soil: The Contractor shall submit a sample of the planting soil (approximately 1 cu. ft.) for approval by the Landscape Architect prior to delivery to the site.

1.10 CLEAN-UP & MAINTENANCE OF TRAFFIC
A. Follow procedures in FDOT Index 600 for maintenance of traffic during construction.
B. At the end of each work day, the Contractor shall remove debris and shall backfill the unfilled holes in a manner appropriate to the path of pedestrians and motorists.
C. Upon completion of the work or any major portion of the work or as directed by the Landscape Architect, all debris and surplus material from his work shall be removed from the job site.

1.11 MAINTENANCE PRIOR TO ACCEPTANCE
A. The Contractor is responsible to maintain the plantings until they are accepted under the provisions of 1.12 "ACCEPTANCE OF INSTALLATION".

1.12 ACCEPTANCE OF INSTALLATION
A. Inspection: Inspection of the work, to determine completion of contract work, examine the possible replacement of plants and turf, will be made by the Landscape Architect at the conclusion of the maintenance period. Written notice requesting such an inspection and submitted by the Contractor at least ten (10) days prior to the anticipated date.

1.13 GUARANTEE
A. Guarantee all plants for a period of one year (C.C.D.). Guarantee shall commence from the date of written acceptance. Plant material which is on the site and scheduled to be relocated is not covered by the guarantee except in the case of Contractor's negligence or work that has been done in an unworkmanlike manner. The Contractor is not responsible for loss due to acts of god, (e.g.) sustained winds of 75 mph or more, floods, frost, lightning, vandalism or theft.

1.14 REPLACEMENT
A. Replacement shall be made during the guarantee period as directed by the Landscape Architect. Replacement shall be made within ten (10) days from the notification. For all replacement material, the guarantee period shall extend for an additional forty-five (45) days beyond the original guarantee period. The Contractor shall be responsible to provide water to the replacement plants in sufficient quantity to aid in their establishment. At the end of the guarantee period, inspection will be made by the Landscape Architect, upon written notice requesting such inspection and submitted by the Contractor at least five (5) days before the anticipated date. Replacement plants must meet the requirements of Florida No. 1 at time of inspection. Remove from the site all plants that are dead or in a state of unsatisfactory growth, as determined by the Landscape Architect. Replace these and any plants missing due to the Contractor's negligence as soon as conditions permit.

1.5 MATERIALS AND OPERATIONS: All replacement plants shall be of the same kind and size as indicated on the plant list. The Contractor shall supply and plant the plants as specified under planting operations.

2. Cost of Replacements: A sum sufficient to cover the estimated cost of possible replacements, including material and labor will be retained by the Owner and paid to the Contractor after all replacements have been satisfactorily made and approved by the Landscape Architect.

PART 2 - MATERIALS

2.1 PLANTING SOIL
A. Planting soil for trees, shrubs and ground covers shall be of the composition noted on the plans, measured by volume.
B. Soil for Sodded Areas: shall be coarse loam sand.

2.2 FERTILIZER
A. Fertilizer for trees, palms, shrubs, and groundcovers shall be as follows: LFSCO Palm Special 13-3-13 or equal, sulfur coated with iron sulfur minor elements and maximum of 2% chlorine, or brand with equal analysis. The fertilizer shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original unopened containers, bearing the manufacturer's guaranteed analysis. Fertilizer for sod and seeded areas shall be 8-8-8, 50% organically derived nitrogen, or equal.

2.3 WATER
A. The Contractor shall provide potable water on site, available from the start of planting. The Contractor is responsible to ascertain the location and accessibility of the water source. The Contractor is responsible to provide the means of distribution (i.e. water truck, hoses, etc.) for distribution of water to the planting areas.

2.4 MULCH
A. Mulch shall be shredded Malesuca mulch (Florimulch) as manufactured by Forestry Resources, Inc., or equal.

2.5 ROOT BARRIER MATERIAL
A. When specified in the plans, root barrier material shall be Biorbaner (19.5 inch width) Reamay or approved equal.

B. Install per details in the plans.

PART 3 - INSTALLATION PROCEDURES

3.1 LAYOUT
A. Verify location of all underground utilities and obstructions prior to excavation.

3.2 HERBICIDE TREATMENT
A. In all areas infested with weed and/or grass growth, a systemic herbicide, such as Roundup, shall be applied per manufacturer's rates. When it has been established where work will be done, the systemic herbicide shall be applied in accordance with manufacturer's labeling to kill all noxious growth. Contractor shall schedule his work to allow more than one application to obtain at least 95% kill of undesirable growth. If necessary, Contractor shall conduct a test to establish suitability of product and applicator to be used on this project, prior to execution of the full application.

3.3 PLANT FIT EXCAVATION AND BACKFILLING
A. Trees: See the Planting and Bracing Details and notes.
B. All planting holes shall be hand dug where machine dug holes may adversely affect utilities or improvements.

C. Shrubs and Groundcover: Shrubs and groundcover shall be planted in a soil bed as described in the notes and details. Space shrubs and provide setback from curb and pavements as shown in the plans.

D. Watering of field-grown plants: Thoroughly puddle in water to remove any air pockets in the plant hole.

3.4 WATERING
A. The Contractor is responsible to provide the water for all new plants and transplants and means of distribution (i.e. hand watering or water truck) during the maintenance period and extending into the period after acceptance until the full schedule as listed below is complete. Water for trees and other large field grown plants shall be supplemented by hand or water truck, in addition to the irrigation system, (if one is provided). Contractor can adjust watering schedule during heavy rain season upon approval of the Landscape Architect.

AMOUNT OF WATER PER APPLICATION
For trees up to 5 inch caliper - 5 gallons
From 5 to 8 inch caliper - 25 gallons
8 inch and up caliper - 50 gallons

FREQUENCY OF WATER
Daily for the first week
3 times per week for weeks 2 - 5
2 times per week for weeks 6 - 8
1 time per week for weeks 9 - 12

B. Water in plants by thoroughly soaking of the entire root ball immediately after planting. For large trees and shrubs, add water while backfilling hole to eliminate any air pockets in the soil around the root ball.

C. Water shrubs, sod and groundcover a minimum of once daily for a week or until an irrigation system is fully operational. If no irrigation system is to be installed, the Contractor shall be responsible for watering the shrub, sod, and groundcover for the time specified above, after installation of each section of the planting installed.

3.5 FERTILIZING
A. Add fertilizer on top of the surface of shrub beds and tree and palm root balls two (2) months after installation. Fertilize sod within two (2) days after installing after planting of each segment of the job. Fertilizer shall be applied after soil has been well moistened. Fertilizer shall be washed off of plant leaves and stems immediately after application. Apply at the following rates:
1. Trees and Large Shrubs: One (1) pound per inch of trunk diameter, spread evenly over the root ball area.
2. Shrubs: One half (1/2) handful per shrub, spread evenly over the root ball area.
3. Groundcover: Twelve (12) pounds per 100 sq. ft. of bed area.
4. Sod: Twelve (12) pounds per 1,000 sq. ft. Wash fertilizer off blades immediately after spreading.

3.6 MULCHING
A. Spread mulch two (2) inches thick uniformly over the entire surface of shrubs and groundcover beds, depth measured after settling, unless otherwise specified in the plans. Provide 3/4" diameter bed of mulch, measured from outer edge of the trunk, for all trees and palms planted in sod areas. Keep mulch away from contact with the trunk. Create a 6" high ring of mulch at the outer edge of tree and palm holes.

3.7 GUYING AND BRACING
A. See the details below here with or made part of the plans.

3.8 SOODING
A. Provide a blanket of lawn sand as described in the notes in these plans. Prior to planting, remove stones, sticks, etc. from the sub-soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curb as well as adjacent sod in the case of sod patching.

B. Place sod on undisturbed soil, with edges tightly butted, in staggered rows at right angles to slopes. The sod shall be rolled with a 500 pound hand roller immediately after placing.

C. Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edge of shrub beds and 36" from trees, measured from the edge of plant or tree trunk.

D. Sod shall be watered immediately after installation to uniformly wet the soil to at least two inches below the bottom of sod strips.

E. Apply fertilizer to the sod as specified in Section 3.5.

F. Excavate and remove excess soil so top of sod is flush with top of curb or adjacent pavement, or adjacent existing sod.

PLANT BED PREPARATION NOTES
1. " " areas where new sod and shrub and groundcover masses are to be planted, kill all existing vegetation by trawling with Round-up prior to beginning soil preparation.
2. In all shrub and groundcover beds, prepare soil as discussed for the " " of the entire area to be planted.

Condition A:
If any compacted root base or asphalt or rocky soil is encountered, remove compacted material entirely to allow an 18" depth of planting soil. Backfill the entire area of the shrub and groundcover beds with 18" planting soil (as specified in Plans) to within 2 inches of the adjacent pavement or top of curb. Remove all debris and rocks and pebbles larger than 1 inch in size and level the grade before planting.

Condition B:
Where no compacted soil is encountered, thoroughly mix 6 inches of planting soil into the existing soil to a depth of 18 inches. If required, excavate and remove the existing soil to lower the grade, so that the prepared mix is finished to a minimum of 2 inches below top of curb or adjacent roadway. Remove all debris and rocks and pebbles larger than 1 inch in size and level the grade before planting.

For all sod areas, spread a 2" deep layer of lawn sand prior to sodding. Remove all debris and rocks and pebbles larger than 1 inch in size and level the grade before sodding. Remove, if required, existing soil so that top of sod is flush with and adjacent top of curb or pavement.

REMOVE ANY PORTION OF WIRE BASKETS ABOVE THE TOP HALF OF THE ROOTBALL. REMOVE BURLAP COVERINGS BELOW THE TOP HALF OF THE ROOTBALL. COMPLETELY REMOVE ALL SYNTHETIC ROOTBALL COVERING MATERIALS.

6" DIA. 6" LONG WOOD DOMELS 12" APART DRIVEN THROUGH BOTTOM OF PLANTING PIT.

5/8" DIAMETER NYLON STRAPS WRAPPED AROUND TRUNK & PILED TIGHT, TIED TO WOOD DOMELS.

6" HIGH TEMPORARY RETENTION RING OF SOIL TO ASSIST IN IRRIGATION OF THE TREE. REMOVE RING 3 MONTHS AFTER INSTALLATION.

FINISHED GRADE.

HOLES TO ACCOMMODATE PLANTS SHALL BE A MINIMUM OF THREE TIMES THE SIZE OF THE PLANT BALL.

ALL BACKFILL FOR TREES SHALL BE AS EXISTING SOIL WITH ALL ROCKS 2" OR LARGER REMOVED.

FERTILIZER SHALL BE INSTALLED AS PER THE WRITTEN SPECIFICATIONS.

DETAIL A: WOOD STAKES TOP OF STAKES BELOW OR FLUSH WITH GRADE.

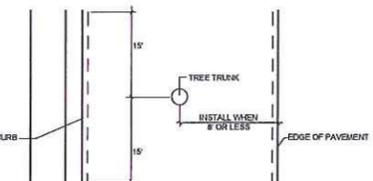
FERTILIZER SHALL BE INSTALLED AS PER THE WRITTEN SPECIFICATIONS.

DETAIL A: WOOD STAKES TOP OF STAKES BELOW OR FLUSH WITH GRADE.

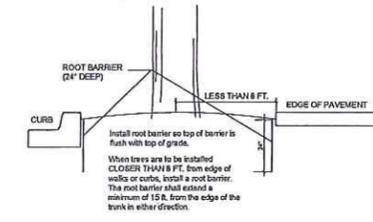
FERTILIZER SHALL BE INSTALLED AS PER THE WRITTEN SPECIFICATIONS.

LANDSCAPE LEGEND (This information to be permanently affixed to the plan.)

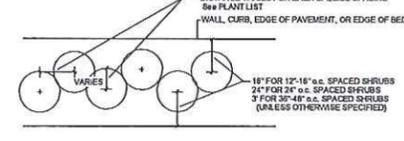
Zoning District:	Franko Triangle & US1 Island Zoning District (Subdistricts: "Core" (MM) & "Center" (MN))		
Net Lot Area:	5.02	(acres)	218,778 (square feet)
OPEN SPACE REQUIREMENTS			
A. Square feet of open space required by Chapter 30, as indicated on site plan:	REQUIRED	PROVIDED	
Net Lot Area x 10 % =	10	84,342	
Square feet of parking lot open space required by Chapter 18A, as indicated on site plan:	REQUIRED	PROVIDED	
The number of parking spaces x 10 square feet per parking space =	880	880	
C. Total square feet of landscaped open space required by Chapter 30 - A+B =	REQUIRED	PROVIDED	
880	880	85,222	
LAWN AREA CALCULATION			
A. Total square feet of landscape open space required by Chapter 30 =	REQUIRED	PROVIDED	
880	880		
B. Maximum lawn area (St. Augustine sod) permitted = 40 % =	REQUIRED	PROVIDED	
352 square feet =	352		
TREES			
A. The number of trees required per net lot acre =	REQUIRED	PROVIDED	
28 trees x net lot acreage =			
TOTAL SITE TREES REQUIRED			
141	61		
less the existing number of trees that meet the minimum requirements (minus)			
TOTAL NEW SITE TREES REQUIRED			
141	61		
B. Street trees (max. average spacing of 25' o.c.):			
Palms as street trees (max. average spacing of 25' o.c.) linear feet along street / 25 =	1230	50	50
Street trees located directly beneath power lines (Max. average spacing 25' o.c.):	352	14	14
320 linear feet along street / 25 =	13	13	
TOTAL STREET TREES REQUIRED			
77	77		
GRAND TOTAL TREES REQUIRED			
218	138		
GRAND TOTAL NEW TREES REQUIRED			
218	1		
D. Percentage of native trees required = number of trees provided x 30% =			
66	70		
SHRUBS			
A. The total number of trees required x 10 = the number of shrubs required	REQUIRED	PROVIDED	
2,180	1810		
B. The total number of trees required x 30% = the number of native shrubs required	REQUIRED	PROVIDED	
654	886		
IRRIGATION: Required by Chapter 30. Auto irrigation <input checked="" type="checkbox"/> or hose bib <input type="checkbox"/> provided.			



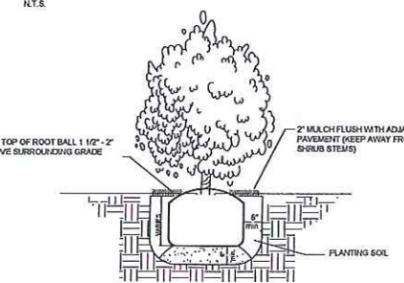
PLAN VIEW



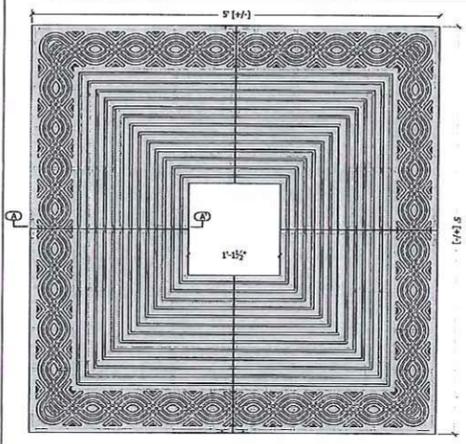
ROOT BARRIER INSTALLATION DETAIL



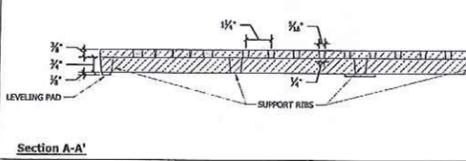
SHRUB SPACING DIAGRAM



SHRUB INSTALLATION DETAIL



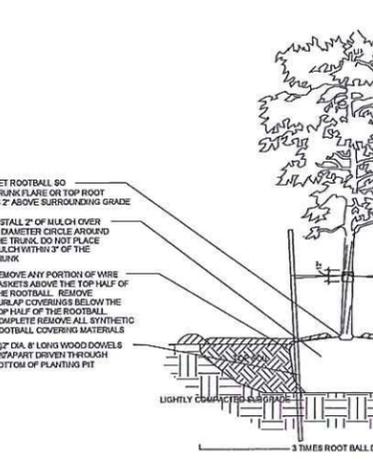
Plan



Section A-A'

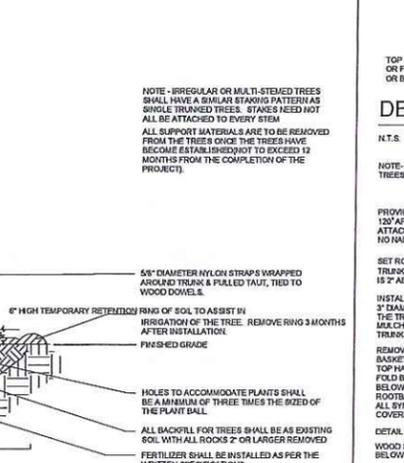
TREE GRATE DETAIL - 5' Sq. Chinook by Urban Accessories

PLAN VIEW



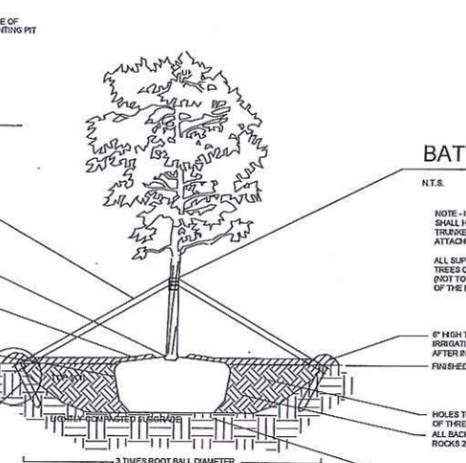
PLANTING & BRACING DETAIL UNDER 3 1/2\"/>

PLAN VIEW



PLANTING & BRACING DETAIL OVER 3 1/2\"/>

PLAN VIEW



BATTEN DETAIL B

Private open space tree requirement (20 trees per net lot acre)	
Required	Provided
Private open space	n/a
Trees required	19,447



PARKSIDE AT PALMETTO BAY
SW 97th AVENUE & SW 180th STREET
PALMETTO BAY, FL

PLANTING NOTES, SPECIFICATIONS, AND DETAILS

REVISIONS

Ken Gardner Lead Designer	FL LA #1589 FL LA #66720
DATE	5.17.2016
SCALE	As Noted
SHEET	LA-1.04

RGU UPDATE TRAFFIC STUDY

SHORES AT PALMETTO BAY
VPB-15-014

MEMORANDUM

TO: DARBY DELSALLE, AICP
DIRECTOR OF PLANNING AND ZONING
VILLAGE OF PALMETTO BAY
9705 EAST HIBISCUS STREET
PALMETTO BAY, FLORIDA 33157

FROM: JAMES E. SPINKS III, PE, PTOE
SENIOR VICE PRESIDENT
MARLIN ENGINEERING, INC.

SUBJECT: PALMETTO BAY CHARTER SCHOOL
TRAFFIC IMPACT ANALYSIS REVIEW

DATE: MAY 26, 2016

CC: KRIS DEVASTEY, PE
MARLIN ENGINEERING, INC.

MARLIN has reviewed the revised technical memorandum for the proposed Palmetto Bay Charter School project. This memorandum is an update to the original Traffic Impact Analysis, prepared in 2010. The proposed project will be located at located east of the intersection of SW 97th Avenue and Guava Street and planned to have 1,000 students in grades Kindergarten through Eighth. This is a reduction from the originally submitted 1,400 student population in grades Kindergarten through Twelfth. In addition, a residential/condo with 103 dwelling units and 10,000 square feet of retail is planned for the proposed site. The original study and revised memorandum were prepared by Richard Garcia and Associates.

General Project Information

Access to and from the site will be provided via a two (2) driveways on SW 97th Avenue. In regard to the school, the traffic study indicates that there will be stacking to accommodate up to 103 vehicles on the proposed site. Charter school personnel are proposed to manage and supervise traffic during arrival and dismissal times. Three (3) arrival and dismissal times were originally proposed.

Traffic data from the original study was collected in 2010 with a proposed build-out in 2013.



The following comments are provided for the technical memorandum:

General Comments:

1. The original study was performed in 2010, with revisions in late 2013. The 2013 study was recommended for approval by Village Staff.
 - a. This technical memorandum is provided a comparison between the school component of the previous study and the new proposed development, which includes a reduction of students from 1,400 (K-12) to 1,000 (K-8). Hence reducing project trips from the previously approved study that evaluated the AM and PM peak hour and yielded acceptable Level of Service (LOS) results.
2. Based on our review of this revised memorandum, it is anticipated that the development will not negatively deteriorate the roadway network in comparison to the previously approved study. Therefore, we find this revised memorandum acceptable.

MARLIN reserves the right to provide further comment when/if future analysis is performed. If you have any questions or concerns, please feel free to contact me at 305-477-7575.

Very truly yours,

MARLIN ENGINEERING, INC.

James E. Spinks III, PE, PTOE
Sr. Vice President

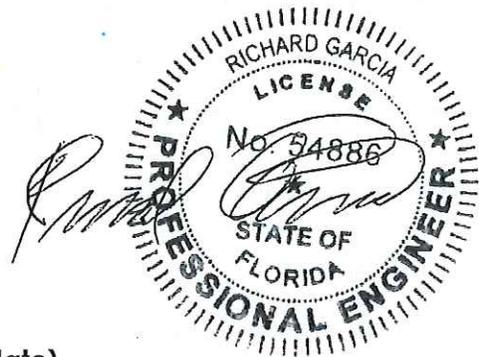


TECHNICAL MEMORANDUM

DATE: April 5, 2016

TO: Darby Delsalle
Director - Planning & Zoning Department
Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, FL 33157

FROM: Richard Garcia, P.E.
Richard Garcia & Associates, Inc.
8065 NW 98th Street
Hialeah Gardens, Florida 33016



SUBJECT: Parkside at Palmetto Bay (Traffic Analysis Update)

This technical memorandum is intended to provide a comparison between the school component of the previous development program for the Parkside at Palmetto Bay and the new proposed development. Originally, the subject project was approved by the Village of Palmetto Bay and the Miami Dade County Traffic Engineering Division for a charter school with 1,400 students in grades Kindergarten through Twelfth (K-12). Currently, this project is programmed to have a charter school with 1,000 students in grades Kindergarten through Eighth (K-8).

Based on the traffic studies previously submitted to the Village for this project, the charter school with 1,400 students generates a total of 925 vehicle trips (487 trips-in & 438 trips-out) during the AM peak hour and 144 vehicle trips (61 trips-in & 83 trips-out) during the PM peak hour. The trip generation analysis was performed following the Miami-Dade County surrogate school method. The trip generation rates for the AM and PM peak were obtained from actual traffic data previously collected at a surrogate school.

In contrast, the new proposed charter school with 1,000 students yielded a total of 757 vehicle trips (398 trips-in & 359 trips-out) during the AM peak hour and 103 vehicle trips (44 trips-in & 59 trips-out) during the PM peak hour. Based on the above trip generation results, the new proposed charter school (1,000 students) will generate **29 percent less traffic** than the previously proposed charter school (1,400 students) during both the AM and PM peak hour. Tables 1 and 2 below summarize the Trip Generation comparison for the AM and PM peak hour, respectively.

Moreover, the vehicle trips generated by the charter school with 1,400 students were previously evaluated for the AM and PM peak hour and yielded acceptable Level of Service (LOS) results. The analysis revealed that all the intersections and roadways within the study area will have sufficient capacity to support the previous development. Since the trip generation analysis for the new proposed development resulted in 29 percent less traffic than previously approved, it is expected that all the intersections and roadways within the study area will maintain acceptable LOS. Therefore, no additional analysis is recommended.

Table 1: Trip Generation Comparison – AM Peak Hour

LAND USE (LU)	UNITS	TRIP GEN PEAK CONDITION	TRIP GEN RATE	TRIPS - AM PEAK		
				IN	OUT	TOTAL
<i>Previously Proposed</i>	1,400 Students	[1] AM Peak Period	1.017	749	675	1,424
Charter School K-12		[2] AM Peak Hour	-	487	438	925
<i>New Proposed</i>	1,000 Students	[1] AM Peak Period	1.017	535	482	1,017
Charter School K-8		[2] AM Peak Hour	-	398	359	757
Net Difference in Vehicle Trips (<i>New Prop. Trips - Previously Prop. Trips</i>)				AM Peak Period		-407
				AM Peak Hour		-168
Percent Change				AM Peak Period		-29%
				AM Peak Hour		-29%

Notes: [1] Local rate was obtained from actual trip data from the surrogate school, Somerset Silver Palms.

[2] Peak hour trips were estimated consistent with the proposed operation and number of students per shift.

Table 2: Trip Generation Comparison – PM Peak Hour

LAND USE (LU)	UNITS	TRIP GEN PEAK CONDITION	TRIP GEN RATE	TRIPS - PM PEAK		
				IN	OUT	TOTAL
<i>Previously Proposed</i>	1,400 Students	[1] PM Peak Hour	0.103	61	83	144
Charter School K-12						
<i>New Proposed</i>	1,000 Students	[1] PM Peak Hour	0.103	44	59	103
Charter School K-8						
Net Difference in Vehicle Trips (<i>New Prop. Trips - Previously Prop. Trips</i>)						-41
Percent Change						-29%

Notes: [1] Local rate was obtained from actual trip data from the surrogate school, Somerset Silver Palms.

Lastly, Accumulation Assessments for the school's AM and PM peak period were performed consistent with the Miami-Dade County methodology for the proposed school with 1,000 students and the revised site plan. The main objective of these assessments is to ascertain the projected vehicle stacking demand and to determine if sufficient stacking capacity exists to accommodate the vehicle stacking demand within the subject site. Based on the assessments, the school is providing sufficient vehicle stacking capacity to accommodate 100 percent of the projected vehicle queue within the site during the highest arrival and dismissal shift of students. Table 3 below summarizes the results.

Table 3: Accumulation Assessment Summary

Shift / Time		Students	Projected Accumulation	Stacking Provided	Percent Accommodated
Arrival (1)	7:30 AM	225	21	88	412%
Arrival (2)	8:00 AM	440	42	88	211%
Arrival (3)	8:30 AM	335	32	88	277%
Dismissal (1)	2:00 PM	225	44	88	199%
Dismissal (2)	3:00 PM	440	86	88	102%
Dismissal (3)	3:30 PM	335	66	88	134%



ATTACHMENTS

TRIP GENERATION COMPARISON - AM PEAK HOUR

Project Name: Parkside at Palmetto Bay

LAND USE (LU)	UNITS	TRIP GEN PEAK CONDITION	TRIP GEN RATE	TRIPS - AM PEAK			TOTAL
				%	IN	OUT	
<i>Previously Proposed</i>							
Charter School K-12	1,400 Students	[1] AM Peak Period	1.017	53%	749	675	1,424
<i>New Proposed</i>							
Charter School K-8	1,000 Students	[2] AM Peak Hour	-	53%	487	438	925
			1.017	53%	535	482	1,017
			-	53%	398	359	757
Net Difference in Vehicle Trips (New Prop. Trips - Previously Prop. Trips)					AM Peak Period		-407
Percent Change					AM Peak Hour		-168
					AM Peak Period		-29%
					AM Peak Hour		-29%

Notes: [1] Local rate was obtained from actual trip data from the surrogate school, Somerset Silver Palms.

[2] Peak hour trips were estimated consistent with the proposed operation and number of students per shift.

TRIP GENERATION COMPARISON - PM PEAK HOUR

Project Name: Parkside at Palmetto Bay

LAND USE (LU)	UNITS	TRIP GEN PEAK CONDITION	TRIP GEN RATE	TRIPS - PM PEAK		
				%	IN	OUT
<i>Previously Proposed</i> Charter School K-12	1,400 Students	[1] PM Peak Hour	0.103	43%	61	83
<i>New Proposed</i> Charter School K-8	1,000 Students	[1] PM Peak Hour	0.103	43%	44	59
Net Difference in Vehicle Trips (New Prop. Trips - Previously Prop. Trips)						
Percent Change						
						-41
						-29%

Notes: [1] Local rate was obtained from actual trip data from the surrogate school, Somerset Silver Palms.

TABLE: T1

**Surrogate School
AM Peak Trip Generation**

School Name: Somersel Academy Silver Palms
Location: 23255 SW 115 Avenue, Miami, FL

Date: 9/14/2010

Time	Vehicles-In	Vehicles-Out	Total Trips	Bus-In	Bus-Out	Total Bus
7:00 AM - 7:15 AM	18	7	25	0	0	0
7:15 AM - 7:30 AM	37	27	64	0	0	0
7:30 AM - 7:45 AM	97	57	154	0	0	0
7:45 AM - 8:00 AM	200	123	323	1	1	2
8:00 AM - 8:15 AM	236	252	488	0	0	0
8:15 AM - 8:30 AM	29	75	104	0	0	0
8:30 AM - 8:45 AM	0	6	6	0	0	0
8:45 AM - 9:00 AM	0	0	0	0	0	0
Total	617	547	1,164	1	1	2

Peak Hour

Surrogate School AM Peak Hour Trips		
AM Peak Hour (7:30 - 8:30)	IN	OUT
	563	508
	TOTAL TRIPS	1,071

Surrogate School AM Peak Trip Generation Rate			
Number of Students:	IN	OUT	TOTAL
1,053	0.535	0.482	1.017
			Trips/Student

Notes:
Vehicles included cars and passenger vans.
Trip Generation Rate includes buses.

TABLE T1
Surrogate School
PM Peak Trip Generation

School Name: Somerset Academy Silver Palms
 Location: 23255 SW 115 Avenue, Miami FL
 Enrollment: 1,100 Students

Time	Vehicles-In	Vehicles-Out	Total Trips	Bus-In	Bus-Out	Total Bus
4:00 PM - 4:15 PM	7	18	25	0	0	0
4:15 PM - 4:30 PM	12	23	35	0	0	0
4:30 PM - 4:45 PM	10	11	21	0	0	0
4:45 PM - 5:00 PM	9	14	23	0	0	0
5:00 PM - 5:15 PM	12	17	29	0	0	0
5:15 PM - 5:30 PM	17	23	40	0	0	0
5:30 PM - 5:45 PM	4	8	12	0	0	0
5:45 PM - 6:00 PM	6	8	14	0	0	0
Total	77	122	199	0	0	0

Surrogate School PM Peak Hour Trips			
PM Peak Hour (4:30 PM - 5:30 PM)	Veh-In	Veh-Out	Total Trips (vph)
		48	65
	0.044	0.059	0.103 Trips per Student

Peak Hour

TABLE: A2
Palmetto Bay Charter School (K-12)
School AM Peak Hour Trip Generation (Three Arrivals)

Time	Percent of Students	Number of Students	Cummulative Students	Vehicles-In	Vehicles-Out	Total Trips	Cummulative Trips	Operation
7:00 AM - 7:15 AM	12%	168	168	90	81	171	171	First Arrival 7:30 AM (High School Students)
7:15 AM - 7:30 AM	20%	280	448	150	135	285	456	
7:30 AM - 7:45 AM	10%	140	140	75	67	142	142	
7:45 AM - 8:00 AM	20%	280	420	150	135	285	427	Second Arrival 8:00 AM (Middle School Students)
8:00 AM - 8:15 AM	10%	140	140	75	67	142	142	Third Arrival 8:30 AM (Elementary School Students)
8:15 AM - 8:30 AM	25%	350	490	187	169	356	498	
8:30 AM - 8:45 AM	3%	42	42	22	21	43	43	
Total	100%	1,400		749	675	1,424		PEAK HOUR TRIPS

SCHOOL AM PEAK HOUR	TRIPS	
	IN	OUT
AM Peak Hour (7:30 - 8:30)	487	438
	TOTAL	925

**Trip Generation - AM Peak Hour
Multiple Shifts (3 Arrivals)**

Project Name: Parkside at Palmetto Bay

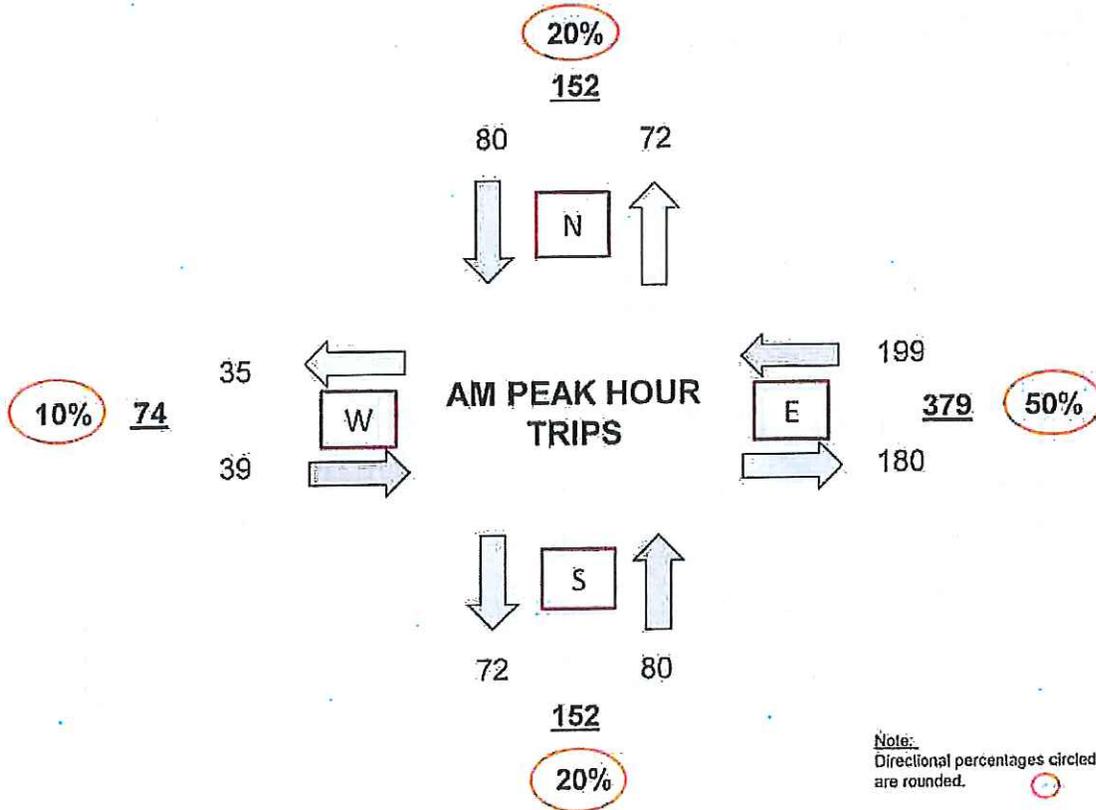
Shifts	Time	Percent Arrivals	Student Percentage	Equivalent Student Arrival	Cumulative Students	Trips		
						In	Out	Total
1st Arrival - 7:30 AM (K-1)	7:00 AM - 7:15 AM	8%	22.5%	80	80	43	39	82
	7:15 AM - 7:30 AM	15%		145	225	78	70	148
2nd Arrival - 8:00 AM (2-5)	7:30 AM - 7:45 AM	19%	44.0%	190	190	101	91	192
	7:45 AM - 8:00 AM	25%		250	440	134	121	255
3rd Arrival - 8:30 AM (6-8)	8:00 AM - 8:15 AM	11%	33.5%	105	105	56	51	107
	8:15 AM - 8:30 AM	20%		200	305	107	96	203
	8:30 AM - 8:45 AM	3%		30	335	16	14	30
	8:45 AM - 9:00 AM	0%		0	335	0	0	0
K - 8th	Total	100%	100%	1,000	1,000	535	482	1,017

Peak Hour

School AM Peak Hour	Trips	
	In	Out
AM Peak Hour (7:30 - 8:30)	398	359
Total	757	

Cardinal Distribution
AM Peak Hour
Traffic Analysis Zone (TAZ) 1143
 Project Name: Parkside at Palmetto Bay

DIRECTION	DISTRIBUTION (%) DESIGN YEAR	DIRECTION	DISTRIBUTION		AM PEAK HOUR		
			TAZ	USED	IN	OUT	TOTAL
NNE	30.79	NORTH	48.83%	20%	80	72	152
ENE	2.71						
ESE	3.13	EAST	5.85%	50%	199	180	379
SSE	5.79						
SSW	16.83	SOUTH	22.62%	20%	80	72	161
WSW	10.82						
WNW	11.91	WEST	22.73%	10%	39	35	76
NNW	18.03						
TOTAL	100.00		100.00%	100.00%	398	359	757



**Cardinal Distribution
AM Peak Hour
Traffic Analysis Zone (TAZ) 1143**
Project Name: Parkside at Palmetto Bay

DIRECTION	DISTRIBUTION PERCENTAGES (%)			AM PEAK HOUR		
	MIAMI-DADE LRTP MODEL YEAR		DESIGN YEAR	IN	OUT	TOTAL
	2010	2040	2017			
NNE	31.40	28.80	30.79	123	110	233
ENE	2.90	2.10	2.71	11	10	21
ESE	3.60	1.60	3.13	12	11	23
SSE	6.40	3.80	5.79	23	21	44
SSW	15.80	20.20	16.83	67	60	127
WSW	10.00	13.50	10.82	43	39	82
WNW	10.70	15.90	11.91	47	43	90
NNW	19.20	14.20	18.03	72	65	137
TOTAL	100.00	100.00	100.00	398	359	757

Note:

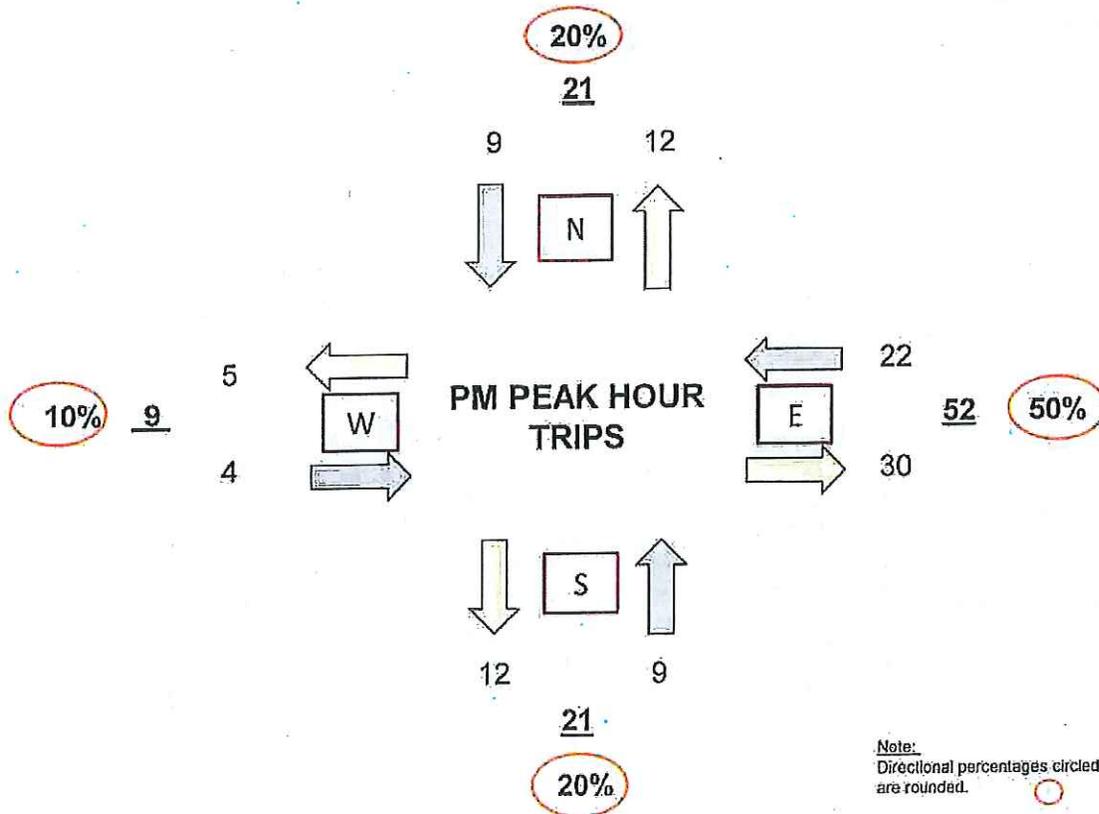
Based on Miami-Dade Transportation Plan (to the Year 2040) Directional Trip Distribution Report, October 2014. Since the current data is only available for the model years 2010 and 2040, the eight (8) cardinal directions were interpolated to the design year of 2017.

AM PEAK HOUR	IN	OUT	TOTAL
VOLUME:	398	359	757
PERCENT:	52.58%	47.42%	(Calculated)

DIRECTION	DISTRIBUTION %	INGRESS		EGRESS		TOTAL
		CALCULATED	USED	CALCULATED	USED	
NNE	30.79	122.557	123	110.548	110	233
ENE	2.71	10.799	11	9.741	10	21
ESE	3.13	12.471	12	11.249	11	23
SSE	5.79	23.057	23	20.798	21	44
SSW	16.83	66.970	67	60.408	60	127
WSW	10.82	43.050	43	38.832	39	82
WNW	11.91	47.415	47	42.769	43	90
NNW	18.03	71.773	72	64.740	65	137
TOTAL	100.00	398.093	398	359.084	359	757

**Cardinal Distribution
PM Peak Hour
Traffic Analysis Zone (TAZ) 1143**
Project Name: Parkside at Palmetto Bay

DIRECTION	DISTRIBUTION (%) DESIGN YEAR	DIRECTION	DISTRIBUTION		PM PEAK HOUR		
			TAZ	USED	IN	OUT	TOTAL
NNE	30.79	NORTH	48.83%	20%	9	12	21
ENE	2.71						
ESE	3.13	EAST	5.85%	50%	22	30	51
SSE	5.79						
SSW	16.83	SOUTH	22.62%	20%	9	12	21
WSW	10.82						
WNW	11.91	WEST	22.73%	10%	4	5	10
NNW	18.03						
TOTAL	100.00		100.00%	100.00%	44	59	103



**Cardinal Distribution
PM Peak Hour
Traffic Analysis Zone (TAZ) 1143**
Project Name: Parkside at Palmetto Bay

DIRECTION	DISTRIBUTION PERCENTAGES (%)			PM PEAK HOUR		
	MIAMI-DADE LRTP MODEL YEAR		DESIGN YEAR	IN	OUT	TOTAL
	2010	2040	2017			
NNE	31.40	28.80	30.79	14	18	32
ENE	2.90	2.10	2.71	1	2	3
ESE	3.60	1.60	3.13	1	2	3
SSE	6.40	3.80	5.79	3	3	6
SSW	15.80	20.20	16.83	7	10	17
WSW	10.00	13.50	10.82	5	6	11
WNW	10.70	15.90	11.91	5	7	12
NNW	19.20	14.20	18.03	8	11	19
TOTAL	100.00	100.00	100.00	44	59	103

Note:

Based on Miami-Dade Transportation Plan (to the Year 2040) Directional Trip Distribution Report, October 2014. Since the current data is only available for the model years 2010 and 2040, the eight (8) cardinal directions were interpolated to the design year of 2017.

PM PEAK HOUR	IN	OUT	TOTAL
VOLUME:	44	59	103
PERCENT:	42.72%	57.28%	(Calculated)

DIRECTION	DISTRIBUTION %	INGRESS		EGRESS		TOTAL
		CALCULATED	USED	CALCULATED	USED	
NNE	30.79	13.549	14	18.168	18	32
ENE	2.71	1.194	1	1.601	2	3
ESE	3.13	1.379	1	1.849	2	3
SSE	5.79	2.549	3	3.418	3	6
SSW	16.83	7.404	7	9.928	10	17
WSW	10.82	4.759	5	6.382	6	11
WNW	11.91	5.242	5	7.029	7	12
NNW	18.03	7.935	8	10.640	11	19
TOTAL	100.00	44.010	44	59.014	59	103

Accumulation Assessment Summary

Project Name: Parkside at Palmetto Bay

Shift / Time	Students	Projected Accumulation	Stacking Provided	Percent Accommodated
Arrival (1) 7:30 AM	225	21	88	412%
Arrival (2) 8:00 AM	440	42	88	211%
Arrival (3) 8:30 AM	335	32	88	277%
Dismissal (1) 2:00 PM	225	44	88	199%
Dismissal (2) 3:00 PM	440	86	88	102%
Dismissal (3) 3:30 PM	335	66	88	134%

AM PEAK ACCUMULATION ASSESSMENT (1st Arrival)

for a New Public School (Countywide)

New School Name	Notes	Parkside at Palmetto Bay	
Surrogate School Name	1	Somerset Silver Palms	
Date / Day / Time of Data Collection		9/14/2010 7:00 AM - 8:30 AM	(collect maximum accumulation of staged loading vehicles at or around dismissal time on Tuesday, Wednesday or Thursday for elementary, middle, and/or high schools)
Surrogate Enrollment		1,053	Total number of students, E
Capacity of New School		225	Student Stations, C
Multiplier	2	0.21	[C / E]
Surrogate Accumulations	3	100	passenger vehicles (including commercial vans) (Highest Vehicle Accumulation)
		1	school buses
		N/A	student vehicles (for high schools only)
Projected Accumulations		21	passenger vehicles
		0.21	school buses
		N/A	student vehicles
Provided Spaces	4	88	passenger vehicles
		N/A	school buses
		N/A	student vehicles
Percent Accommodated	5	412%	passenger vehicles
		N/A	school buses
		N/A	student vehicles

1 The facility to be used as a surrogate school will be determined by MDPWD staff. The surrogate school data is used to form the basis for the projected accumulations.

2 This figure is used to determine projected accumulations at the new school by applying it to existing surrogate school accumulations. It is calculated by dividing the new school student station capacity by the surrogate school student enrollment at the time of accumulation data collection.

3 These are all the school related loading vehicles which are, legally or illegally, staged or parked, on or neighboring the school.

4 Information must be obtained from a field survey or proposed site plan indicating the total spaces to be provided for each vehicle type at 22 linear feet per passenger vehicle and/or commercial van, and 50 linear feet per large school bus. Credit may be taken for legal parking in paved swale areas along school property frontage. A sketch or site plan (maximum 40 scale) showing the location of these spaces, the type of spaces in each area, and linear footage provided for each area including the width of bus bays is required. On-street bus loading bays are required to have a minimum 14 foot width, on-street passenger vehicle loading bays are required to have a minimum of 10 foot width, and on-street passenger vehicle parking areas are required to have a minimum 8 foot width, unless otherwise allowed.

5 This is calculated as, $[(\text{Provided Spaces} / \text{Projected Accumulations}) \times 100]$, for each vehicle type. MDPWD requires all of the large school bus and student vehicle (if applicable) accumulations to be accommodated. The Department also expects 100 % of the passenger vehicle accumulation to be accommodated depending on adjacent roadway design and classification, and limitations of the school site.

Please print data collector name, title,
mailing address, and phone number:

Signature of Data Collector

AM PEAK ACCUMULATION ASSESSMENT (Highest Arrival Shift - 2nd)

for a New Public School (Countywide)

New School Name	Notes	Parkside at Palmetto Bay	
Surrogate School Name	1	Somerset Silver Palms	
Date / Day / Time of Data Collection		9/14/2010 7:00 AM - 8:30 AM	(collect maximum accumulation of staged loading vehicles at or around dismissal time on Tuesday, Wednesday or Thursday for elementary, middle, and/or high schools)
Surrogate Enrollment		1,053	Total number of students, E
Capacity of New School		440	Student Stations, C
Multiplier	2	0.42	[C / E]
Surrogate Accumulations	3	100	passenger vehicles (including commercial vans) (Highest Vehicle Accumulation)
		1	school buses
		N/A	student vehicles (for high schools only)
Projected Accumulations		42	passenger vehicles
		0.42	school buses
		N/A	student vehicles
Provided Spaces	4	88	passenger vehicles
		N/A	school buses
		N/A	student vehicles
Percent Accommodated	5	211%	passenger vehicles
		N/A	school buses
		N/A	student vehicles

- 1 The facility to be used as a surrogate school will be determined by MDPWD staff. The surrogate school data is used to form the basis for the projected accumulations.
- 2 This figure is used to determine projected accumulations at the new school by applying it to existing surrogate school accumulations. It is calculated by dividing the new school student station capacity by the surrogate school student enrollment at the time of accumulation data collection.
- 3 These are all the school related loading vehicles which are, legally or illegally, staged or parked, on or neighboring the school.
- 4 Information must be obtained from a field survey or proposed site plan indicating the total spaces to be provided for each vehicle type at 22 linear feet per passenger vehicle and/or commercial van, and 50 linear feet per large school bus. Credit may be taken for legal parking in paved swale areas along school property frontage. A sketch or site plan (maximum 40 scale) showing the location of these spaces, the type of spaces in each area, and linear footage provided for each area including the width of bus bays is required. On-street bus loading bays are required to have a minimum 14 foot width, on-street passenger vehicle loading bays are required to have a minimum of 10 foot width, and on-street passenger vehicle parking areas are required to have a minimum 8 foot width, unless otherwise allowed.
- 5 This is calculated as, $[(\text{Provided Spaces} / \text{Projected Accumulations}) \times 100]$, for each vehicle type. MDPWD requires all of the large school bus and student vehicle (if applicable) accumulations to be accommodated. The Department also expects 100 % of the passenger vehicle accumulation to be accommodated depending on adjacent roadway design and classification, and limitations of the school site.

Please print data collector name, title,
mailing address, and phone number:

Signature of Data Collector

AM PEAK ACCUMULATION ASSESSMENT (3rd Arrival)

for a New Public School (Countywide)

New School Name	Notes	Parkside at Palmetto Bay	
Surrogate School Name	1	Somerset Silver Palms	
Date / Day / Time of Data Collection		9/14/2010 7:00 AM - 8:30 AM	(collect maximum accumulation of staged loading vehicles at or around dismissal time on Tuesday, Wednesday or Thursday for elementary, middle, and/or high schools)
Surrogate Enrollment		1,053	Total number of students, E
Capacity of New School		335	Student Stations, C
Multiplier	2	0.32	[C / E]
Surrogate Accumulations	3	100	passenger vehicles (including commercial vans) (Highest Vehicle Accumulation)
		1	school buses
		N/A	student vehicles (for high schools only)
Projected Accumulations		32	passenger vehicles
		0.32	school buses
		N/A	student vehicles
Provided Spaces	4	88	passenger vehicles
		N/A	school buses
		N/A	student vehicles
Percent Accommodated	5	277%	passenger vehicles
		N/A	school buses
		N/A	student vehicles

1 The facility to be used as a surrogate school will be determined by MDPWD staff. The surrogate school data is used to form the basis for the projected accumulations.

2 This figure is used to determine projected accumulations at the new school by applying it to existing surrogate school accumulations. It is calculated by dividing the new school student station capacity by the surrogate school student enrollment at the time of accumulation data collection.

3 These are all the school related loading vehicles which are, legally or illegally, staged or parked, on or neighboring the school.

4 Information must be obtained from a field survey or proposed site plan indicating the total spaces to be provided for each vehicle type at 22 linear feet per passenger vehicle and/or commercial van, and 50 linear feet per large school bus. Credit may be taken for legal parking in paved swale areas along school property frontage. A sketch or site plan (maximum 40 scale) showing the location of these spaces, the type of spaces in each area, and linear footage provided for each area including the width of bus bays is required. On-street bus loading bays are required to have a minimum 14 foot width, on-street passenger vehicle loading bays are required to have a minimum of 10 foot width, and on-street passenger vehicle parking areas are required to have a minimum 8 foot width, unless otherwise allowed.

5 This is calculated as, $[(\text{Provided Spaces} / \text{Projected Accumulations}) \times 100]$, for each vehicle type. MDPWD requires all of the large school bus and student vehicle (if applicable) accumulations to be accommodated. The Department also expects 100% of the passenger vehicle accumulation to be accommodated depending on adjacent roadway design and classification, and limitations of the school site.

Please print data collector name, title,
mailing address, and phone number:

Signature of Data Collector

PM PEAK ACCUMULATION ASSESSMENT (1st Dismissal)

for a New Public School (Countywide)

New School Name	Notes	Parkside at Palmetto Bay	
Surrogate School Name	1	Somerset Silver Palms	
Date / Day / Time of Data Collection		9/14/2010 7:00 AM - 8:30 AM	(collect maximum accumulation of staged loading vehicles at or around dismissal time on Tuesday, Wednesday or Thursday for elementary, middle, and/or high schools)
Surrogate Enrollment		1,053	Total number of students, E
Capacity of New School		225	Student Stations, C
Multiplier	2	0.21	[C / E]
Surrogate Accumulations	3	207	passenger vehicles (including commercial vans) (Highest Vehicle Accumulation)
		1	school buses
		N/A	student vehicles (for high schools only)
Projected Accumulations		44	passenger vehicles
		0.21	school buses
		N/A	student vehicles
Provided Spaces	4	88	passenger vehicles
		N/A	school buses
		N/A	student vehicles
Percent Accommodated	5	199%	passenger vehicles
		N/A	school buses
		N/A	student vehicles

1 The facility to be used as a surrogate school will be determined by MDPWD staff. The surrogate school data is used to form the basis for the projected accumulations.

2 This figure is used to determine projected accumulations at the new school by applying it to existing surrogate school accumulations. It is calculated by dividing the new school student station capacity by the surrogate school student enrollment at the time of accumulation data collection.

3 These are all the school related loading vehicles which are, legally or illegally, staged or parked, on or neighboring the school.

4 Information must be obtained from a field survey or proposed site plan indicating the total spaces to be provided for each vehicle type at 22 linear feet per passenger vehicle and/or commercial van, and 50 linear feet per large school bus. Credit may be taken for legal parking in paved swale areas along school property frontage. A sketch or site plan (maximum 40 scale) showing the location of these spaces, the type of spaces in each area, and linear footage provided for each area including the width of bus bays is required. On-street bus loading bays are required to have a minimum 14 foot width, on-street passenger vehicle loading bays are required to have a minimum of 10 foot width, and on-street passenger vehicle parking areas are required to have a minimum 8 foot width, unless otherwise allowed.

5 This is calculated as: $(\text{Provided Spaces} / \text{Projected Accumulations}) \times 100$, for each vehicle type. MDPWD requires all of the large school bus and student vehicle (if applicable) accumulations to be accommodated. The Department also expects 100% of the passenger vehicle accumulation to be accommodated depending on adjacent roadway design and classification, and limitations of the school site.

Please print data collector name, title,
mailing address, and phone number:

Signature of Data Collector

PM PEAK ACCUMULATION ASSESSMENT (Highest Dismissal Shift - 2nd)

for a New Public School (Countywide)

New School Name	Notes	Parkside at Palmetto Bay	
Surrogate School Name	1	Somerset Silver Palms	
Date / Day / Time of Data Collection		9/14/2010 7:00 AM - 8:30 AM	(collect maximum accumulation of staged loading vehicles at or around dismissal time on Tuesday, Wednesday or Thursday for elementary, middle, and/or high schools)
Surrogate Enrollment		1,053	Total number of students, E
Capacity of New School		440	Student Stations, C
Multiplier	2	0.42	[C / E]
Surrogate Accumulations	3	207	passenger vehicles (including commercial vans) (Highest Vehicle Accumulation)
		1	school buses
		N/A	student vehicles (for high schools only)
Projected Accumulations		86	passenger vehicles
		0.42	school buses
		N/A	student vehicles
Provided Spaces	4	88	passenger vehicles
		N/A	school buses
		N/A	student vehicles
Percent Accommodated	5	102%	passenger vehicles
		N/A	school buses
		N/A	student vehicles

1 The facility to be used as a surrogate school will be determined by MDPWD staff. The surrogate school data is used to form the basis for the projected accumulations.

2 This figure is used to determine projected accumulations at the new school by applying it to existing surrogate school accumulations. It is calculated by dividing the new school student station capacity by the surrogate school student enrollment at the time of accumulation data collection.

3 These are all the school related loading vehicles which are, legally or illegally, staged or parked, on or neighboring the school.

4 Information must be obtained from a field survey or proposed site plan indicating the total spaces to be provided for each vehicle type at 22 linear feet per passenger vehicle and/or commercial van, and 50 linear feet per large school bus. Credit may be taken for legal parking in paved swale areas along school property frontage. A sketch or site plan (maximum 40 scale) showing the location of these spaces, the type of spaces in each area, and linear footage provided for each area including the width of bus bays is required. On-street bus loading bays are required to have a minimum 14 foot width, on-street passenger vehicle loading bays are required to have a minimum of 10 foot width, and on-street passenger vehicle parking areas are required to have a minimum 8 foot width, unless otherwise allowed.

5 This is calculated as: $[(\text{Provided Spaces} / \text{Projected Accumulations}) \times 100]$, for each vehicle type. MDPWD requires all of the large school bus and student vehicle (if applicable) accumulations to be accommodated. The Department also expects 100% of the passenger vehicle accumulation to be accommodated depending on adjacent roadway design and classification, and limitations of the school site.

Please print data collector name, title, mailing address, and phone number:

Signature of Data Collector

PM PEAK ACCUMULATION ASSESSMENT (3rd Dismissal)

for a New Public School (Countywide)

New School Name	Notes	Parkside at Palmetto Bay	
Surrogate School Name	1	Somerset Silver Palms	
Date / Day / Time of Data Collection		9/14/2010 7:00 AM - 8:30 AM	(collect maximum accumulation of staged loading vehicles at or around dismissal time on Tuesday, Wednesday or Thursday for elementary, middle, and/or high schools)
Surrogate Enrollment		1,053	Total number of students, E
Capacity of New School		335	Student Stations, C
Multiplier	2	0.32	[C / E]
Surrogate Accumulations	3	207	passenger vehicles (including commercial vans) (Highest Vehicle Accumulation)
		1	school buses
		N/A	student vehicles (for high schools only)
Projected Accumulations		66	passenger vehicles
		0.32	school buses
		N/A	student vehicles
Provided Spaces	4	88	passenger vehicles
		N/A	school buses
		N/A	student vehicles
Percent Accommodated	5	134%	passenger vehicles
		N/A	school buses
		N/A	student vehicles

1 The facility to be used as a surrogate school will be determined by MDPWD staff. The surrogate school data is used to form the basis for the projected accumulations

2 This figure is used to determine projected accumulations at the new school by applying it to existing surrogate school accumulations. It is calculated by dividing the new school student station capacity by the surrogate school student enrollment at the time of accumulation data collection.

3 These are all the school related loading vehicles which are, legally or illegally, staged or parked, on or neighboring the school.

4 Information must be obtained from a field survey or proposed site plan indicating the total spaces to be provided for each vehicle type at 22 linear feet per passenger vehicle and/or commercial van, and 50 linear feet per large school bus. Credit may be taken for legal parking in paved swale areas along school property frontage. A sketch or site plan (maximum 40 scale) showing the location of these spaces, the type of spaces in each area, and linear footage provided for each area including the width of bus bays is required. On-street bus loading bays are required to have a minimum 14 foot width, on-street passenger vehicle loading bays are required to have a minimum of 10 foot width, and on-street passenger vehicle parking areas are required to have a minimum 8 foot width, unless otherwise allowed.

5 This is calculated as, $\lfloor (\text{Provided Spaces} / \text{Projected Accumulations}) \times 100 \rfloor$, for each vehicle type. MDPWD requires all of the large school bus and student vehicle (if applicable) accumulations to be accommodated. The Department also expects 100 % of the passenger vehicle accumulation to be accommodated depending on adjacent roadway design and classification, and limitations of the school site.

Please print data collector name, title,
mailing address, and phone number:

Signature of Data Collector

Vehicle Conversion (Bus to Vans)

Project Name: Parkside at Palmetto Bay

	Vehicle Type	Students per Vehicle	Projected Vehicle Accumulation	Students in Vehicle / Shift
From:	Bus	25	1.00	20
To:	Van ¹	10	2.00	
	Van ²	12	1.67	
	Van ³	15	1.33	

Notes:

- 1 Assumed 10 students per vehicle.
- 2 Assumed 12 students per vehicle.
- 3 Assumed 15 students per vehicle.

SCHOOL CHARTER

SHORES AT PALMETTO BAY

VPB-15-014

CHARTER SCHOOL CONTRACT
BETWEEN
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AND
SOMERSET ACADEMY, INC.
ON BEHALF OF
SOMERSET PREPARATORY ACADEMY AT SILVER PALMS
(First Renewal to the Contract)

History:

Application: March 17, 2010
CRC: June 27, 2011
Contract: July 14, 2011 (Request name change).
CRC: No CRC required; pursuant to School Board Policy 9800, *Charter Schools*.
First Renewal: June 18, 2015 (*To renew the contract, under Section 1002.331(3), F.S., High-Performing Charter Schools, for a 15-year term, commencing with the 2015-2016 school year and ending on June 30, 2030.*)

Bp101713

SOMERSET PREPARATORY ACADEMY AT SILVER PALMS

First Renewal to the Contract

June 17, 2015

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SOMERSET PREPARATORY ACADEMY AT SILVER PALMS

First Renewal to the Contract

June 17, 2015

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
SOMERSET PREPARATORY ACADEMY AT SILVER PALMS
FIRST RENEWAL TO THE CHARTER SCHOOL CONTRACT

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THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
FIRST RENEWAL TO THE CHARTER SCHOOL CONTRACT

SECTION 1: GENERAL PROVISIONS

This FIRST RENEWAL to the Charter School Contract ("*Contract*" or "*Charter*") entered into as of the 18th day of June, 2015, between The School Board of Miami-Dade County, Florida, ("*Sponsor*"), and Somerset Academy, Inc., a non-profit corporation organized under Chapter 617, F. S., ("*Corporation*"), on behalf of the governing board of Somerset Preparatory Academy at Silver Palms ("*School*"). This Contract is effective upon approval by the School Board.

A) Approved Application: The renewal charter school application is attached as Appendix A. All attached appendices are incorporated and made a part of this Contract.

B) Term

1) Term: The term shall be fifteen (15) years commencing on the first day of school in the 2015-2016 school year, and ending on June 30, 2030. The timetable for implementation of this Contract is contained in Appendix B. The Sponsor and School initially entered into a Charter School Contract on July 13, 2011, ("*Contract*") that was amended on N/A. The term of a high performing charter school, as defined by § 1002.33 F.S., shall be modified if the School receives a school grade of "C" or below in any two years during the term of the charter.

2) Start-Up Date/School Calendar

a) In its sole discretion, the Sponsor may grant a one-year deferral from the initial opening date as stated in the approved Application (Appendix A), so that the School may postpone the opening for one school year. If a deferral is granted, the term of this Contract will be adjusted to reflect cancellation of one year of the term. If the School does not open on the initial opening date or the granted deferral date this Contract will be automatically rescinded with notice to the School that the application has expired but with no further action required of the Sponsor.

- b) The School's calendar shall be consistent with the beginning of the Sponsor's public school calendar for each school year. The School shall provide instruction for at least the number of days and the minimum number of instructional minutes required by law for other public schools. Instructional days beyond the minimum must be reviewed and approved by the Sponsor prior to implementation. After the School's calendar is approved, any subsequent modification must be approved by the Sponsor prior to implementation. Where violation of this provision continues after five (5) business days following written notice from the Sponsor, the Sponsor may withhold FTE without interest, until the violation is cured and/or may constitute good cause for termination of Contract.
 - c) **Deadline for Submission of Pre-Opening Checklist Items:** No later than fifteen (15) days prior to the initial use of a facility by the school, the school shall have an approved contract and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required by the local government. Failure to comply shall result in automatic rescission of the Contract with notice to the School.
- 3) **Charter Modification:** This Contract, regardless of the School's high-performing designation, may not be modified unless approved by both parties in writing pursuant to School Board Policy 9800, *Charter Schools* (Appendix C). Whenever a contract is amended it shall be updated to comply with current School Board policies to which the School has agreed, except for certain amendments such as amendments necessitated by Sponsor's policy amendments, a high-performing charter school's enrollment increase, school consolidation amendments, and other amendments as determined by the Sponsor,
- 4) **Charter Renewal**
- a) Prior to renewal of this charter, the Sponsor shall perform a program review to determine the level of success of the school's current academic program, achievement of the goals and objectives required by state

accountability standards and successful accomplishment of the criteria under §1002.33(7)(a), F.S., the viability of the organization, compliance with the terms of the charter, and that none of the statutory grounds for nonrenewal exist.

- b) Any charter school seeking renewal shall complete a charter renewal application as provided by law and the Sponsor's renewal process. The application shall include documentation for the items listed above.
- c) Renewals shall be for a term of five (5) years unless another term is mutually agreed upon, required, or allowed by law. Upon approval, the contract will be renewed following the contract negotiation process in current School Board policies.

C) Educational Program and Curriculum:

1) General

- a) The School shall implement its educational and related programs as specified in the School's approved application (Appendix A), including the School's curriculum, the instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards. The School shall ensure that reading is a primary focus of the curriculum and that resources are provided to identify and provide specialized instruction for students who are reading below grade level. Further, the curriculum and instructional strategies for reading shall be consistent with applicable State and Federal Standards and grounded in scientifically-based reading research. Updates, revisions, and/or changes to the curriculum programs described in the application and as requested by the Sponsor as a condition of the application's approval are incorporated as part of the approved application included as Appendix A. Any request to change the School's curriculum must be submitted to the Sponsor in

writing, comply with all applicable laws and be approved by the Sponsor before the changes are implemented.

- b) The School will adopt and implement with fidelity, the Sponsor's K-12 Comprehensive Research-Based Reading Plan (CRRP), §1011.62, F.S. and Rule 6A-6.053, F.A.C., including all instructional materials, unless it has chosen to use an alternate research-based core reading plan. If applicable, the School's adopted research-based core reading plan is attached as Appendix C.

D) Non-Renewal/Cancellation and Termination

This Contract may be cancelled or terminated during its term for any reason, specified in state law and this Contract. Notices of non-compliance, termination, cancellation and default may be issued by the Sponsor's Superintendent or the Superintendent's designee.

- 1) **Reasons for Termination/Non-Renewal:** The Sponsor may choose to terminate the Contract during its term or not renew the Contract at the end of the current term, for any of the following reasons:

- a) failure to participate in the state's education accountability system created in Fla. Stat. §1008.31, as required in this section, or failure to meet the requirements for student performance stated in the Charter;
- b) failure to meet generally accepted standards of fiscal management;
- c) violation of law;
- d) other good cause shown, including those defined in this Contract;
- e) failure to make sufficient progress in attaining the student achievement objectives of the charter and it is not likely that such objectives can be achieved before expiration of the charter; and/or,
- f) failure to correct any material deficiency(ies) of which the Sponsor has notified the School in writing.

- 2) **"Good Cause":** "Good cause" for non-renewal or termination includes, the following:

- a) failure to implement a reading curriculum that is consistent with effective teaching strategies grounded in scientifically-based reading research, and

- approved by the Florida Department of Education;
- b) failure to meet student performance objectives applicable to the school;
 - c) receiving a grade of "F" or rating of declining in any two consecutive or two of any three years;
 - d) the school or its representatives are found to have committed a material fraud on the Sponsor or made a material misrepresentation, either willfully or recklessly, in the application or this Contract.;
 - e) failure to timely submit or implement a Corrective Action Plan, a Financial Recovery Plan, or periodic reports specified in the plans and required by the Sponsor, the State Commissioner of Education or the State Board of Education;
 - f) failure to follow, implement or make progress toward the mission of the School as stated in the Application and this Contract;
 - g) failure to deliver the instructional programs or curricula identified in the application;
 - h) failure to make contributions to the Florida Retirement System if the school has elected to be part of the FRS;
 - i) having substantial debt resulting in a deteriorating financial condition or delinquency in payments;
 - j) the School files for bankruptcy, is adjudicated bankrupt or insolvent, or is so financially impaired that the school cannot continue to operate and/or is no longer able to meet and satisfy its financial obligations;
 - k) failure to have an annual audit that complies with the requirements specified by law and this Contract or to timely submit required financial reports;
 - l) failure to meet generally accepted accounting principles;
 - m) willfully or recklessly fails to manage public funds according to the law;
 - n) failure to comply with maximum class size restrictions as required by law;
 - o) failure to maintain insurance coverage as required by this Contract;
 - p) failure to provide the Sponsor with access to records;

- q) violation of any court order relating to matters involving the charter school;
 - r) criminal conviction on matters regarding the charter school by either the charter school's governing board, its members, collectively or individually, where the board knew or should have known of the conduct underlying the conviction and failed to take corrective action;
 - s) receiving a determination of financial emergency, pursuant to § 218.503, F.S.;
 - t) material violation of the school's corporate by-laws;
 - u) illegal or improper student admissions, dismissals, transfers and/or withdrawal practices as defined by state law, Sponsor's policies, and/or this Contract; and,
 - v) failure to comply with applicable local, state, or federal rules or regulations concerning school transportation.
- 3) **Additional "Good Cause" for Non-Renewal/Termination:** "Good cause" also includes any uncured material breach or violation of the standards, requirements, or procedures of this Contract, including but not limited to:
- a) failure to timely comply with all financial reports and statements in the format specified by the Sponsor and the Department of Education;
 - b) violation of the prohibition against School governing board members receiving compensation, directly or indirectly, from the School's operations, including but not limited to grant funds;
 - c) failure to fulfill all the requirements for highly qualified instructional personnel as defined by the No Child Left Behind Act (NCLB);
 - d) failure to comply with the timely submission of the annual report; ;
 - e) failure to timely submit the School Improvement Plan to the Sponsor;
 - f) failure to participate in all required assessment programs;
 - g) failure to allow the Sponsor reasonable access to facilities and records to review data sources, including collection and recording procedures;

- h) failure to make adequate progress towards the goals and outcomes designated in the School Improvement Plan;
- i) failure of secondary charter schools to comply with §§1003.43 and 1008.25, F.S.;
- j) failure to use records and grade procedures that adequately provide the information required by the Sponsor, Florida Department of Education and statute;
- k) failure to provide Special Education (SPED) students and English Language Learners (ELL) with programs and services in accordance with federal, state and local laws;
- l) failure to obtain proof of consent to enroll, withdraw, or transfer each student from the student's parent / guardian or from the student, if the student is eighteen (18) years of age or older;
- m) failure of the school to comply with the timely submission of the annual financial audit as required by §218.39, F.S.;
- n) failure to comply with the Florida Building Code (including chapter 553) and the Florida Fire Prevention Code, including reference documents, applicable state laws and rules, and federal laws and rules;
- o) failure to comply with all applicable laws, ordinances, and codes of federal, state, and local governance including Individuals with Disabilities Education Act (IDEA);
- p) failure to obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, within the timelines specified by the Sponsor;
- q) failure to maintain valid licenses, permits, use approval, facility certification, and any other approval as required by the local government or any other governmental bodies having jurisdiction at any time during the term of this Contract;
- r) violation of §112.311 - 112.326, F.S., Code of Ethics for Public Officers

and Employees as applicable to charter school governing board members and employees;

- s) violation of School Board Policy 9800, *Charter Schools* (Appendix D);
- t) violation of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99); or
- u) any material violation of assessment administration and security procedures.

4) Non-Renewal/90-day Termination

At least ninety (90) days prior to non-renewal or termination of the Contract, the Sponsor shall notify the School's governing board chair and principal in writing. The notice shall state in reasonable detail the grounds for non-renewal or termination.

- a) **Hearing:** Within 14 calendar days after receiving the notice, the School's governing board may request an administrative hearing in front of the Florida Division of Administrative Hearings (DOAH) by filing a written request with the School Board Clerk pursuant to School Board Policies 0133, *Quasi-Judicial*, and 9800, *Charter Schools* and § 120.54(5)(b), F.S.. Legally sufficient requests shall be forwarded to DOAH. The DOAH hearing will be conducted pursuant to § 1002.33, F.S., and Ch. 120, F.S. Following the hearing, the DOAH recommended order shall be submitted to the Sponsor which will adopt a final order. The final order shall state the specific reasons for the Sponsor's decision and provide it to the charter school's governing board and the Department of Education no later than (10) days after issuance.
- b) The Sponsor may send in financial and/or instructional experts to advise and assist the School in improving the conditions stated in the notice of termination. Failure to cooperate, or failure to significantly improve the noted conditions, shall also constitute good cause for termination.
- c) For purpose of notice, the charter school's governing board as the last legitimate roster submitted by the School to the Sponsor.

- d) The decision by the governing board to request a DOAH hearing must be made in a legally advertised public meeting with a quorum present. Minutes or an adopted resolution documenting the action must be submitted to the Sponsor with the request for a DOAH hearing and properly posted.
- e) The School's governing board shall continue to operate the school until the Sponsor issues a final order terminating the charter, during which time all provisions of this contract shall remain in effect. The closing date shall be negotiated between the Sponsor and the School.

E) Immediate Termination

- 1) **Student Health, Safety, or Welfare:** This contract may also be terminated immediately if the Sponsor determines that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists. Lack of an appropriate facility in which to operate the School may constitute an immediate and serious danger to the health, safety, or welfare of the School's students. The Sponsor's determination is subject to the 90-day termination procedures in Section D(a), (c), and (d) above except that the School must request a DOAH hearing within ten (10) calendar days upon receiving the notice and the hearing may take place after the charter has been terminated.
- 2) **Sponsor Notification Responsibilities:** Upon immediate termination, the Sponsor shall notify the School's governing board chair and principal in writing.
- 3) **Operation of the School:** The Sponsor shall operate the school until the issuance of a final order unless the continued operation of the charter school would materially threaten the health, safety, or welfare of the students. Failure by the Sponsor to assume and continue operation of the charter school shall result in the awarding of reasonable costs and attorney's fees to the charter school if the charter prevails on appeal. If the School has no facility at the time of termination, the Sponsor is not obligated to operate the School.
- 4) **School Access and Documentation Responsibilities:** The School shall immediately give to the Sponsor all keys to the School's facilities, all security-

system access codes and access codes for all computers in the School's facilities, all student, educational, operational, and administrative records of the School including those held by third parties,, access to the school's bank accounts which contain public funds, storage facilities, all records, information, receipts and documentation for all expenditures of public funds, including but not limited to federal grants such as Title I and charter school grants, and all public property.

- 5) **Removal of Funds or Property:** The School shall not remove any funds or property purchased with either public or private funds until the Sponsor has a reasonable opportunity to determine whether the funds are public or private and whether the property was purchased with public or private funds. Under no circumstances shall the School remove any property or funds prior to the Sponsor's decision to immediately terminate after notice.
- 6) **Disbursement of Funds:** The Sponsor shall only disburse School funds in order to pay the normal expenses of the School as they accrue in the ordinary course of school business. The Sponsor is not required to use its own funding resources to pay the School's debts.
- 7) **Expenditures:** Upon initial notification of non-renewal, closure, or termination, the School may not expend more than \$10,000 per expenditure without prior written approval from the Sponsor unless the expenditure was included in the annual budget submitted to the Sponsor, is for reasonable attorney fees and costs during the pendency of any appeal, or reasonable fees and costs to conduct an independent audit.
- 8) **Employees of the School:** The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School but will not be considered Sponsor employees. The Sponsor may take any appropriate personnel action regarding the School's employees.

F) Post-Termination

- 1) **School :** The School shall be dissolved under the provisions of law under which the School was organized. Student records and copies of all administrative, operational, and financial records of the School shall be provided to the Sponsor

on the date the termination/non-renewal takes effect. The School shall also provide to the Sponsor the School's security system and technology access codes.

- 2) **School Furniture, Fixtures, Equipment, and Funds:** Any property, improvements, furnishings, and equipment purchased with any unencumbered public funds (except for capital funds and federal charter school program grant funds) shall automatically revert to the Sponsor (subject to any lawful liens and encumbrances). If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds or non-public funds, then it shall be presumed public funds were used and ownership of the asset shall automatically revert to the Sponsor. Property and assets purchased with public funds shall be defined as those goods purchased with grants and funds provided by a governmental entity. Public funds provided by the School and used by a management company to purchase property and assets for the School are considered public funds.
 - 3) **School Debt:** The School shall be responsible for all the debts of the School. The Sponsor may not assume the debt from any contracted services made between the governing body of the School, the Management Company, and/or third parties.
 - 4) **Unencumbered Funds:** Upon the Sponsor's request, unencumbered public funds from the School, district school board property and any improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company other than the School, shall be held in trust upon the district school board's request until any appeal status is resolved.
 - 5) **Final Audit:** An independent audit shall be completed within 30 days after notice of termination, closure, or non-renewal. During the fiscal year in which termination or nonrenewal occurs, the School Board of Miami-Dade County shall withhold from the School's FEFP funds those monies necessary to pay for a final independent financial audit.
- G) **School Election to Terminate or Non-renew:** If the School elects to terminate or non-renew the charter, it shall provide notice of the election to the Sponsor indicating the

final date of operation. All post-termination provisions listed above apply.

SECTION 2: ACADEMIC ACCOUNTABILITY

A) Student Performance: Assessment and Evaluation

1) Initial Year

- a) **Expected Outcomes:** The educational goals and objectives for improving student achievement, including how much academic improvement students are expected to show each year, how student progress and performance will be evaluated and the specific results to be attained, as described in Section 5 of the application: Student Performance, Assessment and Evaluation
- b) **Methods of Measurement:** The methods used to identify the educational strengths and needs of students and the educational goals and performance standards are those specified in the School's approved application.
- c) **Assessments**
 - i) **State-Required:** Students shall participate in all state assessment programs. The School shall facilitate required alternate assessments and comply with state reporting procedures.
 - ii) **Additional:** Students shall participate in all District assessment programs in which the District's students in comparable grades/schools participate and any other assessments as described in Section 5 of the application: Student Performance, Assessment and Evaluation.
 - iii) **Support:** All School personnel involved with any aspect of the testing process must have knowledge of and abide by state and Sponsor policies, procedures, and standards regarding test administration, test security, test audits, reporting of test results and shall cooperate with any investigations involving the school. The School shall comply with applicable employee clearance law as described in this Contract regarding all individuals who will serve

as test administrators, proctors, and other support personnel required for accountability testing. The Sponsor shall provide to applicable school staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and state-required assessment activities, e.g., procedures for test administration, staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting. The designated test chair from the School is required to attend all training sessions and informational meetings required by the Sponsor. The School shall immediately notify the Sponsor upon any change in the designated test chair.

- iv) **Technological & Infrastructure:** The School shall provide adequate technological infrastructure to support all required online test administration and shall timely comply with all state and district operational readiness evaluations. Failure to comply may result in costs assessed by the Sponsor to the School for the scheduling of subsequent evaluations and readiness testing.

2) **Annual**

a) **School Improvement Plan**

i) **Minimum Components of SIP**

- 1) The School will provide the Sponsor a School Improvement Plan that is based on the goals and objectives required by federal and state law and complies with the guidelines provided by the Sponsor by the date due established by the State and/or Sponsor. The School Improvement Plan shall contain the School's measurable objectives for the subsequent school year.
- 2) The School agrees to the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the School

Improvement Plan.

- ii) **Deadline for Governing Board Approval:** The governing board of the School shall review and approve the SIP prior to its submission. Minutes documenting SIP approval must be taken and posted.
 - iii) **Monitoring:** The School's governing board shall develop and monitor the implementation of the School Improvement Plan. Schools graded a "D" or "F" in any two consecutive or two of any three years under the State's school grading system shall implement a corrective action plan pursuant to 1002.33, F.S.
- b) **Assessments:** Students shall participate in assessment programs as described in Section 5e of the application: Student Performance, Assessment and Evaluation.
- i) **State-required:** Students at the School shall participate in all state assessment programs. The School shall facilitate required alternate assessments and comply with state reporting procedures.
 - ii) **Reporting:** If the School offers advanced academic programs (International Baccalaureate, Cambridge, Advanced Placement, and/or Advanced International Certificate of Education Program), the School shall provide to the Sponsor official examination results within the timeframe and in the format determined by the Sponsor.
 - iii) **Additional:** Students shall participate in all District assessment programs in which the Sponsor's students in comparable grades/schools participate and any other assessments as described in Section 5e of the application: Student Performance, Assessment and Evaluation.
 - 1) The School shall be responsible for all costs associated with assessments not mandated by the state or covered by federal funding, such as Title I and IDEA.
 - 2) If an IEP for a student with disabilities, or an EP for a

student who participates in programs for the gifted, indicates accommodations or an alternate assessment for participation in a State assessment, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

iv) **Support:** All School personnel involved with any aspect of the testing process must have knowledge of and abide by state and Sponsor policies, procedures, and standards regarding test administration, test security, test audits, reporting of test results, and shall cooperate with any investigation involving the School. The School shall comply with applicable employee clearance law as described in this contract regarding all individuals who will serve as test administrators, proctors, and other support personnel required for accountability testing. The Sponsor shall provide to applicable school staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and state-required assessment activities, e.g., procedures for test administration, staff training, dissemination and collection of materials, monitoring, scoring, analysis, and summary reporting. The designated test chair from the school is required to attend all training sessions and informational meetings required by the Sponsor. The School shall immediately notify the Sponsor upon any change in the designated test chair.

3) **Termination Based on School Grade or Rating:** The Contract shall be terminated if the School receives a state-designated grade of "F" or a rating of declining in any two consecutive or two of any three years and fails to submit to Sponsor a school improvement plan as required by law. The Contract may be non-renewed or terminated if the School fails to make adequate academic progress in accordance with state and federal laws. This provision does not preclude the Sponsor from terminating the Contract for failure to meet academic standards

within the first or any subsequent school year. In addition to evaluating the School's success in achieving the objectives stated in the School Improvement Plan, the School shall meet the state's student performance requirements as delineated in State Board of Education Rule 6A-1.09981, *Implementation of Florida's System of School Improvement and Accountability*, based on §§1001.02, 1008.33, and 1008.345, F.S. This accountability criterion shall be based upon the assessment systems of the School, the Sponsor, and the State.

- 4) **Records and Grades Procedures:** The School shall use records and grade procedures that adequately provide the information required by the Sponsor. The School may use an alternative grading and recording system, but the system must comply with the State's reporting guidelines and be approved by the Sponsor. The School will use the Sponsor's Pinnacle grade book system. If the school chooses to use an application other than Pinnacle or the system in use by the Sponsor, it will be responsible for data entry directly into ISIS for daily attendance and all quarterly academic, effort, and conduct grades. Schools that use an alternative grade book system will not be able to upload grade or attendance data to the Information Technology Services (ITS) department. Schools not uploading will be required to have a documented procedure in place for communicating attendance and grades to the data entry clerk, prior to the opening of schools. Schools that opt to use an alternative grade book system will be required to provide some form of prior year electronic audit trail. No ITS support will be provided for schools that do not use Pinnacle or the designated system. The School shall follow the Sponsor's Elementary School Academic Programs Course Codes and/or Miami-Dade County Public Schools Authorized Courses for Secondary Schools, as appropriate. If required pursuant to §1006.40(2)(a), F.S., the School shall provide each student with a current state adopted textbook or other current instructional materials in each core course, including but not limited to, mathematics, language arts, science, social studies, reading, and literature. These materials must be provided within the first 2 years of the effective date of the State's textbook adoption cycle.

5) **Textbook Inventory:**

- a) The School will maintain, and have available for review, a current textbook or digital textbook inventory for core courses which shall include title, date of adoption cycle, and number of texts and or licenses available and in use.
- b) The School shall provide adequate technological infrastructure to support and deliver all digital instructional materials.

B) Student Promotion

1) **Student Progression Plan**

The School will adopt the Sponsor's Student Progression Plan (SPP), which is attached as Appendix E. The School shall implement the SPP in effect for the current operational year. The Sponsor may consider but is not obligated to approve any exemptions from the SPP requested by the School. Failure to agree on exemptions shall not be considered a Contract dispute. The School may not implement any exemptions that are not approved by the Sponsor. If the Sponsor amends the SPP, the School shall agree to the amendments within five (5) business days of being provided notice of amendments by the Sponsor or shall develop and adopt another SPP approved by the Sponsor. Failure to comply with this provision may result in withholding FTE until compliance and constitutes good cause for termination.

2) **Graduation Requirements**

The School shall establish a method for determining that a student has satisfied the requirements for graduation in §§1003.43 and 1008.25, F.S., and shall inform the Sponsor of this method and/or any changes to a previously adopted method at least one month prior to the beginning of the school year.

3) **Accreditation**

Secondary schools shall notify the parents and students of the School's accreditation status and the implications of non-accreditation in a) the Student Enrollment form; b) the Parent/Student handbook; and c) any Parent/Student contract. The notification must also be prominently displayed at all times on the

School's website.

4) Other Assessment Tools

The School shall use all other assessment tools as stated in the approved Application and identified in the annual School Improvement Plan.

C) Data Access and Use

1) Access to Facilities, Records, and Data: The School shall allow the Sponsor reasonable access to its facilities and records to review data sources, including collection and recording procedures, in order to assist the Sponsor in making a valid determination about the degree to which student performance requirements have been met as stated in the Contract and as required by §§1008.31 and 1008.345, F.S. Furthermore, the School shall allow the Sponsor to collect data through other means such as surveys to conduct required research and/or evaluations and shall provide required responses/data within the timelines designated by the Sponsor.

2) Sponsor Use of Required Assessment Data: The Sponsor shall use results from the state and district required assessment programs referenced in this Contract, the data elements included in the annual report, and any other information acquired by the Sponsor to provide the State Board of Education and the Commissioner of Education the analysis and comparison of the schools' student performance.

3) Acceptable Use Policy: The School shall adopt student and employee computer and privacy policies and standards that comply with all applicable state and federal laws. All Charter School employees and students are bound by all of the Sponsor's computer policies and standards regarding data privacy and system security. The School shall not access, directly or through a third party, any of the Sponsor's student information unless and until the student actually enrolls in the School. Violation of this provision constitutes good cause for termination.

D) Advanced Academics

1) Dual Enrollment: Pursuant to §1007.71, F.S., the School shall provide dual enrollment opportunities to any student meeting the eligibility requirements and expressing the desire to enroll.

- a) **Articulation Agreements:** If the School chooses to provide a dual enrollment program, it shall develop and implement all Dual Enrollment Articulation Agreements between the School and postsecondary institutions as required by law. The School shall also develop and implement a plan to inform all secondary students and their parents of dual enrollment opportunities as an educational option and mechanism for acceleration and shall ensure that dual enrollment courses taught on the high school campus will not be combined with any high school course. This agreement shall include the method of payment between the School and the postsecondary institution and shall be submitted annually to the Department of Education and the Sponsor by August 1.
 - b) **Eligible Institutions:** Only independent non-profit colleges or universities located and chartered in Florida, that are duly accredited by the Commission on Colleges of the Southern Association of Colleges and Schools or the Accrediting Council for Independent Colleges and Schools and confer degrees as defined in §1005.02, F.S., shall be eligible to offer authorized dual enrollment programs.
 - c) **Funding:** Eligible students enrolled in a dual enrollment or early admission program through Florida College System institutions or other state universities are exempt from the payment of tuition and fees, pursuant to §1009.25, F.S. The fee exemption includes application, tuition, laboratory fees, and textbook fees for courses taken through dual enrollment. The School is responsible for paying all tuition and fees to the postsecondary institution for dual enrollment courses.
- 2) **Preliminary Scholastic Aptitude Test (PSAT):**
- a) Pursuant to §1007.35, F.S., each public high school shall provide for the administration of the PSAT in the tenth grade.
 - b) The School is responsible for the application and receipt of the CEEB number from the Educational Testing System (ETS) and shall timely submit confirmation of that number to the Sponsor.

3) **Advanced Placement Examinations**

- a) Pursuant to §1003.4295, F.S., each high school shall offer an International Baccalaureate Program, an Advanced International Certificate of Education, or a combination of at least four courses in dual enrollment or Advanced Placement, including one course each in English, mathematics, science, and social studies.
- b) For Advanced Placement examinations, the Sponsor will submit one payment to the College Board on behalf of ALL District schools, including charter schools. The School shall timely submit the Advanced Placement Remittance Form and a check from the school to cover the cost of all student-paid fees, unused exam fees, late order fees, late testing fees, late return fees, report fees and any other fees incurred by the School. Any failure on the School's part to submit the required check and supporting documentation by July 1 will result in the deduction of the full amount owed from the School's monthly FEFP payment.
- c) The School shall not charge any fees for participation in Advanced Placement courses or examinations.
- d) The School shall provide all Advanced Placement teacher training and professional development.

SECTION 3: STUDENTS

- A) **Eligible Students:** The School shall be open to any student residing in Miami-Dade County and to students in other districts with which inter-district agreements exist.
- B) **Grades Served:** K-8
- C) **Class Size:** The school shall comply with class size restrictions as required by law.
- D) **Annual Projected Enrollment:**
 - 1) **Student Enrollment:** Following is the student enrollment breakdown by year:
 - a) Year 1-15: 2015-2030 – Grades K to 8 – up to 900 students
 - 2) **High Performing Charter Schools:** A high performing charter school must have documentation from the Commissioner of Education designating the School as

high-performing pursuant to §1002.331, F.S. A high performing charter school shall notify the Sponsor in writing by March 1 of the preceding year if it intends to increase enrollment beyond the enrollment stated in this charter and/or to expand grade levels the following year. The School shall not, however, enroll students beyond the facility capacity. The written notice shall specify the amount of the enrollment increase, the grade levels that will be added, and evidence of the official facility capacity. To increase enrollment and add grade levels, this contract must be amended through the Sponsor's current charter amendment process for these types of amendments in School Board Policy 9800, *Charter Schools*. Failure to provide timely notice to the Sponsor or to comply with the amendment process shall preclude the school from increasing enrollment or expanding grade levels.

- 3) **Minimum Enrollment Requirements:** The School's minimum enrollment for the first year of operation is N/A. The parties agree that this is the minimum enrollment that will support the School's operations. Failure to achieve the minimum enrollment by the October FTE reporting period for the first year of operation constitutes good cause for termination or non-renewal unless the School provides the Sponsor a revised and balanced budget that is realistic and reasonable within 15 calendar days of the FTE reporting period. A budget to support this minimum enrollment is provided in Appendix F.
- 4) **Deferred Opening and Student Enrollment:** In the event the Sponsor grants the School deferral to open, the student enrollment breakdown in paragraph 1 above will be adjusted to reflect the cancellation of the first year and Year 4 will reflect the maximum capacity permitted.
- 5) **Required Instructional Minutes:** Instructional minutes shall be a minimum of 300 minutes per day. The hourly equivalent for Kindergarten through grade 3 is 720 instructional hours and 900 instructional hours for students in grades 4 through grade 12. Schools operating on a double-session calendar must be approved by the Florida Department of Education. Survey periods for Year-Round School Programs shall be the same as for the regular fiscal year. Year-round schools shall report the first 90 days of their regular 180-day school year in Survey

2 and the second 90 days of their regular 180-day school year in Survey 3, regardless of when the tracks are in session.

- 6) **Enrollment Capacity:** The School's enrollment capacity is contingent on the student capacity as stated in the Contract, valid Certificate of Occupancy (CO), Certificate of Use (CU), and/or Fire Permit for the School facility issued by the local governmental agency in whose jurisdiction the facility is located. Monthly FTE payments shall be withheld, without interest, for students in excess of the School's enrollment capacity, as defined by the Contract, valid CO, CU, and/or Fire Permit until the violation is cured.

E) Admissions and Enrollment Plan

The School shall implement the enrollment policies and procedures and lottery process, as described in Section 13 of Application: Student Recruitment and Enrollment. The School shall enroll an eligible student who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. All applicants shall be given an equal chance of being admitted through a random selection process. The School shall strive to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other traditional public schools in the school district that are in close proximity. Failure to comply with these provisions constitutes good cause to terminate this Contract.

- 1) **Provision of School Information:** The School shall provide all information about the School to parents/guardians in English, Spanish and Haitian Creole.
- 2) **Enrollment Consent:** To enroll a student, the School must obtain proof of consent from the student's parent or guardian, or from the student if the student is eighteen (18) years of age or older. A charter school may not transfer an enrolled student to another charter school having a separate Master School Identification Number without first obtaining the specific written approval of the student's parents/guardians before each transfer. The school must maintain appropriate enrollment and student application documentation. Violation of this provision constitutes good cause to terminate this Contract.
- 3) **Record of Application and Enrollment:** The School must maintain a record of

all the students who apply to the School for a period of five (5) years, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon request.

- 4) **Enrollment Lottery and Wait List Documentation:** The School shall maintain documentation of each enrollment lottery conducted, as well as any student wait lists that are generated for a period of three (3) years and make them available to the Sponsor upon request. Lottery documentation shall clearly allow the Sponsor to verify that the random selection process utilized by the School was fair to all applicants.
- 5) **Student Information:** The School may not request prior to enrollment, through the application or otherwise, information regarding the student's academic history, record of standardized testing performance, juvenile or disciplinary history or status, a student's Individual Education Plan (IEP), a student's Limited English Proficiency Plan (LEPP) or other information regarding a student's special needs.

F) Maintenance of Student Records

- 1) **Student Records:** The School shall maintain both active and archival records for current/former students in accordance with §§1003.25 and 1002.22, F.S., and State Board of Education Rule 6A-1.0955.
- 2) **Transfer of Student Cumulative Records:** All permanent cumulative records (both Category A, Permanent Information, and Category B, Temporary Information) of students leaving the School, whether by transfer to a traditional public school within the school system or withdrawal to attend another charter school, shall be transferred upon receipt of an official request from a receiving Miami-Dade County public school or a Sponsor's charter school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.
- 3) **Transfer of Student Cumulative Records Upon Student Enrollment Termination:** Upon termination of a student's enrollment at the School, all permanent cumulative records (both Category A, Permanent Information, and Category B, Temporary Information) of students leaving the School, but not

transferring to a Sponsor's public school or charter school, shall be hand-delivered to the Sponsor's Department of Records and Forms Management. Proof of delivery shall be provided to the Sponsor within five (5) business days. The School may retain copies of the departing student's academic grades and attendance during the student's enrollment at the School.

- 4) **Transmittal of Educational Records:** The School shall transmit to the Sponsor's Department of Records and Forms Management, a listing of the types of Category A and B educational records pursuant to State Board of Education Rule 6A-1.0955 and the procedures from the Division of Student Services as stipulated in the Student Educational Records manual. This report shall be transmitted each year prior to July 1.

G) Exceptional Student Education

- 1) **Non-Discrimination:** The School shall not discriminate against students with disabilities in placement, assessment, identification, and admission. Prior to the student's enrollment in the School, the School shall not request, through the School's application or otherwise, a student's Individual Education Plan (IEP) or other information regarding a student's special needs, nor shall the school access such information.

2) Sponsor Responsibilities

- a) The Sponsor shall conduct initial evaluations of students referred for potential Special Education, Gifted and 504 Placement, and for the re-evaluation of Exceptional Student Education (ESE) students, in accordance with federal and state mandates. All requirements for Response to Intervention must be followed by the School with fidelity prior to and during the evaluation process. The School and/or parents may obtain private evaluations of students at their expense. These evaluations must be considered in determining eligibility but will not necessarily substitute for an evaluation conducted by the Sponsor's personnel in a manner and timeframe consistent with that of all of the other Sponsor's schools. The Sponsor will monitor the school for ESE compliance with

applicable federal, state, and local policies and procedures as outlined in the Exceptional Student Education Policies and Procedures (SP&P) (Appendix G).

- b) A representative of the Sponsor shall participate in all initial IEP meetings and those IEP meetings where a significant change of services or placement may be considered and shall serve as the Local Educational Agency (LEA) Representative when present at an IEP meeting. However, the administrator or designee in charge at the School will serve as the LEA Representative at annual and interim IEP, Educational Plans (EP), and 504 meetings, which the School shall conduct.
- c) The Sponsor will monitor the School for ESE compliance. Non-compliance with federal, state, and local policies and procedures may result in withholding ESE generated FTE funding until compliance is achieved.

3) School Responsibilities

- a) The School shall fully implement the IEPs of enrolled students, including delivery of supplementary aids and services and related services, unless the IEP team determines that another school within the Sponsor's district constitutes a more appropriate placement on the continuum of alternative placements. In no instances should a student's IEP services or placements be changed to accommodate the School's placement options. Such changes may result in withholding FTE funding until compliance is achieved and/or the termination of the contract.
- b) The School shall deliver all educational, related services and equipment indicated on the student's IEP, EP, or 504 Plan. The School shall also provide related services and equipment, e.g., speech/language therapy, occupational therapy, physical therapy, counseling, assessment instruments, assistive technology devices and therapeutic equipment.
- c) The School shall conduct the evaluations of the School's students referred for physical therapy (PT) and occupational therapy (OT) and speech and

language (SL) services with personnel qualified in accordance with State of Florida regulations and in accordance with Response to Intervention requirements. After the student is determined eligible for these services and the initial IEP or 504 Plan is written, the School shall be responsible for providing required PT, OT, and SL services to the student. The School shall ensure that PT, OT and SL therapists who perform the evaluations attend an IEP meeting to review the evaluations when eligibility for services is determined. The evaluation must include a review of the student's IEP, identification and development of PT, OT and SL goals and/or a treatment plan for the student. The School shall ensure that all therapists review and implement the student's initial IEP. The School shall ensure that all therapists providing services to the student are qualified in accordance with State of Florida regulations and participate in the student's annual and interim IEP meetings either in writing, by telephone, or in person. The student's IEP goals and benchmarks related to these areas are to be updated by the student's treating therapists. The School shall require all therapists providing services to the student to attend orientation and in-service training on delivery of school-based services and how to develop goals and benchmarks based upon educational theory. The Sponsor shall provide that orientation and in-service training. The Sponsor may conduct periodic reviews of the paperwork prepared by the OT, PT and SL therapists providing services to such students.

- d) The School shall comply with the requirements of the IDEA as it relates to the student's IEP, and the School shall ensure that the appropriate highly-qualified instructional personnel of the School attend all IEP meetings.
- e) Special Education students shall be educated in the least-restrictive environment as approved in the Application. Students whose needs cannot be adequately addressed at the School as determined by an IEP committee meeting held after enrollment, will be appropriately referred and the School staff will work together with the Sponsor to ensure that the needs

of these students are met.

- f) The School shall make its personnel aware of professional development opportunities offered by the Sponsor's Division of Exceptional Student Education and Psychological Services departments. In addition, the School shall require all personnel assigned to implement IEPs to participate in meetings and/or trainings required by the Sponsor's Division of Exceptional Student Education and Psychological Services departments.
- 4) **Services Covered by the Administrative Fee:** The Sponsor shall provide exceptional student education administration services to the School, pursuant to § 1002.33, F.S.
- 5) **Due Process Hearing**
- a) A student, parent, or guardian who indicates at an IEP, EP or 504 meeting that they wish to file for a due process hearing pursuant to state law and rules shall be given the appropriate forms by the LEA attending the IEP meeting. These forms shall also be provided upon request at any other time. Parents must file due process hearing requests with the School Board Clerk pursuant to School Board Policy 0133, Quasi-Judicial Functions, and the procedural safeguards posted on the Sponsor's Exceptional Student Education website. As soon as a request is filed, the Sponsor shall inform the school.
 - b) The Sponsor's legal counsel will ensure that the due process hearing request if filed with the Florida Division of Administrative Hearings ("DOAH").
 - c) The Sponsor will review the due process complaint and hold an initial meeting to analyze the merits of the complaint. The School must select its own legal counsel and participate in the initial meeting with the Sponsor.
 - d) The Sponsor's legal counsel will represent the Sponsor on all claims related to initial psycho-educational evaluations and re-evaluations. The School's legal counsel shall represent the School on claims related to all other evaluations. The Sponsor's legal counsel will represent the Sponsor

in all cases where a District employee fulfills the role of the LEA at the staffing/IEP meeting. The School's legal counsel will represent the School on all claims related to implementation of Response to Intervention ("RtI"), IEPs, 504 Plans, EPs, and where a School employee fulfills the role of the LEA at the staffing/IEP meeting. The Sponsor's legal counsel will seek a dismissal of the Sponsor with regard to claims over which the Sponsor had no role (e.g., implementation claims). The School shall pay all costs and court-ordered relief associated with cases handled by the School's legal counsel.

- e) The School must designate an administrator and relevant members of the IEP team to attend a resolution or mediation sessions conducted by the Sponsor's due process team. The School's legal counsel and the Sponsor's legal counsel may participate in the resolution session only if the parent is represented by an attorney. If the Sponsor and the School elect to participate in mediation in lieu of a resolution session, the Sponsor's due process team will invite the legal counsels of the Sponsor and the School.
- f) Following the resolution session/mediation, the School shall review the recommendations of the Sponsor's due process team with their legal counsel and communicate in writing the School's position on resolution/settlement to the Sponsor's due process team. If the School opts not to follow the recommendations of the Sponsor's due process team, the School will incur all costs associated with subsequent court orders.
- g) If the matter is resolved by a written agreement, the Sponsor's legal counsel will file the appropriate motions for dismissal and closure of the case.
- h) If the matter is not resolved, the legal counsel of the Sponsor and the School shall ensure that representation in the due process hearing proceeds in accordance with Section (5)(d) above and the procedural safeguards posted on the Sponsor's Exceptional Student Education website.

- i) The School shall bear all of the School's costs, as set forth in Section (5)(d) above, associated with the due process case, including but not limited to, legal representation, discovery, court reporter, and interpreter. In the event that the student/parent prevails, either through a settlement or hearing, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded against the School. The Sponsor may deduct any amount owed to the Sponsor from FTE payments.
- 6) **Reimbursement for Services:** Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA, Part B or C. In order to seek reimbursements, the School shall follow the procedures established for Medicaid-reimbursable services to eligible students at the School as outlined in Appendix H, attached and incorporated into this Contract by reference.

H) Withdrawal Policies and Procedures

- 1) The School will adopt and follow the Sponsor's Code of Student Conduct ("Code"), attached as Appendix I. If the School adopts the Sponsor's Code of Student Conduct, it will be required to submit documentation of all disciplinary actions into ISIS, using the Student Case Management System, within two school days of the disciplinary action. Any deviations from the Sponsor's Code and any alternative Code, or additional disciplinary policies, must be approved by the Sponsor prior to implementation. The School's policies for discipline, suspension, and recommendation for expulsion are described in Section 8b of the Application and in Appendix P. If the Sponsor amends the Code, the School shall agree to the amendments within ten (10) business days of being provided notice of amendments by the Sponsor or shall develop and adopt another Code approved by the Sponsor. Failure to comply with this provision may result in withholding of FTE and constitutes good cause for termination.
- 2) **Involuntary Student Withdrawal:** The School may not persuade a parent to

voluntarily withdraw their child in lieu of disciplinary action or involuntarily withdraw, dismiss, or transfer a student, unless the withdrawal or transfer is accomplished after appropriate due process is provided according to the approved Code of Student Conduct or through the Sponsor's policies.

- 3) **Student Expulsion:** Only the Sponsor may expel a student.
- 4) **Voluntary Student Withdrawal:** A student may voluntarily withdraw from the School at any time and enroll in another public school.

I) Discipline

- 1) **Learning Environment:** The School agrees to maintain a safe learning environment at all times. The School must comply with all applicable local, state and federal laws regarding the discipline of SPED students.
- 2) **Corporal Punishment:** The School shall not use corporal punishment.
- 3) **Legal Costs:** The School shall defend and pay all costs of any legal action related to dismissal of students for disciplinary reasons.

J) English Language Learners

Students at the School who are English Language Learners (ELL) will be served by English for Speakers of Other Languages (ESOL) certified personnel who will follow the Sponsor's Limited English Proficiency Plan which is attached as Appendix J, as amended from time to time.

SECTION 4: FINANCIAL ACCOUNTABILITY

A) Revenue

1) Basis for funding

Students in the school shall be funded the same as students enrolled in other public schools. Funding shall be the sum of district operating funds from the Florida Education Finance Program (FEFP), including gross state and local funds, discretionary lottery funds, and discretionary operating millage funds divided by total district funded weighted full-time equivalent (WFTE) students times the weighted full-time equivalent students of the School. If eligible, the School shall also receive its proportionate share of categorical program funds included in the FEFP. Upon request, the School shall provide the Sponsor with documentation

that categorical funds received by the School were expended for purposes for which the categoricals were established by the Legislature.

a) Student Reporting

- i)** The School shall use the Sponsor's electronic data processing facility and procedures for the processing of student enrollment, attendance, FTE data collection, assessment information, IEP's, LEP plans, 504 plans and any other required individual student plan. The school shall schedule students for electronic processing of FTE in accordance with the Sponsor's electronic FTE procedures. Students must be reported for 300 minutes per day of instructional time. The hourly equivalent for Kindergarten through grade 3 is 720 instructional hours and 900 instructional hours for students in grades 4 through grade 12. Schools operating on a double-session calendar must be approved by the Florida Department of Education. Survey periods for Year-Round School Programs are the same as for the regular fiscal year. Year-round schools shall report the first 90 days of their regular 180-day school year in Survey 2 and the second 90 days of their regular 180-day school year in Survey 3, regardless of when the tracks are in session.
- ii)** The School shall maintain auditable records of student attendance and grades. Reporting timelines shall be aligned to the Sponsor's timelines.
- iii)** The Sponsor shall provide the School with appropriate access to the Sponsor's data processing facility. The School shall provide hardware and related infrastructure.
- iv)** The Sponsor shall provide training for the School's personnel in the use of designated District applications necessary to respond to the statutory requirements of §1008.345, F.S, including the annual report and the State/District required assessment program. The

Sponsor's support for this function will be provided at cost and will not exceed the administrative fee allowed by law. Access by the School to additional data processing applications, materials, or forms not required in the statute, but available through the Sponsor, may be negotiated separately by the parties.

- v) "Date Certain" is always the Friday of the FTE Survey week. Corrections to data submitted for FTE processing will only be accepted for 6 weeks after Date Certain. The School is responsible for correcting student schedule changes. Incomplete student or teacher course records shall result in a loss of FTE funding. The School shall reimburse the State for any errors, omissions, or misrepresentations if the School submits data relevant to FTE funding that is later determined to be inaccurate. The School shall reimburse the State for any errors, omissions or misrepresentations for which the School is responsible. In addition, if the Sponsor is fined or penalized for School errors, the School shall reimburse the Sponsor for the full amount. The Sponsor may withhold FTE until the School agrees to pay the amount in full or a payment plan, approved by the Sponsor. The Sponsor may also terminate the Contract.

b) Distribution of Funds Schedule

- i) The Sponsor shall calculate and submit twelve (12) monthly payments to the School. The first payment will be made by July 31. Subsequent payments will be made by the 15th of each month beginning with August 15.
- ii) The first payment shall include 75% of the projected annual allocation of instructional materials based on prior year membership, or based on enrollment as of June 30, in the case of a new school.
- iii) Payments may be adjusted for any amounts due the Sponsor for

services provided, expenditures incurred by the Sponsor on behalf of the School, and any fines or penalties levied against the Sponsor because of the School's errors during the current or previous year, as well as for administrative oversight.

- iv) Late payments are subject to interest at the rate of 1% per month calculated on a daily basis until paid.
- v) Payment shall not be made for students in excess of the School's enrollment capacity, the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, and Fire Permit (whichever is less) or this Contract. In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit an official letter from the local jurisdiction confirming facility capacity certification by the Registered Architect.
- vi) The Sponsor shall withhold monthly payments, without interest, if the School's Certificate of Occupancy, Certificate of Use or Fire Permit has expired or has otherwise become invalid, until such defect has been cured.
- vii) The Sponsor may initially calculate monthly distributions to the School for up to four (4) months based on the School's actual enrollment as of June 30, or until the results of the October Full-Time Equivalent (FTE) become available. The projected full-time equivalent student membership will be determined by the actual student enrollment at the School at the conclusion of the second week of student attendance. If enrollment at the end of the second week of student attendance is less than 90% of projected enrollment, future monthly distributions shall be proportionally reduced. Thereafter, the results of the official FTE student surveys will be used in adjusting the amount of FEFP funds distributed to the School.

- c) **Adjustments:** Total funding shall be recalculated during the school year to reflect actual WFTE students reported by the School during the FTE student survey periods. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature, resulting in unfunded WFTE for the district, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- d) **Holdback/Proration:** In the event of a state holdback or a proration which changes District funding, the School's funding will be adjusted proportionately. The Sponsor will not be responsible for any liabilities incurred by the School in the event of a state holdback.
- e) **Summer School Provision:** The School may choose to provide a summer school program using state allocated funds. All students attending a summer school session must be reported in FTE Survey 1 and Survey 4, as appropriated. If a student enrolled in the School attends any of the Sponsor's summer school programs, the School shall reimburse the Sponsor for the cost of each student's summer school program, as determined by the Sponsor. If the School fails to comply with this provision, the Sponsor may deduct the appropriate amount from the School's subsequent FTE or federal funding payments, as appropriate.

2) **Federal Funding**

The School elects **Option 2**.

- a) **Option 1:** The School will receive Title II, Title III, and IDEA funds through the provision of equitable services from the Sponsor.
- b) **Option 2:** The School will receive Title II, Title III, and IDEA funds on a reimbursement basis. The School shall (a) submit to the Sponsor an official governing board resolution or official governing board meeting minutes reflecting the School's election to receive federal funds pursuant to § 1002.33(17)(c), F.S.; (b) complete the applications required by the Sponsor for the use of funds in compliance with all applicable state rules and federal regulations, including but not limited to, the applicable federal

Office of Management and Budget Circulars, the federal Education Department General Administrative Regulations, and program-specific statutes, rules, and regulations; and (c) demonstrate that the School is prepared and able to pay for required services on a reimbursement basis so that services will be provided in a timely fashion and properly monitor the administration of federal funds in compliance with applicable rules and regulations. The Sponsor will notify the School of its status within thirty (30) days after receiving the application.

c) The School shall submit any changes to the option selected in writing to the Sponsor by March 1 through the Contract amendment process pursuant to School Board Policy 9800, *Charter Schools*.

d) **Title I**

i. A School's Title I eligibility determination is made by the Sponsor on an annual basis in accordance with the School's Free and Reduced Priced Lunch data. For purposes of determining Title I student eligibility, Title I funding shall only be provided for students entered into the M-DCPS Lunch Menu in the ISIS File with approved free or reduced-price meal benefit (the area that shows the student is eligible for free and reduced priced lunch) at an eligible school. Title I funds allocated to the School must be used to supplement students' greatest instructional needs in the core subject areas (Reading, Language Arts, Mathematics, and Science). Academic services funded with Title I must be identified by a comprehensive needs assessment of the entire School and shall be implemented in accordance with state and federal regulations.

ii. Upon Title I Program determination, a memorandum of record will be issued to the School's Governing Board Chairperson to advise the School regarding program participation and Title I budget development procedures for the upcoming school year. The School

shall complete the Charter Schools Title I Budget Appropriation Details Form using the Title I allocation within specified Title I Programs, as listed in the memorandum of record. The Title I Budget Appropriation Details Form must be completed, signed by the Governing Board Chairperson, and the original submitted to the Title I Administration Office by the date certain, as indicated on the memorandum of record. Once approved by Title I Administration, the budget form will be returned to the School for expenditures as authorized. Should the need arise for a Title I budget amendment, the School must resubmit the request on the approved Budget Appropriation Details Form 30 days in advance of the need, and await signed authorization by Title I Administration.

iii. Upon acceptance of Title I funds, the school shall be required to:

- 1) Maintain accurate and up to date personnel data in the ACES computer system in order for the District to demonstrate compliance with state and federal comparability requirements. Failure to properly maintain data in the ACES system may negatively impact the comparability analysis and jeopardize Title I funds for the school;
- 2) Make the necessary adjustments to staffing levels at the School, in accordance with the pupil-teacher ratio calculations required by the state and federal comparability mandates;
- 3) Provide the Sponsor copies of the signed and dated employment yearly contracts for all core subject areas and Art/Music/P.E. teachers for the School, upon request from the Sponsor;
- 4) Complete and submit to Title I Administration, by the

designated yearly deadline, the original M-DCPS Title I Administration School Assurance of Accountability and Compliance Document [FM-7346-CH Rev. (05-27-13)] validating authorized Title I budgetary expenditures for the school year; and

- 5) Spend at least one percent of the Title I funds allocated to the School in support of parental involvement activities.
- iv. The Sponsor's Title I staff will provide technical assistance and support to the School in order to ensure that Title I guidelines are being followed, and students are meeting high content and performance standards.
 - v. All Title I compliance documentation, including, but not limited to, Title I Accountability and Technical Assistance Team (A-TAT) School Site Compliance documents, agendas, schedules, minutes, time sheets, receipts, invoices, purchase orders, and employee and student rosters, must be maintained at the School for a minimum of five years as evidence as required by federal regulations.
 - vi. Any item, including equipment, purchased with Title I funds, classified as Capitalized (costing \$1,000 or higher) and/or Non-Capitalized (costing less than \$1,000) must be identified, labeled and made readily available for Title I property audits. The School shall maintain an inventory listing of items acquired with Title I funds (including P.O. number, date of purchase, serial number, description and, physical location of item) as part of the Property Section of the Title I Schoolwide Program, Schoolsite Compliance Packet.
 - vii. In order to comply with comparability requirements, charter schools shall ensure that all active employee information on the ACES system as required. Failure to comply with this requirement may result in a delay, or discontinuation, of monthly disbursements

of Title I funds to eligible charter schools.

e) **Federal Grants:** Any eligible student enrolled in the School shall be provided federal funds for the same level of service provided other eligible students in the schools operated by the Sponsor. When a grantor requires that the Sponsor serve as the fiscal agent for a grant, the School shall comply with the following procedures:

- i) prior to generating any paperwork to the funding agency, the School shall notify Charter School Support in writing of its intent to submit a grant application;
- ii) Charter School Support will forward the written request, along with the grant application guidelines, to Intergovernmental Affairs and Grants Administration (IAGA);
- iii) upon receipt of the written request, IAGA will prepare the grant application procedures packet and timeline for the School;
- iv) IAGA will process all application documents requiring the Superintendent's signature; and
- v) in accordance with the established timeline, the School will submit the final application and the appropriate copies to Charter School Support for submission to IAGA for transmittal to the funding agency.
- vi) In the event any grantor requires the Sponsor to monitor and/or review the School's expenditures pursuant to any grant the School receives, the School shall comply within a reasonable time with any and all additional reporting requirements or corrective action prescribed by the grantor or Sponsor. If it is determined that a reimbursement of grant funds is required due to an audit or other investigation, the School is solely responsible for making

the reimbursement.

- vii) In the event that the Sponsor must serve as fiscal agent, and indirect costs are an allowable expense of the grant, the School agrees that the Sponsor will be permitted to retain grant funds in an amount equal to the annually negotiated indirect cost rate as determined by the Florida Department of Education. Indirect costs shall be reflected in the budget of the grant application submitted by the School.
- viii) If the Sponsor develops a District-wide grant, the School may be included in the District proposal in accordance with the school eligibility requirements and grant guidelines within the Request for Proposals.
- ix) When grant proposals are developed by the Sponsor's staff using student or school counts that include the School's students, and the grant is awarded to the Sponsor, the pro-rata share of the dollars or services received from that grant shall be distributed to the School, if eligible, as defined in the budget developed for the grant.
- x) The District will advance cash to the grant recipient to cover its estimated disbursement needs for an initial period. All payments thereafter will be on a reimbursement basis only.

- f) **Other Funding Sources:** The School may secure funding from private institutions, corporations, businesses and/or individuals. Funding shall be properly accounted for and documented.

3) **Charter School Capital Outlay Funds**

- a) **Application:** The School shall follow FDOE procedures for submitting requests for capital outlay funding.
- b) **Distribution:** The Sponsor shall make timely and efficient capital outlay payment to the school upon receipt of all required supporting

documentation. The Sponsor shall not certify capital outlay plans or recommend awarding capital outlay if it cannot attest to the School's eligibility.

B) Administrative Fee

- 1) **Allowable Withholding:** The Sponsor shall withhold five percent (5%) of available funds for the first 250 students as defined in Fla. Stat. § 1002.33(20)(a) not including capital outlay funds, federal and state grants, or any other funds, unless otherwise explicitly limited by law.
 - a) **High Performing Charter School:** For high-performing charter schools, as defined in § 1002.331, F.S., the Sponsor may withhold a total administrative fee of up to 2 percent for enrollment up to and including 250 students per school.
- 2) **Capital Outlay:** If the School has a population of 251 or more students, the difference between the total administrative fee calculation and the amount of the administrative fee withheld may be used for capital outlay purposes specified by law. The Sponsor shall not withhold an administrative fee from capital outlay funds unless explicitly authorized by law.
- 3) **Sponsor Use of Administrative Fee:** The administrative fee retained by the Sponsor pursuant to this Contract includes, among other things, a fee for academic and financial monitoring required of the Sponsor by law. At any time, the Sponsor may request reports on school operations and student performance and the School shall provide the reports in a timely manner.
- 4) **Access to Optional Sponsor Services:** Access by the School to services not required by law, but available through the Sponsor, may be negotiated separately by the parties. The Sponsor is not obligated to provide any services not required by law.
- 5) **Provision of School Lunches:** The School shall be solely responsible for providing school lunches and complying with state and federal reporting requirements. The Sponsor shall provide services related to eligibility and reporting under the federal free and reduced lunch program.

C) **Restriction on Charging Tuition:** The school shall not charge tuition.

D) **Allowable Student Fees**

- 1) **Use of Student Fees:** The school shall not charge fees, except those fees normally charged by the Sponsor or as allowed by law. Fees collected must be allocated directly to, and spent only on, the activity or material for which the fee is charged.
- 2) **Fee Schedule:** At least 30 days prior to the beginning of each school year, the School shall provide the Sponsor with a comprehensive fee schedule for the school year. No funds shall be collected until the School has been given written approval from the Sponsor. Additional fees shall not be imposed without the notification and approval of the Sponsor.
- 3) **Student Fee Documentation:** The School shall maintain documentation supporting the collection of the Sponsor-approved fees and make them available for Sponsor review.
- 4) **Parent Donations:** The school may not require or determine the amount of monetary donations required of parents in lieu of volunteer hours or other parental obligations.

E) **Budget**

- 1) **Annual:** The School shall provide reasonable proof of the ability to fund the initial startup and the on-going operation of the School. By August 20 each year, the School's governing board shall provide to the Sponsor an updated annual budget for review, based upon enrollment projections (Appendix K) and, for the initial year of operation, a budget based upon minimum enrollment (F). Each budget shall include projected sources of revenue, both public and private, and planned expenditures covering the entire school year.
 - a) **Governing Board Approval:** The school's governing board shall adopt and maintain an annual balanced budget.
 - b) **Submission Date:** The school shall annually transmit to the Sponsor a copy of the school's adopted budget on or before August 20th.
- 2) **Amended Budget:** The School shall provide a copy of the amended budget to the Sponsor within ten (10) days of its approval by the School's governing board.

F) Financial Records, Reports and Monitoring

- 1) **Maintenance of Financial Records:** The School shall use the standard state codification of accounts as contained in the DOE's Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book), and/or may elect to follow Generally Accepted Accounting Standards for not-for-profit organizations, but must reformat this information for reporting, as a means of codifying all transactions pertaining to its operations. The accounting for federal, state and local funds shall be maintained according to existing guidelines, mandates, and practices, i.e., separate funds and bank accounts for federal, state, and local funds as required under applicable statutes. The School's financial activities and reports shall be subject to the Florida Department of Education (DOE) Technical Assistance Paper No. 2009-03, incorporated into this Contract as Appendix L, and state law, as well as any subsequently issued directives by the State and other applicable Governmental Accounting Standards.
- 2) **Financial and Program Cost Accounting and Reporting:** The school shall conduct an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida.
- 3) **Financial Reports**
 - a) **Financial Reports:** The school shall submit monthly financial statements in the form prescribed by the FDOE. Those charter schools designated as high performing by the Commissioner of Education shall submit quarterly financial statements within thirty (30) days of the end of each quarter.
 - b) **Annual Property Inventory:** The School shall submit to the Sponsor a cumulative listing of all property and equipment purchased by the school with public funds, i.e., FEFP, grant, and any other public-generated funds. The School shall also submit a separate cumulative listing of all property and equipment purchased with private funds. If a charter school shares a facility with another charter school, each school having a separate Master School Identification Number (MSID), must provide separate listings of all property and equipment purchased with public and private funds. These

lists shall include: (1) date of purchase; (2) item purchased; (3) cost of item; and (4) item location.

- c) **Program Cost Report:** The school shall provide the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standards in Florida by the date established by the Sponsor and/or State.
- d) **Annual Financial Audit:** The annual financial audit of the Corporation, required by § 218.39, F.S., and any legally authorized Special Purpose Statements requested and paid for by the School, shall be performed by a licensed Certified Public Accountant. The audit shall be performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.850, Rules of the Auditor General, State of Florida, incorporated into this Contract as Appendix M. The School shall provide the Sponsor with four (4) copies and one (1) electronic copy of the audit, and the School's responses to the findings, which shall be bound together in one complete report. In addition, two copies of the audit report must be submitted to the Auditor General within forty-five (45) days after delivery of the audit report to the School's governing body. The School shall provide the Sponsor with annual financial reports including a management letter, as of June 30 of each year for inclusion in the Sponsor's financial statements. These reports shall include a complete set of annual financial statements and accompanying notes, prepared in accordance with Generally Accepted Accounting principles and reflecting the revenue sources and expenditures by function and object in sufficient detail to allow for the Sponsor's analysis of the School's ability to meet financial obligations and timely repay debt. In addition, if the School is not part of a pre-existing non-profit organization or municipality, the School's financial activities shall be accounted for using the governmental accounting model applicable for state and local governments and their component units, as

per Government Accounting Standards Board (GASB) statement 34. The following timeline must be adhered to for submitting the School's financial reports:

UNAUDITED STATEMENTS: NO LATER THAN AUGUST 1 OF EACH YEAR.

AUDITED STATEMENTS: NO LATER THAN SEPTEMBER 1 OF EACH YEAR. No later than May 1 of each year, the Charter School shall formally notify the Sponsor of the name, address and phone number of the auditor engaged to perform the year end audit and documentation of the auditor's current peer review.

- e) **Grant Reporting:** The School shall submit Project Disbursement Reports for each grant to the Sponsor, supported by appropriate documents, including copies of invoices, timesheets, receipts, etc., to determine that grant funds are used and programs are operated in accordance with applicable federal and state statutes, rules, and regulations. All grant recipients will also be subject to scheduled site visits to review records and observe operations.
 - f) **Form 990 (if applicable):** The School will annually provide the Sponsor a copy of its Form 990, Return of Organization Exempt from Income Tax, and all schedules and attachments, within fifteen (15) days of filing with the IRS. If the IRS does not require Form 990 to be filed, the School will provide the Sponsor with written confirmation from the IRS of such non-requirement. The School shall also submit the most recent Form 990 whenever this contract is amended or renewed.
- 4) **School's Fiscal Year:** The School's fiscal year shall be from July 1 through June 30.
- 5) **Financial Recovery/Corrective Plan**
- a) If the School is found to be in a state of deteriorating financial condition or meets one or more of the conditions in §218.503, F.S., *Determination of Financial Emergency*, the School's governing board and the Sponsor shall

develop a corrective action plan and file the plan with the Commissioner of Education within 30 business days after notification is received in accordance with §1002.345, F.S. If the governing board and the sponsor are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement the approved plan. Failure on the part of the School to propose a good faith corrective plan shall constitute a material breach of this contract and may result in the Sponsor's withholding of subsequent payments to the School without penalty of interest until the breach is cured. The Sponsor may also terminate the contract.

b) As stated in §1002.345, F.S., the Sponsor may decide not to renew or may terminate a charter if the charter school or charter technical career center fails to correct the deficiencies noted in the corrective action plan within 1 year after being notified of the deficiencies or exhibits one or more financial emergency conditions specified in §218.503, F.S. for two (2) consecutive years.

6) **Submission Process:** The School shall submit all required financial statements to the Sponsor in the timeline and format prescribed by the Sponsor and/or state. Failure of the School to comply with the timely submission of all financial statements in the required format specified by the Sponsor and State shall constitute a material breach of this Contract. Where such breach continues after written notice from Sponsor, it may result in the Sponsor's withholding of subsequent payments to the School without penalty of interest until cured and/or termination of this Contract.

7) **Additional Monitoring:** The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary. The School shall be responsible for reimbursement of any unauthorized or misappropriated funds.

G) Financial Management of Schools

1) **Financial Management and Oversight Responsibilities:** The School shall

implement the financial management and oversight procedures, controls and methods as described in Sections 18 of Application: Financial Management and Oversight.

- 2) **Taxes and Bonds:** Pursuant to law, the School shall not levy taxes or issue bonds secured by tax revenue.
 - 3) **Additional Financial Requirements:** The Sponsor may require the School to comply with additional financial requirements mandated by the Florida Department of Education or the Sponsor.
 - 4) **Utilization of the Sponsor:** The School shall not suggest or represent to third parties, including, but not limited to, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals, that the Sponsor will guarantee payment for any purchases made or debts incurred by the School, nor shall the School represent that the Sponsor will guarantee payment for any loans secured by the School, or that the Sponsor will lend its good faith and credit in order for the School to obtain a loan or other forms of credit.
 - 5) **Bank Transfer Information:** The School shall submit a Bank information form providing all necessary bank account information and with an original signature of the current governing board chair of the school. The bank account must be in the same legal name of the school, and the bank information form must be signed by the active governing board chair of the school. The Sponsor shall not send payments to any entity other than the contracted entity in this contract, to a trust account, any account not held and completely controlled by the school, or any account that is part of any financing arrangement or debt security.
- H) **Description of Internal Audit Procedure:** The School shall implement the financial controls and audit procedure described in the School's governing laws and rules, the provisions of this Contract, and the School's approved application as described in Sections 18 of application: Financial Management and Oversight.

SECTION 5: FACILITIES

A) **Prior Notification**

- 1) **Deadline to Secure Facility:** The School shall provide the Sponsor with

documentation regarding the owned or leased facility where the School will operate. If the School owns the facility, the School shall provide the Sponsor with a copy of the recorded property deed showing ownership in the name of the School, and a current Opinion of Title for the parcel. If the School does not own the facility, the School shall provide the Sponsor with a fully executed lease or other legal document acceptable to the Sponsor evidencing the legal right to occupy the facility at least fifteen (15) calendar days before the initial opening day of classes, evidencing the legal right of the School to occupy and use the facility for educational purposes. If the School will be operating under a sub-lease, the School must also submit the Master Lease.

- 2) **Deadline to submit zoning approvals and Certificate of Occupancy:** The School shall obtain, for any owned or leased facility to be used to house the School, all permanent and temporary licenses, permits, use approval, facility certification, and any other approvals required by the local government or any other governmental bodies having jurisdiction by at least fifteen (15) calendar days prior to the opening day of classes, and shall maintain all permanent and temporary licenses, permits, use approval, facility certification, and any other approvals required by the local government or any other governmental bodies having jurisdiction. This contract shall be automatically rescinded with no further Sponsor action required if the School fails to obtain all permanent and temporary licenses, permits, use approval, facility certification, and any other approvals required by the local government or any other governmental bodies having jurisdiction by at least fifteen (15) calendar days prior to each opening day of classes.
- 3) **Government Inspections of Facility:** In the event the School receives a citation or notice of violation from a state, federal, or local jurisdictional entity regarding issues related to the health, wellbeing, and safety of students, staff or visitors within the facility, and requiring immediate or limited timeframes to remediate the outstanding issue(s), the School shall deliver to the Sponsor copies of all such notices within twenty-four (24) hours of receipt and an action plan to address and

mitigate the issues. For all other instances where the School receives a citation or notice of violation, the School shall deliver to the Sponsor copies of any and all facility inspections performed at any time by federal, state, or local governments or any other governmental bodies having jurisdiction within fourteen (14) calendar days of the date of the inspection, citation or notice of violation. Subsequent written proof of compliance with any violations arising from such inspection, citation or notice of violation, shall also be delivered to the Sponsor within seven (7) calendar days of receipt of written verification from the jurisdictional entity that all outstanding violations have been properly resolved.

- 4) **District Inspection of Facility:** The Sponsor may inspect the School facilities at any time during the school year to ensure compliance with all applicable state laws and building and zoning requirements and with the provisions of this Contract.

B) Compliance with Building and Zoning /Requirements

- 1) **Florida Building Code:** The School shall use facilities that comply with the Florida Building Code, pursuant to Chapter 553, except for State Requirements for Educational Facilities (SREF).
- 2) **Florida Fire Prevention Code:** The School shall use facilities that comply with the Florida Fire Prevention Code.
- 3) **Applicable Laws:** The School shall comply with all applicable laws, ordinances, and codes of federal, state, and local government, including the IDEA, the ADA, and section 504 of the Rehabilitation Act. The School shall obtain all necessary licenses, permits, zoning, use approval, facility certification, and other approvals required for use and continued occupancy of the facility as required by the local government or other governmental agencies, and copies of all such documents shall be provided to the Sponsor.
 - a) The School's operation shall be subject to necessary local government approvals including site plan approval pursuant to §1013.33, F.S., and if applicable, review of traffic studies/analysis. The School may also be required by the local government to provide amenities to ensure safe

access to children/pedestrians walking to the School. Zoning or other land use development orders approving the School use, if issued by the local government entity having jurisdiction over the area where the School property is located, shall satisfy the review requirements of §1013.33, F.S.

- b) The School shall be responsible for all costs for, or associated with, complying with local ordinances, securing licenses, permits, zoning, use approval, facility certification, and other approvals, including, but not limited to, application fees, advertising costs, surveyor costs, plan review fees, permit costs and licensing costs, traffic analyses/studies, and any other additional charges or surcharges by the local government or other governmental agencies.
- c) At all times, the School shall display a valid and current Certificate of Occupancy, and other certificates, permits, and licenses required by building and fire enforcement authorities, health and sanitation enforcement authorities and all other applicable enforcement agencies.
- d) If the School fails to maintain valid licenses, permits, use approval, facility certification, and any other approvals as required by the local government or any other governmental bodies having jurisdiction at any time during the term of this Contract, the Sponsor may, after providing proper notice to the School, withhold all subsequent payments to the School, without interest, until required permits, use approval, or facility certifications are obtained and/or may terminate this contract.

4) Capacity of Facilities

- a) The School shall not allow the enrollment at any time to exceed the number of students permitted by this Contract, zoning capacity, certificates of use and/or occupancy, applicable laws and regulations. Only where a municipality is unable to issue an official determination of allowable occupancy, the School may either (1) submit an official document from the municipality affirming that the municipality is unable to issue an official determination of allowable occupancy and deferring to a Registered

Architect to establish such allowable occupancy. In that event, the Architect may submit an original letter attesting to the allowable occupancy of the School, with said letter to bear the signature, seal, and license number of the Architect; or (2) submit an original letter from a Registered Architect attesting to the inability of the municipality to provide an official determination of allowable occupancy and referencing the Permit Number and/or other pertinent identifying information on the approved plans for the School (with said signed and sealed plans to be provided to the Sponsor), which must specifically and unambiguously delineate the maximum allowable occupancy of the School. *If the school is sharing a facility with another entity* – Somerset Academy Silver Palms (0332); Somerset High School (7042); and Somerset Academy Charter High School (South Campus) (7038). At no time will the combined total enrollment of all of the charters sharing any such facility exceed the CO and CU capacities of the facility. If the School moves out of a shared facility, the School must provide an audit of all equipment, educational materials, supplies, curriculum materials and other items purchased with federal grant funds and such items must be transferred to the School's new location.

- b) Any actions taken by the School to increase or decrease the allowable occupancy within the facility must be reported to the Sponsor, in writing, prior to any such action being finalized or becoming effective.
- 5) **Leased facilities:** If the School operates in leased facilities, the School shall present a fully executed lease agreement or other legal instrument, acceptable to the Sponsor, evidencing the legal right of the School to occupy and use the facility for an initial period of no less than one year. If the School will be leasing from a Sublessor, the School must also submit the Master Lease evidencing the legal authority of the Sublessor's right to lease the property to the School. If the lease agreement is for a period less than the term of the Contract, the School shall provide the Sponsor with a plan to ensure a facility for the duration of the

Contract. The lease or other legal instrument acceptable to the Sponsor and evidencing the legal right to occupy and use the facility shall be signed by the authorized member of the governing board or authorized officer, as attested by the official governing board meeting minutes and/or corporate bylaws. This authorization must be provided to the Sponsor at the time the lease is submitted. If applicable and in compliance with §196.1983, F.S., the School shall obtain from the landlord and provide to the Sponsor, an affidavit from the owner of the leased property certifying that the property is exempt from ad valorem taxes, and documenting how the school shall receive full benefit of the exemption. In compliance with §286.23, F.S, the School shall obtain from the landlord and provide to the Sponsor an affidavit from the owner of the leased property which shall include the required disclosure information.

- 6) **Emergencies:** In unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students/personnel, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this Contract.

C) Location

- 1) **School's Street Address:** The School will be located at 23255 S.W. 115th Avenue, Homestead, Florida 33032; Folio No. 30-6019-013-3545.
- 2) **Temporary Facility (if applicable):** The School will be housed at a temporary facility located at N/A from N/A to N/A. Thereafter, the School will be located at the address indicated in paragraph 1 above.
- 3) **Relocation:** The school shall not change or add facilities or locations or relocate students into non-permanent educational facilities (i.e. trailers, portable classrooms, etc.) at any time during the term of this Contract without prior approval of the Sponsor through the Contract amendment process. In all instances where the School intends to utilize non-permanent educational facilities, the School must first provide the Sponsor with appropriate documentation verifying compliance with local Building & Zoning requirements, as well as from any other

jurisdictional entities. If the site for placement of the non-permanent educational facilities is leased, the School must also provide written verification that the lease agreement permits the placement and operation of such units on the demised premises. Violation of this provision constitutes a unilateral amendment or modification of this Contract and good cause for termination.

4) **Additional Campuses or Facilities, if applicable.** N/A.

E) **Prohibition to Affix Religious Symbols:** The School shall not display any religious or partisan political symbols, statues, artifacts, etc., on or about the property and facilities where the School will operate.

SECTION 6: TRANSPORTATION

A) **School Responsibilities:** The School shall provide for transportation of the School's students consistent with the requirements of Chapter 1006, F.S. Any brochure, flyers or other multi-media and telecommunications information furnished/published by the School shall communicate that the School will provide transportation for eligible students and the manner in which it will be made available to the School's students. At the request of the parent, the School shall provide transportation pursuant to the McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11431, et. seq.) for each child of a homeless individual and each homeless youth. The School shall provide transportation for students with disabilities enrolled in the School if required by the student's IEP. The School may provide transportation through an agreement or contract with an approved private provider or parents.

B) **Reasonable Distance:** The School shall provide transportation for students beyond a reasonable distance from the School as provided by law.

C) **Compliance with Safety Requirements:** Private providers must be approved by the Sponsor and comply with all applicable state and Sponsor's vehicle inspection and driver certification requirements. The School shall monitor the status of the commercial drivers licenses of each school bus driver employed or hired by the School. If requested, the School will provide the Sponsor a current list of all School Bus Drivers, commercial driver's license numbers, current license status and license expiration dates.

D) **Fees:** The School may not charge a fee for transportation to which the student is entitled

pursuant to state law. The School shall reimburse parents for parent-provided transportation if the student is legally entitled to transportation to the School pursuant to section 1006.21 (Subpart I.E.) and the School does not provide the transportation, to the extent the School is reimbursed by the State in accordance with subsection F below. The School shall notify parents prior to enrollment and in all parent information that they may be eligible for transportation reimbursement.

- E) Private Transportation Agreement:** The School will provide the Sponsor the name of the private transportation provider and a copy of the signed transportation contract at least ten (10) working days prior to the opening day of classes.
- F) Reimbursement for School Provided Transportation:** The rate of reimbursement to the School will be equivalent to the reimbursement rate provided by the State for all eligible transported students within the school district.
- G) Failure to Comply:** Failure to comply with any local, state, or federal rule or regulation concerning school transportation shall constitute good cause for termination of this contract. Furthermore, the School shall promptly reimburse the Sponsor for any penalties incurred by the Sponsor as a result of the School's non-compliance. If the School submits data relevant to FTE funding that is later determined through an audit to be inaccurate, the School shall be responsible for any reimbursement to the State arising as a result of any errors or omissions for which the School is responsible. Any deficit incurred by the School shall be the sole responsibility of the School.

SECTION 7: INSURANCE AND INDEMNIFICATION

A) Indemnification of Sponsor

The School agrees to indemnify, defend with competent counsel, and hold the Sponsor, its members, officers, and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence of the School's employees, contractors, subcontractors, or other agents in connection with and arising out of their services within the scope of this Contract; (b) disciplinary action or the termination of a School employee; (c) the debts accrued by the School and/or non-payment of same; (d) the School's material breach of this Contract or violation of law; (e) any failure by the

School to pay its suppliers or any subcontractors; or (f) personal injury, property damage, or violations of civil rights that may arise out of or by reason of actions of the School and/or its employees, agents, and representatives. For purposes of tort liability, the governing board and employees are subject to the limits of Section 768.28, F.S.

- 1) **Indemnification for Professional Liability:** The duty to indemnify for professional liability as insured by the School Leaders Errors and Omissions Liability Policy described in this Contract will continue in full force and effect notwithstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions which occurred prior to termination. In no way shall the School Leader's Errors and Omissions Liability Policy's three (3) year limitation on post-termination claims of professional liability impair the Sponsor's claims to indemnification with respect to a claim for which the School is insured or for which the School should have been insured under Commercial General Liability Insurance. In addition, the School shall indemnify, defend, and protect and hold the Sponsor harmless against all claims and actions brought against the Sponsor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School.
- 2) **Notification of Third Party Claim, Demand, or Other Action:** The School shall notify the Sponsor of the existence of any third party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give the School a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School shall fail to undertake to defend, the Sponsor shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account and at the risk and expense of the School, which the School agrees to assume. The School or the Sponsor shall make available to each other, at their expense, such information and

assistance as each shall request in connection with the defense of a third-party claim.

- 3) **Indemnity Obligations:** The School's indemnity obligations under this provision and elsewhere in the Contract shall survive the expiration or termination of this Contract.

B) Indemnification of School

The Sponsor, to the extent sovereign immunity can be waived, agrees to indemnify, defend with competent counsel, and hold the School, its members, officers, and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence of the Sponsor's employees, contractors, subcontractors, or other agents in connection with and arising out of their services within the scope of this Contract; (b) disciplinary action or the termination of a Sponsor employee; (c) the debts accrued by the Sponsor and/or non-payment of same; (d) the Sponsor's material breach of this Contract or violation of law; (e) any failure by the Sponsor to pay its suppliers or any subcontractors; or (f) personal injury, property damage, or violations of civil rights that may arise out of, or by reason of actions of the Sponsor and/or its employees, agents, and representatives.

C) Acceptable Insurers

- 1) **Acceptable Insurance Providers:** Insurance providers must be authorized by subsisting certificates of authority by the Department of Financial Services of the State of Florida, or (II) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.
- 2) **Insurance Provider Compliance:** If, during this period when an insurer is providing the insurance as required by this Contract, an insurer fails to comply with the foregoing minimum requirements, as soon as the School has knowledge of any such failure the School shall immediately notify the Sponsor and promptly replace the insurance with insurance provided by another insurer meeting the

requirements. Such replacement insurance coverage must be obtained within twenty (20) days of cancellation or lapse of coverage.

- 3) **Minimum Insurance Requirements:** Without limiting any of the other obligations or liabilities of the School, the School shall, at the School's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Contract. Except as otherwise specified in this Contract, the insurance shall commence prior to the commencement of the opening of the School and shall be maintained in force, without interruption, until this Contract is terminated.

D) Commercial and General Liability Insurance

- 1) **Liabilities Required:** School's insurance shall cover the School for those sources of liability (including, without limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.
- 2) **Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$3 million annual aggregate.
- 3) **Deductible/Retention:** Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first-dollar basis without application of any deductible or self-insured retention.
- 4) **Occurrence/Claims:** The coverage for Property Damage Liability may be subject to a maximum deductible of \$1,000 per occurrence.
- 5) **Additional Insureds:** The School shall include the Sponsor and its members, officers, and employees as Additional Insured on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Sponsor as Additional Insured using the latest Additional Insured - Owners, Lessees or

Contractors (Form B) Endorsement (ISO Form CG 20 10). The certificate of insurance shall be clearly marked to reflect "The Sponsor (The School Board of Miami-Dade County, Florida), its members, officers, employees, and agents as Additional Insured."

E) Automobile Liability Insurance

- 1) **Coverage:** The School's insurance shall cover the School for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned, and hired autos used in connection with this Contract.
- 2) **Occurrence/Claims and Minimum Limits:** The minimum limits to be maintained by the School (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence, and if subject to an annual aggregate, \$3 million annual aggregate.

F) Workers' Compensation/Employers' Liability Insurance

- 1) **Coverage:** The School's insurance shall cover the School (and to the extent its subcontractors and its sub-subcontractors are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.
- 2) **Minimum Limits:** Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation

Policy shall be: EL Each Accident: \$500,000; EL Disease-Policy Limit: \$500,000;
EL Disease-Each Employee: \$500,000.

G) School Leader's Errors and Omissions Liability Insurance

- 1) **Form of coverage:** The School shall provide School Leader's Errors and Omissions Liability Insurance shall be on a form acceptable to the Sponsor and shall cover the School for those sources of liability typically insured by School Leader's Errors and Omissions Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Contract, including all provisions of indemnification, which are part of this Contract.
- 2) **Coverage Limits:** The minimum limits to be maintained by the School inclusive of any amounts provided by an umbrella or excess policy, shall be \$1 million per claim/annual aggregate.
- 3) **Occurrence/Claims:** The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract.

H) Property Insurance

- 1) **Structure Requirements:** If the School is the owner and/or has a mortgage on the school site location, the School shall furnish on a form acceptable to the Sponsor, Property Insurance for the "Building" which is to include the structure as described in this Contract, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.
- 2) **Additional Requirements:** In addition, the School shall provide evidence of business personal property coverage to include furniture, fixtures, equipment, and machinery used in the School.
- 3) **Business Personal Property Insurance:** If the School leases the site location,

then the School shall provide on a form acceptable to the Sponsor no later than thirty (30) calendar days prior to the opening of school, evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

D) Applicable to All Coverage

- 1) **Other Coverage:** The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees or agents, shall be in excess of the insurance provided by or on behalf of the School.
- 2) **Deductibles/Retention:** Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
- 3) **Liability and Remedies:** Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.
- 4) **Subcontractors:** The school shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
- 5) **Default Upon Non-Compliance:** Failure to comply with this section or to maintain the requisite insurance coverage shall constitute a material breach of this Contract and constitute good cause for termination.

SECTION 8: GOVERNANCE

- A) Public or Private Employer:** The School shall be a private employer. If the School elects to be a public employer, the School may participate in the Florida Retirement System upon application and approval as a "covered group" under Fla. Stat. § 121.021(34). If a charter school participates in the Florida Retirement System, the charter school employees shall be compulsory members of the Florida Retirement System. Teachers and other staff on approved charter school leave from the Sponsor will be

considered employees of the School and will not be covered by the contract between the United Teachers of Dade (UTD) and M-DCPS.

B) Governing Board Responsibilities

- 1) **Non-Profit Status:** The School shall organize and be operated by a stand-alone, Florida non-membership, nonprofit corporation, pursuant to Chapter 617 Fla. Stat., at all times throughout the term of this Contract. A limited liability corporation does not qualify as a non-profit organization for purposes of this Contract. If the School has been granted tax-exempt status, the School shall provide the Sponsor with a copy of correspondence from the Internal Revenue Service (IRS) granting tax-exempt status as a section 501(c)(3) organization. The School also will annually provide the Sponsor a copy of its Form 990, Return of Organization Exempt from Income Tax, and all schedules and attachments, within fifteen (15) days of filing with the IRS. If the IRS does not require Form 990 to be filed, the School will provide the Sponsor with written confirmation from the IRS of such non-requirement. Notwithstanding anything set forth in this Contract, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.
- 2) **Organizational Plan:** The School shall implement the organizational plan as described in Sections 9 and 10 of the application.
- 3) **Organizational Composition:** As stated in the By-Laws and the Articles of Incorporation (Appendices N and O, respectively), the Corporation shall be a non-membership organization, and a board of directors shall manage its activities and affairs. Voting shall control the Corporation, and only directors shall vote. The officers shall consist of a president, a vice president, a treasurer, and a secretary or as otherwise stated in the articles of bylaws of the Corporation. The Corporation's board of directors shall, according to their by-laws, initially select the governing board of the School. Members of the board of directors may serve on the governing board. Material violation of the provisions in the by-laws shall be good cause for non-renewal or termination.
- 4) **School Operations:** The School's governing board shall be solely responsible for

the operation of the school and exercise continuing oversight over the School's operations. The School's governing board will define and refine policies regarding educational philosophy, and oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

- 5) **Accountability:** The School's governing board shall be accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as required by law.
- 6) **School Policy and Decision Making:** The School's governing board, in consultation with School staff, shall be responsible for all policy decision making of the School, including creating/adjusting the curriculum and developing and adopting an annual budget.
- 7) **School Employee Supervision:** The teachers, support staff, and contractual staff will be directly supervised by the Principal.
- 8) **Educational Excellence School Advisory Council:** The School shall establish an Educational Excellence School Advisory Council (EESAC) pursuant to state law. The School shall establish EESAC by-laws; define the membership; develop election procedures; and post all meeting agendas and minutes pursuant to § 286.011, F.S. Notices of all EESAC meetings must be posted at the School, at the location of the meeting, and at the M-DCPS Citizen Information Center at least five (5) days prior to the meeting. Additionally, all bylaws and minutes must be posted using the M-DCPS website and adhere to timelines established by the Sponsor and EESAC bylaws.
- 9) **Continuity of School Governance:** Continuity between the organizing group and the governing board may be maintained in the following ways:
 - a) organizing group members may serve as board members for staggered terms;
 - b) organizing group members who are not on the governing board and not on the Corporation's Board of Directors, may serve on the EESAC.
- 10) **School Fiscal Agent:** The governing board shall be the fiscal agent for the School and shall be involved from the inception in administrative functions, pursuant to

such rules and policies as are developed by the governing board consistent with the standards for other public schools.

- 11) **Eligible Members of the Governing Body:** No employee of the School may be a member of the governing body.
- 12) **Governing Board Compensation:** No member of the School's governing board shall receive compensation, directly or indirectly, from the School's operations, including but not limited to grant funds. Violation of this provision shall constitute a material breach of the Contract and good cause for termination.
- 13) **Student/Parent Contract:** The School agrees to submit any Student/Parent contracts to the Sponsor for approval. Any amendments to or changes in the Student/Parent contracts shall be submitted in advance to the Sponsor for approval. The School shall not use the the language in these contracts to discriminate, involuntarily withdraw or dismiss the student without due process and as required by the Code of Student Conduct, or create a financial burden or any other barrier to enrollment or re-enrollment. At a minimum, all communication to parents, including Parent Contracts, shall be provided in English, Spanish and Haitian-Creole, as appropriate. Attached, as P, is the Student/Parent contract. Violation constitutes good cause for termination of the Contract.
- 14) **Governing Board Reporting:** The Governing Board shall periodically report the School's academic progress to all stakeholders.
- 15) **Governance Training:** Pursuant to state law, the School's governing board members shall participate in charter school governance training facilitated by an approved Florida Department of Education vendor.
- 16) **Employment of Relatives:** The School and its employees shall comply with state law prohibiting the appointment, employment, promotion, or advancement, or the advocacy for appointment, employment, promotion, or advancement in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control of an individual who is a relative as defined in § 1002.33(24)(a)2. F.S.

- C) **Public Records:** The School shall comply with Ch. 119, F.S., (the Public Records Act), and all other applicable statutes pertaining to public records.
- D) **Reasonable Access to Records by Sponsor:** The School shall provide the Sponsor access to public records, at no cost, related to the governing board. Failure to provide such access will constitute a material breach of this Contract and good cause for termination.
- E) **Sunshine Law:** The School's governing board meetings shall take place locally and in a physical location and facility that is easily accessible to the School's parents, students and employees, be publicized in advance to the school community and be open to the public pursuant to §286.011, F.S., (the Sunshine Law): Parents/guardians shall be encouraged to attend. Notification shall be available in languages other than English, where appropriate, e.g., Spanish, and Haitian-Creole. Notices of all governing board meetings must be posted at the School, at the location of the meeting, on the School's website, and at the M-DCPS Citizen Information Center at least five (5) days prior to the meeting. The Sponsor will post announcements filed with the Citizen Information Center on the M-DCPS website on a timely basis.
- F) **Reasonable Notice of Governing Board Meetings**
- 1) **Notice of Governing Board Meetings:** The governing board shall publish on the School's website a schedule of all governing board meetings for the school year including the date, time and location of meetings. By July 15 annually, the school shall provide the Sponsor the annual schedule of governing board meetings. The school shall provide reasonable notice to the sponsor of any changes or cancellation of scheduled meetings.
 - 2) **Governing Board Meeting Requirements:** For those schools that are in their first year of operation or who have been declared to be in a state of financial emergency, and/or who have been designated as a school grade of D or F in any two consecutive or two of any three years, the governing board shall meet at least monthly. The governing boards for schools that do not meet any of the above criteria shall meet no less than four times per year. The school's governing board must hold at least two public meetings per school year in the school district. The

meetings must be noticed, open, and accessible to the public and attendees must be provided the opportunity to receive information and provide input regarding the School's operations. The appointed parent representative and charter school principal or director, or his or her equivalent, must be physically present at each meeting.

G) Identification of Governing Board Members

- 1) **Parent Membership:** The School's governing board shall be diverse and include a parent member, with full membership rights. The parent member must be a parent of a student enrolled in the school. Board members shall possess special skills, talents, and expertise that will support the educational and moral development of the School's students.
- 2) **Parental Involvement Designee:** The School's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes.
 - a) The representative must reside in the Miami-Dade school district.
 - b) The representative may be a governing board member, charter school employee, or individual contracted to represent the governing board.
 - c) If the governing board oversees multiple charter schools in the same school district, the governing board must appoint a separate individual representative for each charter school in the district.
 - d) The representative's contact information must be provided annually in writing to the Sponsor and parents and posted prominently on the School's website if a website is maintained by the School.
- 3) **Governing Board Member Eligibility and Clearance:** The School's governing board members shall be fingerprinted by the Sponsor prior to the approval of the School's Contract. Board members appointed to the governing board after the approval of the School's Contract must be fingerprinted within thirty (30) days of their appointment. The cost of fingerprinting shall be borne by the School or the governing board member. The governing board agrees to dismiss governing board members whose fingerprint check results reveal non-compliance with

standards of good moral character. Any change in governing board membership must be reported to the Sponsor in writing within 48 hours of the change. Any violation of this provision will result in the withholding of FTE payments, without interest, with notice to the School, until the violation is cured and constitutes good cause for termination.

- H) Website:** The School shall maintain a website that provides information about the School's academic performance and state accountability grades(s), the names of the governing board members, school programs, the management company and/or service providers associated with the School, the School's annual budget and annual independent fiscal audit, and, on a quarterly basis, the minutes of governing board meetings.

SECTION 9: EDUCATION SERVICE PROVIDER

A) Education Service Provider Agreement

1) School Use of ESP Services

- a) The contract between the School and the education service provider/management company (ESP) shall require that the ESP operate the School in accordance with the terms stipulated in this Contract and all applicable laws, ordinances, rules, and regulations. The contract between the School and the ESP shall allow the School the ability to terminate the contract with the ESP.
- b) Neither employees of the ESP nor members of the management company's employees' families, §1002.33(24)(b)2, F.S., shall serve on the School's governing board or as officers of the Corporation.
- c) The School Leader shall be employed by the School and evaluated by the School's governing board. The School Leader shall not own, operate, or serve as an officer of the management company that serves the School.
- d) The contract between the ESP and the School's governing board shall ensure that an "arms-length," performance-based relationship exists between the governing board and the ESP.
- e) The contract between the School and the management company shall require that the management company disclose to the School and the

Sponsor, any affiliations with individuals or entities (e.g. lessors, vendors, consultants, etc.) doing business with the School.

- f) The contract shall obligate the School to pay the ESP a reasonable, specific fee for services.
 - g) Any default or breach of the terms of this Contract by the management company shall constitute a default or breach by the School under the terms of the Contract between the School and Sponsor.
- 2) **Submission of ESP Agreement:** The contract between the management company and the School shall be submitted to the Sponsor prior to the approval of the School's Contract, or at the time an ESP is contracted.
 - 3) **Amendments to ESP contract:** All proposed amendments to the contract between the management company and the School shall be submitted in advance to the Sponsor for review. A copy of the amended management agreement shall be provided to the Sponsor within five (5) days of execution.
 - 4) **ESP Contract Amendments:** If the School and the ESP amend their contract in a manner that results in a material change to the charter, this Contract will require modification through the contract amendment process.
 - 5) **Change of ESP:** If the School changes ESP companies, Contract modification may be required.

SECTION 10: HUMAN RESOURCES

- A) **Hiring Practices:** The School shall implement the plan, policies and procedures including how the School will determine whether any potential employees are related to ESP owners or employees or to governing board members, as described in Section 12 of the application: Human Resources. The School shall hire its own employees, and shall submit to the Sponsor annual written strategies the School will use to recruit, hire, train, and retain qualified staff. The School agrees that its employment practices shall be nonsectarian.
- 1) **Reporting Staffing Changes:** The School shall provide the Sponsor with the names and social security numbers of all applicants prior to the commencement of employment. The School shall provide the Sponsor copies of monthly payroll

rosters as directed. The payroll rosters shall indicate the payroll period, hire date of employee, the number of days that each individual was paid for, and the daily rate of each salary or the total amount paid to each individual during that period. Failure to provide this information in a timely manner where such failure continues after written notice from the Sponsor may result in withholding of FTE payments until the information is provided and shall constitute a breach of this Contract and good cause to terminate the Contract. The parties agree that the School will use the Sponsor's specifically-designed charter school employee management system and procedures for processing staff information. The Sponsor shall provide appropriate training to School personnel on the use of the electronic reporting facility.

- 2) **Non-Discriminatory Employment Practices:** The governing board shall provide equal opportunity in employment, in accordance with Title VII and the Sponsor's antidiscrimination rules and policies.
- 3) **Teacher Certification and Highly Qualified:** All instructional staff, including substitutes and paraprofessionals, employed by or under contract to the School shall be certified as required by Ch. 1012, F.S., and shall meet all requirements for highly qualified instructional personnel as defined by NCLB. The School may employ or contract with skilled selected non-certified personnel to provide instructional services or to assist instructional staff members as education paraprofessionals in the same manner as defined in Chapter 1012. Staff resumes/biographies shall be available to parents/guardians and community members upon request. The School shall provide continuing professional development programs for its teachers.
 - a) The School shall not employ an individual for instructional services if the individual's certification or licensure as an educator is suspended or revoked by this or any other state. The School shall monitor teacher certification and ensure that teachers maintain their certification current at all times. Temporary instructors employed by the School must have a current substitute teaching certificate issued by the Sponsor.

- b) The School shall not employ an individual who has resigned in lieu of disciplinary action or who has been dismissed by any school district.
- c) For blended-learning programs, instructional personnel may be employees of the charter school or may be contracted to provide instructional services. At a minimum, the instructional personnel must hold state certification as required by §1012.55, F.S., or school district adjunct certification under §1012.57, F.S., for the subject area of the blended learning course.
- d) The School shall comply with §§ 1003.03, 1012.22(1)(a), 1012.335, and 1012.34, F.S., relating to employee contracts, compensation and salary schedules, workforce reductions and performance evaluations. The School shall not enter into a contract with an employee that exceeds the term of this contract or include payment acceleration clauses based upon notification of non-renewal or termination.

4) **Fingerprinting and Background Screening**

- a) Pursuant to §§1012.32(2)(a), 1002.33(12)(a), 1012.465, 1012.56, and 435.04, F.S., the School shall fingerprint for level 2 screening of all applicants, for instructional and non-instructional positions, that the School is interested in employing. Additionally, the School agrees that each of its employees, representatives, agents, subcontractors, education service providers, or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as required.
- b) The Sponsor shall perform the processing of each applicant's fingerprints. The School or the applicant shall bear any and all costs associated with the required fingerprinting and level 2 background screening.
- c) The School shall not hire School employees prior to the Sponsor's receipt and review of the fingerprinting and level 2 background screening results of the charter school applicants from the Florida Department of Law

Enforcement and the Federal Bureau of Investigation. Potential School employees shall submit official court dispositions for criminal offenses of moral turpitude listed as part of their fingerprint results. The School shall not hire applicants whose fingerprint check and level 2 screening results reveal non-compliance with standards of good moral character. Noncompliance may result in withholding of FTE payments, without interest, and shall constitute good cause to terminate this contract.

- d) The School shall conduct general drug screening on all applicants for instructional and non-instructional positions, including contracted personnel, pursuant to the Sponsor's School Board Policy 1124, *Drug-Free Workplace*, and the Miami-Dade County Public Schools' Drug-Free Workplace General Policy Statement (Appendix Q). A negative drug screening result shall be a requirement and prerequisite for employment. The cost of drug screening shall be borne by the School or the applicant.

B) Employment Practices

- 1) **Statutory Prohibition and Required Disclosure regarding Hiring of Relatives:** The School and its employees shall comply with state law prohibiting the employment of relatives which prohibits the appointment, employment, promotion, or advancement, or the advocacy for appointment, employment, promotion, or advancement in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control of an individual who is a relative.
- 2) **Self-Reporting of Arrests:** The School shall require all instructional employees who hold Department of Education teaching certificates to self-report within 48 hours to appropriate authorities, including the School's Administration or Governing Board, any arrest and final dispositions of such arrest other than minor traffic violations.
- 3) **Standards of Behavior:** The School shall prohibit employees from bringing firearms onto School property. The School shall be responsible for the investigation and discipline of any School employee who may be in violation of

this prohibition.

- 4) **Code of Ethics:** The School shall require that its employees abide by the Florida Code of Ethics of the Education Profession in Florida, and Principles of Professional Conduct for the Education Profession in Florida (Appendix R). The School shall be responsible for the investigation and discipline of any School employee who violates this prohibition.
- 5) **Personnel Policy:** The School shall comply with its policy for selecting and employing personnel (Appendix S).
- 6) **Collective Bargaining:** School employees shall have the option to bargain collectively and may collectively bargain as a separate unit or as part of the existing School District collective bargaining unit as determined by the structure of the School.
- 7) **Immigration Status:** The School shall employ only individuals legally authorized to work in the United States pursuant to federal immigration laws and USCIS regulations.
- 8) **Employee Discipline:** The School shall discipline its employees pursuant to state law and rules and any applicable federal laws. The School shall apply thorough, consistent, and even-handed procedures in disciplinary actions. Terminated employees are entitled to receive compensation for the time they have been employed.
- 9) **Employee Evaluation:** The School shall annually evaluate all instructional employees pursuant to state law.

C) **Sponsor Training of School's Employees**

1) **Participation and Cost for Training Activities**

- a) **Participation in federally funded training:** The Sponsor shall provide federally funded professional development activities to school employees at no cost to the School.
- b) **Participation in non-federally funded training:** The Sponsor shall provide professional development activities to school employees on a space available basis. The School shall pay all additional costs associated

with such activities and the same rates and reimbursement calculations currently charged to the sponsor.

SECTION 11: REQUIRED REPORTS/DOCUMENTS

The School shall provide all required reports and documents as specified in Appendix T. The Sponsor may require the School to provide additional reports and/or documents if necessary.

SECTION 12: MISCELLANEOUS PROVISIONS

- A) **Impossibility:** Neither party shall be considered in default of this Contract if the performance of any section or all of this Contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without extraordinary expense.
- B) **Notice of Claim**
- 1) **Time to Submit:** At least thirty (30) days prior to the initial opening day of classes, the School shall furnish the Sponsor with fully completed Certificate(s) of Insurance signed by an authorized representative of the insurer(s) providing all required coverage.
 - 2) **Notification of Cancellation:** The School shall notify the Sponsor in writing of cancellation of insurance within ten (10) days of the cancellation.
 - 3) **Renewal/Replacement:** Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance.
- C) **Drug-Free Workplace:** The School shall be a drug-free workplace.
- D) **Entire Agreement:** This Contract shall constitute the full, entire, and complete agreement between the parties. All prior representations, understandings, and agreements whether written or oral are superseded and replaced by this Contract. This Contract may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing. Any substantial amendment to this Contract

shall require approval of the School Board.

- E) **No Assignment:** This Contract shall not be assigned by either party. The School may, without the consent of the Sponsor, enter into contracts for services with an individual or group of individuals organized as a partnership or cooperative so long as the School remains ultimately responsible for those services as set forth in this Contract.
- F) **No Waiver:** No waiver of any provision of this Contract shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract shall not be construed as a waiver or relinquishment of the term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Contract shall be deemed to have been made by either party unless in writing and signed by the parties.
- G) **Default:** Non-compliance with any of the terms and conditions of this Contract shall constitute good cause for termination.
- H) **Survival Including Post-Termination:** All representations and warranties made in this contract shall survive termination of this contract.
- I) **Severability:** If any provision or any section of this Contract is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any section of any other provision of this Contract and all remaining provisions shall continue in full force and effect
- J) **Third Party Beneficiary:** This Contract is not intended to create any rights of a third party beneficiary. This clause shall not be construed, however, as contrary to any statutory or constitutional right possessed by a member of the community, a student, or parent/guardian of a student of the School.
- K) **Choice of Laws:** This Contract is made and entered into in the State of Florida and shall be interpreted according to the laws of Florida, with venue in Miami-Dade County. The parties mutually agree that the language and all parts of this Contract shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the parties.
- L) **Notice:** Every notice, approval, consent or other communication authorized or required

by this Contract shall not be effective unless it is in writing and sent postage prepaid by United States mail, directed to the other party at the address provided or such other address as either party may designate in writing from time to time:

Somerset Academy, Inc.
Governing Board Chairperson
6340 Sunset Drive
Miami, Florida 33143

Somerset Preparatory Academy at Silver Palms
Principal/School Director
23255 S.W. 115th Avenue
Homestead, Florida 33032

The School Board of Miami-Dade County, Florida
Attn.: Superintendent
1450 N.E. 2nd Avenue, Suite 931
Miami, FL 33132-1308

And copies of all Notices to:

Clerk of the School Board
1450 N.E. 2nd Avenue, Suite 268B
Miami, FL 33132-1308

M) Authority: Each of the persons executing this Contract represent and warrant that they have the full power and authority to execute the Contract on behalf of the party for whom he or she signs and that he or she enters into this Contract of his or her own free will and accord and with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney. The School and the Sponsor both represent that they have been represented in connection with the negotiation and execution of this Contract and they are satisfied with the representation.

N) Conflict/Dispute Resolution

1) Contractual Conflicts: If a conflict arises out of the terms, construction, or rights or obligations contained in this Contract, the Sponsor or the School may either use

the Dispute Resolution Procedure contemplated within Appendix U, or pursuant to Fla. Stat. § 1002.33(6)(h). This provision does not apply to non-renewals or terminations.

- 2) **School Stakeholder Conflicts:** All conflicts between the School and the parents/legal guardians of the students enrolled at the School shall be handled by the School or its governing board. Evidence of each parent's/guardian's acknowledgement of the School's Parent Conflict Resolution Process shall be available for review upon request by the Sponsor.
 - 3) **Contractual Priority:** In the event of any conflict between the provisions of this Contract and any Appendix, this Contract shall prevail.
- O) **Citations:** All citations of legal authority and School Board Policy 9800, *Charter Schools*, shall refer to those in effect when this contract is executed, as amended from time to time. Citations to all other School Board Policies shall refer to the policy in effect at the time this Contract is approved unless the parties agree to subsequent amendments.
- P) **Headings:** Headings in the Contract are for convenience and reference only and in no way define, limit, or describe the scope of the Contract and shall not be considered in the interpretation of the Contract or any provision hereof.
- Q) **M-DCPS Police:** MDCPS School Police may accompany District officials in executing the Sponsor's monitoring responsibilities and other official business.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

ATTEST:

SOMERSET ACADEMY, INC., on behalf of
SOMERSET PREPARATORY ACADEMY AT SILVER PALMS

By:  8/18/15
Signature of Secretary Date

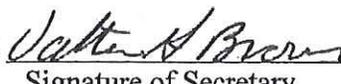
By:  8/19/15
Signature of Board Chair Date

Name: Ana C. Diaz
Secretary

Name: David Concepcion
Board Chair

ATTEST:

THE SCHOOL BOARD OF MIAMI - DADE COUNTY, FLORIDA

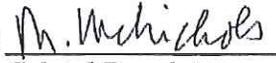
By:  8/28/15
Signature of Secretary Date
Mrs. Valtena G. Brown
Designee

By:  8/31/15
Signature of Board Chair Date

Name: _____
Secretary

Name: Perla Tabares Hantman
Board Chair

Approved as to Form and Legal Sufficiency:

By:  8/6/15
School Board Attorney Date

Name: Melinda L. Michichols
School Board Attorney



Detail by Entity Name

Florida Not For Profit Corporation

SOMERSET ACADEMY, INC.

Filing Information

Document Number	N97000002553
FEI/EIN Number	31-1569428
Date Filed	05/05/1997
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/18/2000

Principal Address

20801 JOHNSON STREET
PEMBROKE PINES, FL 33029

Changed: 04/26/2006

Mailing Address

6340 SUNSET DRIVE
MIAMI, FL 33143

Changed: 05/20/2010

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 04/27/2015

Address Changed: 04/27/2015

Officer/Director Detail

Name & Address

Title VC, Director

ISLA, LOURDES
20801 JOHNSON STREET
PEMBROKE PINES, FL 33029

Title Director, Chairman

CONCEPCION, DAVID
20801 JOHNSON STREET
PEMBROKE PINES, FL 33029

Title Director, Secretary

DIAZ, ANA
20801 JOHNSON STREET
PEMBROKE PINES, FL 33029

Title VC, Director

MARIN, LOUIS
20801 JOHNSON STREET
PEMBROKE PINES, FL 33029

Title Director

OZUNA, GEORGE
20801 JOHNSON STREET
PEMBROKE PINES, FL 33029

Title Director

MORALES, TONY
20801 JOHNSON STREET
PEMBROKE PINES, FL 33029

Title Director

MARTINEZ, RAUL
20801 JOHNSON STREET
PEMBROKE PINES, FL 33029

Title President

MONTERO, BERNIE
20801 JOHNSON STREET
PEMBROKE PINES, FL 33029

Title Director

ESQUIJAROSA, JENNIFER
 20801 JOHNSON STREET
 PEMBROKE PINES, FL 33029

Title VP

RUIZ, SUZETTE
 20801 JOHNSON STREET
 PEMBROKE PINES, FL 33029

Title VP

RUIZ, SUZETTE
 20801 JOHNSON STREET
 PEMBROKE PINES, FL 33029

Annual Reports

Report Year	Filed Date
2014	04/30/2014
2014	09/19/2014
2015	04/27/2015

Document Images

<u>04/27/2015 -- ANNUAL REPORT</u>	View image in PDF format
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04/21/2004 -- ANNUAL REPORT	View image in PDF format		
04/16/2004 -- Off/Dir Resignation	View image in PDF format		
04/15/2004 -- REINSTATEMENT	View image in PDF format		
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03/05/2002 -- ANNUAL REPORT	View image in PDF format		
11/20/2001 -- Off/Dir Resignation	View image in PDF format		
02/03/2001 -- ANNUAL REPORT	View image in PDF format		
10/18/2000 -- REINSTATEMENT	View image in PDF format		
03/02/2000 -- Name Change	View image in PDF format		
02/03/1999 -- REINSTATEMENT	View image in PDF format		

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State of Florida, Department of State

Security Monitor, Lillie C. Evans K-8 Center, 25 workdays, effective August 20, 2015; (n) Ms. Paula A. Good, Assistant Principal, Madie Ives Elementary School, 15 workdays, effective August 13, 2015; (o) Mr. Kentish D. Harvey, Custodian, Miami Northwestern Senior High School, 10 calendar days, effective June 18, 2015; (p) Ms. Janet P. Olivera, Principal, Sweetwater Elementary School, 30 workdays, effective June 18, 2015; (q) Mr. Gregory Mingo, Senior Network Analyst, Data Security & Technical Service, 3 workdays, effective June 18, 2015; (r) Mr. Angel R. Herrera, Teacher, Miami Killian Senior High School, 3 workdays, effective August 31, 2015; and (2) disciplinary action, pending the outcome of an administrative hearing or grievance/arbitration proceeding, if requested, in the following manner: (a) Mr. Woody B. Tillman, Custodian, Miami Jackson Senior High School, suspension without pay and initiation of dismissal proceedings, effective June 18, 2015.

117,586	<u>D-65</u>	APPROVED	Seventeen charter school contract renewals and four amended charter school contracts, as delineated in the Official Agenda item; and a reduction-in-force/layoff as needed.
117,587	<u>D-67</u>	RECEIVED	The report of the auctions of surplus/obsolete equipment and vehicles.
117,588	<u>D-68</u>	APPROVED	The out-of-country field trip to Greece for the students at G. Holmes Braddock Senior High School.
117,589	<u>D-69</u>	APPROVED	The renaming of Allapattah Middle School to Georgia Jones-Ayers Middle School.
117,590	<u>D-70</u>	AUTHORIZED	Request to accept a donation, in an amount not to exceed \$250,000.00, from <i>The Miami HEAT</i> to continue operating an after-school academic program entitled <i>The HEAT Academy</i> , at Paul Laurence Dunbar K-8 Center, Jesse J. McCrary, Jr., and Riverside Elementary schools during the 2015-2016 school year.
117,591	<u>E-1</u>	RECEIVED	The Monthly Financial Report for the period ending April 2015.
117,592	<u>E-14</u>	AUTHORIZED	The FY 2014-15 fiscal year budget, as amended, to be used as a continuation budget for FY 2015-16, effective July 1, 2015, until such time as the FY 2015-16 tentative budget becomes official.
117,593	<u>E-66</u>	AUTHORIZED	Request to issue a Request for Qualifications (RFQ) # 14-058-ND for Risk Management and Insurance Broker Services; and approved the composition of the Ad-Hoc Committee.
117,594	<u>E-67</u>	CONFIRMED/ AUTHORIZED	The Student Accident Insurance coverage and its renewal, pursuant to the terms of Request For Proposals (RFP) #032-MM10, Student

Valtena G. Brown, Deputy Superintendent/Chief Operating Officer
School Operations

SUBJECT: REQUEST SCHOOL BOARD APPROVAL OF SEVENTEEN CHARTER SCHOOL RENEWALS AND FOUR AMENDED CHARTER SCHOOL CONTRACTS

COMMITTEE: PERSONNEL SERVICES AND STUDENT AND SCHOOL SUPPORT

LINK TO STRATEGIC FRAMEWORK: STUDENT, PARENT, AND COMMUNITY ENGAGEMENT

CHARTER SCHOOL RENEWALS

Section 1002.33(7)(b), F. S., states that a charter may be renewed provided that a program review demonstrates that the significant components of the charter application have been successfully accomplished and that none of the following grounds for nonrenewal/termination have been established: (1) failure to participate in the state's education accountability system or failure to meet the requirements for student performance stated in the charter; (2) Failure to meet generally accepted standards of fiscal management; (3) violation of law; or (4) other good cause. Pursuant to School Board Policy 9800, Charter Schools, seventeen (17) charter school contract renewals are presented in this board item.

Pursuant to section 1002.33(8), non-renewals require at least 90 days written notice to the Sponsor and pursuant to School Board Policy, may be appealed through a hearing conducted by an administrative law judge assigned by the Division of Administrative Hearings. The renewal recommendations are as follows:

	Type of Renewal	Name of School	Legal Entity	Committee Recommendation	Supporting Documentation
1.	5-Year Renewal	ASPIRA Leadership & College Preparatory Academy	ASPIRA of Florida, Inc.	Approval	Attachment A
2.	15-Year Renewal *	Ben Gamla Charter School <i>(High Performing)</i>	The National Ben Gamla Charter School Foundation, Inc.	Approval	
3.	15-year Renewal*	Doral Performing Arts & Entertainment Academy <i>(High Performing)</i>	The Doral Academy, Inc.	Approval	
4.	10-year Renewal / School Name change	Early Beginnings Civic Center (SPED Center)	United Cerebral Palsy of South Florida Charter School, Inc.	Approval	
5.	5-Year Renewal	Keys Gate Charter High School	Renaissance Charter School, Inc.	Approval	
6.	5-Year Renewal *	Mater Academy East Middle School	Mater Academy, Inc.	Approval	
7.	5-Year Renewal/ Enrollment Increase	Mater Grove Academy		Approval	
8.	5-Year Renewal/ Charter Consolidation	Mater Academy (Miami Beach)		Approval	
9.	15-Year Renewal*	Mater Performing Arts & Entertainment Academy <i>(High Performing)</i>		Approval	

Table 1: Charter Contract Renewals					
Type of Renewal	Name of School	Legal Entity	Committee Recommendation	Supporting Documentation	
10.	15-Year Renewal*/ Enrollment Increase	Pinecrest Cove Academy <i>(High Performing)</i>	Pinecrest Academy, Inc.	Approval	Attachment A
11.	15-Year Renewal*/ Charter Consolidation	Pinecrest Academy (North Campus) <i>(High Performing)</i>	Pinecrest Academy, Inc.	Approval	
12.	15-Year Renewal*	Renaissance Middle Charter School <i>(High Performing)</i>	Renaissance Charter School, Inc.	Approval	
13.	5-year Renewal/ Grade Levels Configuration	Somerset Oaks Academy	Somerset Academy, Inc.	Approval	
14.	15-Year Renewal*	Somerset Academy at Silver Palms <i>(High Performing)</i>		Approval	
15.	5-Year Renewal	Somerset Academy Charter High School (South Homestead)		Approval	
16.	5-year Renewal/ Location	Sports Leadership Academy of Miami (SLAM) Charter High School	Sports Leadership & Management Foundation, Inc.	Approval	
17.	5-year Renewal	Stellar Leadership Academy	Stellar Leadership Academy, Inc.	Approval	

* Pursuant to s.1002.33, "high performing" is a designation, made by the Commission of Education for certain charter schools that allows them to increase enrollment, expand grade levels, submit quarterly rather than monthly financial reports, consolidate charters, and/or modify charter term up to 15 years.

AMENDED CHARTER SCHOOL CONTRACTS

Section 1002.33(7), F. S., states that the major issues involved in the operation of charter schools be considered in advance and written into a charter school contract between the charter school and the School Board following a public meeting. Pursuant to School Board Policy 9800, *Charter Schools*, four (4) amended contracts are presented in this board item. The recommendations are as follows:

Table 2: Charter Contract Amendments					
Type of Amendment	Name of School	Legal Entity	Committee Recommendation	Supporting Documentation	
1.	Conditional Term Extension	Mater Brickell Preparatory Academy	Mater Academy, Inc.	Approval	Attachment B
2.	Campus Relocation	Miami Arts Charter School <i>(High Performing)</i>	Miami Arts, Inc.	Approval	
3.	Charter Consolidation*	Pinecrest Academy (South Campus) <i>(High Performing)</i>	Pinecrest Academy, Inc.	Approval	
4.	Relocation	South Florida Autism Charter School	South Florida Autism Charter School, Inc.	Approval	

* Pursuant to s.1002.33, "high performing" is a designation, made by the Commission of Education for certain charter schools that allows them to increase enrollment, expand grade levels, submit quarterly rather than monthly financial reports, consolidate charters, and/or modify charter term up to 15 years.

Any significant increase in charter school student enrollment (Charter FTE) directly impacts the District's operating budget as well as instructional and non-instructional staffing levels. Only two (2) charter school contracts presented in this Board item represent an increase in overall charter school enrollment. To ensure that the District's financial position remains positive, Board authorization is requested to allow a Reduction-in-Force/Layoff only if it becomes necessary. Any such Reduction-in-Force/Layoff affecting instructional and non-instructional staff would be implemented in accordance with School Board policies and

applicable collective bargaining agreements. The number of position reductions will not exceed the stated Initial Loss included in this item and will be re-evaluated and adjusted in subsequent years to reflect changes in FTE. The impact caused by each contract is further illustrated in Attachment A.

District Impact	Initial Loss		Initial Loss - Human Capital			
	Total FEFP Revenue (\$)	Projected Charter FTE (#)	Instructional Positions		Non-Instructional Positions	Total Positions
			Core ¹	Non-Core ²		
Renewal (1) [2015-2016 SY]	\$909,750	150	7	2	6	15
Renewal (1) [2016-2017 SY]	\$909,750	150	7	2	6	15
TOTAL INITIAL LOSS:	\$1,819,500	300	14	4	12	30

Copies of the renewals and amendment documents have been transmitted to the School Board Members under separate cover and will be available for inspection by the public in the Office of Board Recording Secretary, Room 924, and in the Citizen Information Center, Room 158, 1450 N.E. Second Avenue, Miami, Florida 33132.

RECOMMENDED: That The School Board of Miami-Dade County, Florida:

1. Approve seventeen (17) charter school contract renewals with:
 - a. ASPIRA of Florida, Inc., on behalf of ASPIRA Leadership & College Preparatory Academy, for a 5-year term, commencing with the 2015-2016 school year, and ending on June 30, 2020;
 - b. The National Ben Gamla Charter School Foundation, Inc., on behalf of Ben Gamla Charter School, under Section 1002.331(2)(e), F.S., **High-Performing Charter Schools**, for a 15-year term, commencing with the 2015-2016 school year, and ending on June 30, 2030;
 - c. The Doral Academy, Inc., on behalf of Doral Performing Arts & Entertainment Academy, under Section 1002.331(2)(e), F.S., **High-Performing Charter Schools**, for a 15-year term, commencing with the 2015-2016 school year and ending on June 30, 2030;
 - d. United Cerebral Palsy of South Florida Charter School, Inc., on behalf of Early Beginnings Civic Center, (i.) for a 10-year term, (ii.) change the school's name from Early Beginnings Civic Center to Early Beginnings Academy, and (iii.) adjust the school's schedule, commencing with the 2015-2016 school year and ending on June 30, 2025;

¹ Core includes: elementary education, language arts/reading, mathematics, science, and social science.

² Non-Core includes: electives and all other subject areas and programs.

- e. Renaissance Charter School, Inc., on behalf of Keys Gate Charter High School, for a 5-year term, commencing with the 2015-2016 school year, and ending on June 30, 2020;
- f. Mater Academy, Inc., on behalf of Mater Academy East Middle School, for a 5-year term, commencing with the ~~2015-2016 school year and ending on June 30, 2020;~~ :
- g. Mater Academy, Inc., on behalf of Mater Grove Academy, (i.) for a 5-year term, commencing with the 2015-2016 school year and ending on June 30, 2020; and (ii.) increase student enrollment as follows: (a) 2016-2017 SY, a maximum of 1,100 students; (b) 2017-2018 SY, a maximum of 1,300 students; and (c) 2018-2020 SY, a maximum of 1,400 students;
- h. Mater Academy, Inc., on behalf of Mater Academy (Miami Beach), (i.) for a 5-year term, commencing with the 2015-2016 school year and ending on June 30, 2020; and (ii.) to consolidate the charter with Mater Academy High School (Miami Beach) – WL7025 into one charter servicing Kindergarten through grade nine;
- i. Mater Academy, Inc., on behalf of Mater Performing Arts & Entertainment Academy, under Section 1002.331(2)(e), F.S., **High-Performing Charter Schools**, for a 15-year term, commencing with the 2015-2016 school year and ending on June 30, 2030;
- j. Pinecrest Academy, Inc., on behalf of Pinecrest Cove Academy, (i.) under Section 1002.331(2)(e), F.S., **High-Performing Charter Schools**, for a 15-year term; and (ii.) increase student enrollment from 900 students to a maximum of 1,100 students, commencing with the 2015-2016 school year and ending on June 30, 2030;
- k. Pinecrest Academy, Inc., on behalf of Pinecrest Academy (North Campus), (i.) under Section 1002.331(2)(e), F.S., **High-Performing Charter Schools**, for a 15-year term, commencing with the 2015-2016 school year and ending on June 30, 2030; and (ii.) to consolidate the charter with Pinecrest Academy Middle School (North Campus) – WL6003 into one charter servicing Kindergarten through grade eight;
- l. Renaissance Charter School, Inc., on behalf of Renaissance Middle Charter School, under Section 1002.331(2)(e), F.S., **High-Performing Charter Schools**, for a 15-year term, commencing with the 2015-2016 school year and ending on June 30, 2030;

- m. Somerset Academy, Inc., on behalf of Somerset Oaks Academy, (i.) for a 5-year term; and (ii.) increase the grade levels from Kindergarten through grade six to Kindergarten through grade eight, commencing with the 2015-2016 school year and ending on June 30, 2020;
 - n. Somerset Academy, Inc., on behalf of Somerset Academy at Silver Palms, under Section 1002.331(2)(e), F.S., **High-Performing Charter Schools**, for a 15-year term, commencing with the 2015-2016 school year and ending on June 30, 2030;
 - o. Somerset Academy, Inc., on behalf of Somerset Academy Charter High School (South Homestead), for a 5-year term, commencing with the 2015-2016 school year and ending on June 30, 2020;
 - p. Sports Leadership & Management Foundation, Inc., on behalf of Sports Leadership Academy of Miami Charter High School, (i.) for a 5-year term; and (ii.) add a facility located in the intersection of N.W. 5th Street and N.W. 12th Avenue, Miami, Florida 33136 (Folio Nos.: 01-4102-005-6410, 01-4102-005-6420, 01-4102-005-6200, 01-4102-005-6210, 01-4102-005-6230 and 01-4102-005-6390), commencing with the 2015-2016 school year and ending on June 30, 2020; and
 - q. Stellar Leadership Academy, Inc., on behalf of Stellar Leadership Academy, for a 5-year term, commencing with the 2015-2016 school year and ending on June 30, 2020.
2. Approve four (4) amended charter school contracts with:
- a. Mater Academy, Inc., on behalf of Mater Brickell Preparatory Academy, to (i.) extend the original contract for a 2-year term, commencing with the 2015-2016 school year and ending on June 30, 2017; and (ii.) temporarily remain at the current facility located at 2805 S.W. 32nd Avenue, Miami, Florida 33133 (Folio No. 01-4116-036-0010);
 - b. Miami Arts, Inc., on behalf of Miami Arts Charter School, to add a permanent facility located at 95 N.W. 23rd Street, Miami, Florida 33127 (Folio No. 01-3125-037-0360), commencing with the 2015-2016 school year and ending on June 30, 2024; and (ii.) temporarily remain at their current facility located at 3900 Biscayne Boulevard, Miami, Florida 33137 (Folio No. 01-3219-026-0010), until completion of the permanent site;

- c. Pinecrest Academy, Inc., on behalf of Pinecrest Academy (South Campus), to consolidate the charter with Pinecrest Palms Academy – WL4634 into one charter servicing grades Kindergarten through grade five, commencing with the 2015-2016 school year; and
 - d. South Florida Autism Charter School, Inc., on behalf of South Florida Autism Charter School, to change the school's location to a facility located at 18305 N.W. 75th Place, Hialeah, Florida 33015; Folio No. 30-2011-077-2550, subject to approval of a lease by the School Board, commencing with the 2015-2016 school year and ending on June 30, 2019.
3. Approve a Reduction-in-Force/Layoff as needed, only to the extent described in this item as Total Initial Loss, in accordance with School Board policies and applicable collective bargaining agreements.

VGB:eig
Attachments

**School Board Agenda Item D-65
ATTACHMENT A**

RENEWALS:

1. ASPIRA Leadership & College Preparatory Academy
2. Ben Gamla Charter School*
3. Doral Performing Arts & Entertainment Academy*
4. Early Beginnings Civic Center
5. Keys Gate Charter High School
6. Mater Academy East Middle School
7. Mater Grove Academy
8. Mater Academy (Miami Beach)
9. Mater Performing Arts & Entertainment Academy*
10. Pinecrest Cove Academy*
11. Pinecrest Academy (North Campus)*
12. Renaissance Middle*
13. Somerset Oaks Academy
14. Somerset Academy at Silver Palms*
15. Somerset ACHS (South Homestead)
16. SLAM Charter High School
17. Stellar Leadership Academy

* Denotes "high performing" charter schools.

(1)(2)(3)	(4)(5)	(6)	(7)		(8)	(10)	(11)
Name of School	School Location Impacted Traditional Schools	Term Initial Exp.	Grade Levels Initial/Current Year Maximum Capacity	Enrollment	2014 School Grade/ Rating	Special Provisions and/or Requested Action(s)	DISTRICT IMPACT 2015-16 SY Revenue (\$) Positions Instr. Non-Instr.
RENEWALS							
ASPIRA Leadership & College Preparatory Academy ESP: ASPIRA of Florida, Inc. Feeder Pattern: Homestead SH ARC recommended approval on December 18, 2014. CRC recommended approval on April 22, 2015.	13330 S.W. 288 Street Homestead, FL 33033	5 years	K-8	315		Approval of the third renewal to the charter school contract for a 5-year term, commencing with the 2015-2016 school year, and ending on June 30, 2020. Contract is inclusive of the development and implementation of an Academic Corrective Action Plan for additional support of SPED students.	N/A – No increase in FTE.
	Air Base ES Mandarin Lks K-8 Campbell Dr K-8 FL City ES Leisure City K-8 L. C. Saunders ES Coconut Palm K-8 Gateway Env. K-8 I. & B. Peskoe K-8 Campbell Dr MS	2010/2015	K-8	504	B		

(1)(2)(3)	(4)(5)	(6)	(7)		(8)	(10)	(11)
Name of School	School Location	Term	Grade Levels	Enrollment	2014 School Grade/Rating	Special Provisions and/or Requested Action(s)	DISTRICT IMPACT 2015-16 SY
	Impacted Traditional Schools	Initial/Exp.	Initial/Current Year	Maximum Capacity			Revenue (\$)/ Positions
							Instr. Non-Instr.
Ben Gamla Charter School (High Performing) ESP: Academica Dade, LLC Feeder Pattern: Miami Killian SH ARC recommended approval on December 3, 2014. <i>No CRC required, as per School Board Policy 9800, Charter Schools.</i>	11155 S.W. 112 Avenue Miami, FL 33176	5 years	K-8	248	A	Approval of the first renewal to the charter school contract, under Section 1002.331(2)(e), F.S., High-Performing Charter Schools , for a 15-year term, commencing with the 2015-2016 school year, and ending on June 30, 2030.	N/A – No increase in FTE.
	Colonial Dr. ES Devon Aire K-8 Gloria Floyd ES Kendale ES Kenwood K-8 Ctr. Leewood K-8 Ctr. W.Lehman ES Snapper Ck ES Sunset Park ES. Arvida MS Glades MS	2010/2015	K-8	900			
Doral Performing Arts & Entertainment Academy (High Performing) ESP: Academica Dade, LLC Feeder Pattern: R. W. Reagan/Doral SH ARC recommended approval on December 12, 2014. CRC recommended approval on May 27, 2015.	11100 N.W. 27 Street Miami, FL 33172	10 years	9-12	375	A	Approval of the first renewal to the charter school contract, under Section 1002.331(2)(e), F.S., High-Performing Charter Schools , for a 15-year term, commencing with the 2015-2016 school year and ending on June 30, 2030.	N/A – No increase in FTE.
	Eugenia B. Thomas K-8 Ctr.	2005/2015	9-12	403			
	Dr. Rolando Espinosa K-8 Ctr. John I. Smith K-8 Ctr.						

(1)(2)(3)	(4)(5)	(6)	(7)	(8)	(9)	(10)	(11)	
Name of School	School Location	Term Initial/Exp.	Grade Levels	Enrollment Initial/Current Year Maximum Capacity	2014 School Grade/Rating	Special Provisions and/or Requested Action(s)	DISTRICT IMPACT 2015-16 SY	
	Impacted Traditional Schools						Revenue (\$) Positions	Non-Inst.
Early Beginnings Civic Center ESP: UCP of South Florida Charter Schools, Inc. Feeder Pattern(s): Miami Jackson SH (Permanent 1) Miami Central SH (Permanent 2) ARC recommended approval on December 3, 2014. CRC recommended approval on May 27, 2015.	Campus 1: 1411 N.W. 14 Avenue Miami, FL 33125	5 years	PreK-2 ESE only	139	NR (Special Ed. Center)	Approval of the second renewal to the charter school contract, (i.) for a 10-year term; (ii.) change the school's name from Early Beginnings Civic Center to Early Beginnings Academy; and (iii.) adjust the school's schedule, commencing with the 2015-2016 school year and ending on June 30, 2025.	N/A – No increase in FTE.	
	N/A – countywide SPED Center							
	Campus 2: 985 N.W. 91 Street Miami, FL 33150	2010/2015	PreK-2 ESE Only	210				
	N/A – countywide SPED Center							
Keys Gate Charter High School ESP: Charter Schools USA Feeder Pattern: Homestead SH (All 3 Locations) ARC recommended approval on December 16, 2014. CRC recommended approval on May 22, 2015.	2000 S.E. 28 Avenue Homestead, FL 33035	5 years	9-12	1,129	C	Approval of the first renewal to the charter school contract for a 5-year term, commencing with the 2015-2016 school year and ending on June 30, 2020. Contract is inclusive of the development and implementation of an Operational Corrective Action Plan for security and school safety.	N/A – No increase in FTE.	
	Homestead SH							
	2325 & 2355 S.E. 28 Avenue Homestead, FL 33035	2010/2015	9-12	1,200				
	Homestead SH							
Mater Academy East Middle School ESP: Academica Dade, LLC Feeder Pattern: B. T. Washington SH ARC recommended approval on January 23, 2015. <i>No CRC required, as per School Board Policy 9800, Charter Schools.</i>	998 S.W. First Street Miami, FL 33130	10 years	6-9	329	C	Approval of the first renewal to the charter school contract, for a 5-year term, commencing with the 2015-2016 school year and ending on June 30, 2020.	N/A – No increase in FTE.	
	Jose De Diego Ms LEO Memorial HS YMPA YWPA iPrep BTW HS	2005/2015	6-9	672				

(1)(2)(3)	(4)(5)	(6)	(7)	(8)	(9)	(10)	(11)	
Name of School	School Location	Term	Grade Levels	Enrollment	2014 School Grade/Rating	Special Provisions and/or Requested Action(s)	DISTRICT IMPACT 2016-17 SY	
	Impacted Traditional Schools	Initial/Exp.	Initial/Current Year	Maximum Capacity			Revenue (\$)/Positions	Instr.
Mater Grove Academy ESP: Academica Dade, LLC Feeder Pattern: Coral Gables SH ARC recommended approval on January 28, 2015. CRC recommended approval on May 15, 2015.	2805 S.W. 32 Avenue Miami, FL 33133	5 years	K-8	182	A	Approval of the first renewal to the charter school contract, (i.) for a 5-year term, commencing with the 2015-2016 school year and ending on June 30, 2020; and (ii.) increase student enrollment as follows: (a) 2016-2017 SY: a maximum of 1,100 students; (b) 2017-2018 SY: a maximum of 1,300 students; and (c) 2018-2030 SY: a maximum of 1,400 students.	\$909,750	
	Auburndale ES G. W. Carver ES C. Grove ES C. Gables K-8 Fairlawn ES H. M. Flagler ES K. Biscayne K-8 Kinloch Park ES S. Bluff ES Sunset ES F. S. Tucker ES H. S. West Lab. G. W. Carver MS Kinloch Park MS P. de Leon MS	2010/2015	K-8	900			9	6
Mater Academy (Miami Beach) ESP: Academica Dade, LLC Feeder Pattern(s): Miami Beach SH ARC recommended approval on January 23, 2015. CRC recommended approval on May 15, 2015.	8625 Byron Avenue Miami Beach, FL 33141	5 years	K-8	526	B	Approval of the first renewal to the charter school contract, (i.) for a 5-year term, commencing with the 2015-2016 school year and ending on June 30, 2020; and (ii.) to consolidate the charter with Mater AHS (Miami Beach) - WL7025 into one charter servicing Kindergarten through grade nine only.	N/A - No increase in FTE.	
	R. K. Broad/B. Harbor K-8 Biscayne ES F./Fisher K-8 N. Beach ES S. Pointe ES T. Island ES Nautilus MS	2010/2015	K-8	790				

(1)(2)(3)	(4)(5)	(6)	(7)	(8)	(10)	(11)		
Name of School	School Location	Term	Grade Levels	Enrollment	2014 School Grade/Rating	Special Provisions and/or Requested Action(s)	DISTRICT IMPACT 2015-16 SY	
	Impacted Traditional Schools	Initial Exp	Initial/Current Year	Maximum Capacity			Revenue (\$)	Positions
							Instr.	Non-Instr.
Mater Performing Arts & Entertainment Academy (High Performing) ESP: Academica Dade, LLC Feeder Pattern: Hialeah Gardens SHS ARC recommended approval on January 28, 2015. <i>No CRC required, as per School Board Policy 9800, Charter Schools.</i>	7901 N.W. 103 Street Hialeah Gardens, FL 33016	10 years	9-12	331	A	Approval of the first renewal to the charter school contract, under Section 1002.331(2)(e), F.S., High-Performing Charter Schools , for a 15-year term, commencing with the 2015-2016 school year and ending on June 30, 2030.	N/A - No increase in FTE.	
	Hialeah Gardens SHS	2005/2015	9-12	403				
Pincrest Cove Academy (High-Performing) ESP: Academica Dade, LLC Feeder Pattern: Southwest Miami SH ARC recommended approval on December 3, 2014. CRC recommended approval on May 15, 2015.	4101 & 4301 S.W. 107 Avenue Miami, Florida 33165	5 years	K-8	703	A	Approval of the first renewal to the charter school contract, (i.) under Section 1002.331(2)(e), F.S., High-Performing Charter Schools , for a 15-year term; and (ii.) increase student enrollment from 900 students to a maximum of 1,100 students, commencing with the 2015-2016 school year and ending on June 30, 2030.	\$909,750	
	Blue Lakes ES Cypress ES W. Matthews ES O. Heights ES R. Palm ES Dr. C. J. Finlay ES Tropical ES Rivera MS	2010/2015	K-8	900				

(1)/(2)(3)	(4)(5)	(6)	(7)		(8)	(10)	(11)
Name of School	School Location Impacted Traditional Schools	Term Initial/Exp.	Grade Levels Initial/Current Year Maximum Capacity	Enrollment	2014 School Grade/Rating	Special Provisions and/or Requested Action(s)	DISTRICT IMPACT 2015-16 SY Revenue (\$)/ Positions Instr. Non-Instr.
Pinecrest Academy (North Campus) (High-Performing) ESP: Academica Dade, LLC Feeder Pattern: Miami Coral Park SH ARC recommended approval on January 12, 2015. CRC recommended approval on May 15, 2015.	10207 W. Flagler Street Miami, FL 33174	5 years	K-5	431	A	Approval of the first renewal to the charter school contract, (i.) under Section 1002.331(2)(e), F.S., High-Performing Charter Schools, for a 15-year term, commencing with the 2015-2016 school year and ending on June 30, 2030; and (ii.) to consolidate the charter with Pinecrest AMS (North Campus) – WL6003 into one charter servicing Kindergarten through grade eight.	N/A – No increase in FTE.
	Banyan ES Coral Park ES Everglades K-8 C. R. Hadley ES Rockway ES Seminole ES E.W.F. Stirup ES Sweetwater ES	2010/2015	K-5	566			
Renaissance Middle Charter School (High-Performing) ESP: Charter Schools USA Feeder Pattern: R. W. Reagan/Doral SH ARC recommended approval on December 16, 2014. CRC recommended approval on May 22, 2015.	8360 N.W. 33 Street Doral, FL 33122	10 years	6-8	435	A	Approval of the first renewal to the charter school contract under Section 1002.331(2)(e), F.S., High-Performing Charter Schools, for a 15-year term, commencing with the 2015-2016 school year and ending on June 30, 2030.	N/A – No increase in FTE.
	E.B. Thomas K-8						
	Dr. R. Espinosa K-8 J. I. Smith K-8	2005/2015	6-8	500			

(1)(2)(3) Name of School	(4)(5) School Location Impacted Traditional Schools	(6) Term Initial Exp.	(7) Grade Levels Initial/Current Year Maximum Capacity	(8) Enrollment	(9) 2014 School Grade/Rating	(10) Special Provisions and/or Requested Action(s)	(11) DISTRICT IMPACT 2015-16 SY Revenue (S) Positions Instr. Non-Instr.
Somerset Oaks Academy ESP: Academica Dade, LLC Feeder Pattern(s): South Dade SH ARC recommended approval on January 21, 2015. CRC recommended approval on May 8, 2015.	1000 Old Dixie Highway Homestead, FL 33030	5 years	K-6	287	NG	Approval of the first renewal to the charter school contract (i.) for a 5-year term; and (ii.) increase the grade levels from Kindergarten through grade six to Kindergarten through grade eight, commencing with the 2015-2016 school year and ending on June 30, 2020.	N/A – No increase in FTE.
	Avocado ES W.A. Chapman Redland ES Redondo ES W. Homestead ES S. Dade MS Homestead Ms Redland MS	2010/2015	K-6	900			
Somerset Academy at Silver Palms (High Performing) ESP: Academica Dade, LLC Feeder Pattern(s): M. Southridge SH ARC recommended approval on January 21, 2015. <i>No CRC required, as per School Board Policy 9800, Charter Schools.</i>	23255 S.W. 115 Avenue Homestead, FL 33032	5 years	K-8	664	A	Approval of the first renewal to the charter school contract, under Section 1002.331(2)(e), F.S., High-Performing Charter Schools, for a 15-year term, commencing with the 2015-2016 school year and ending on June 30, 2030.	N/A – No increase in FTE.
	Bel-Aire ES Goulds ES Caribbean ES Cutler Ridge ES J.D. Gordon ES Gulfstream ES M. Heights ES Pine Lake ES Pine Villa ES S. M. Heights ES Whispering P. ES Dr. E. L. W. ES C. Bay AAS – Centennial C. Bay AAS–Cutler Ridge R. Heights MS	2010/2015	K-8	900			

(1)(2)(3)	(4)(5)	(6)	(7)	(8)	(10)	(11)	
Name of School	School Location Impacted Traditional Schools	Term Initial/Exp.	Grade Levels Initial/Current Year Maximum Capacity	Enrollment	2014 School Grade/Rating	Special Provisions and/or Requested Action(s)	DISTRICT IMPACT 2015-16 SY Revenue (\$)/Positions Instr. Non-Instr.
Somerset Academy Charter High School (South Homestead) ESP: Academica Dade, LLC Feeder Pattern(s): South Dade SH ARC recommended approval on January 21, 2015. No CRC required, as per School Board Policy 9800, Charter Schools.	305 N.E. Second Road Homestead, FL 33030	5 years	9-12	110	C	Approval of the first renewal to the charter school contract for a 5-year term, commencing with the 2015-2016 school year and ending on June 30, 2020.	N/A – No increase in FTE.
	South Dade SH	2010/2015	9-12	450			
Sports Leadership Academy of Miami Charter High School ESP: Academica Dade, LLC Feeder Pattern: B.T.W. SH ARC recommended approval on January 28, 2015. CRC recommended approval on May 27, 2015.	<u>Current:</u> 604 N.W. 12 Avenue Miami, FL 33136	5 years	9-12	386	C	Approval of the first renewal to the charter school contract, (i.) for a 5-year term; and (ii.) add a facility located at the adjacent intersection of N.W. 5 th Street and N.W. 12 th Avenue, Miami, Florida 33136 (Folio Nos. 01-4102-005-6410, 01-4102-005-6420, 01-4102-005-6200, 01-4102-005-6210, 01-4102-005-6230 and 01-4102-005-6390), commencing with the 2015-2016 school year and ending on June 30, 2020	N/A – No increase in FTE.
	LEO Memorial HS Y. Women's PA Y. Men's PA iPrep B.T.W. SH						
	<u>Proposed:</u> Intersection of N.W. 5 th Street and N.W. 12 th Avenue Miami, FL 33136 LEO Memorial HS Y. Women's PA Y. Men's PA iPrep B.T.W. SH	2010/2015	9-12	1,000			

(1)(2)	(3)(4)	(5)	(6)	(7)	(8)	(9)	(10)
Name of School	School Location Impacted Traditional Schools	Term Initial Exp.	Grade Levels Initial/Current Year Maximum Capacity	Enrollment	2017 School Grade Rating	Special Provisions and/or Requested Action(s)	DISTRICT IMPACT Revenue(s) Positions Inst. Non-Inst.
Stellar Leadership Academy ESP: Tri-Star Leadership, Inc. Feeder Pattern: Miami Central SH ARC recommended approval on March 16, 2015. CRC recommended approval on May 22, 2015	7900 N.W. 27 Avenue, #F20 Miami, FL 33147 W.H. Turner Tech, Arts SHS Miami Central SHS	5 years 2010/2015	9-12 9-12	235 600	NR (Alternative Ed.)	Approval of the second renewal to the charter school contract for a 5-year term, commencing with the 2015-2016 school year and ending on June 30, 2020.	N/A - No increase in FTE.
2015-2016 School Year							
2015-2016 SY REVENUE (\$):							\$909,750
Instructional Positions:							9
Non-Instructional Positions:							6
2015-2016 SY TOTAL POSITIONS:							15
2016-2017 School Year							
2016-2017 SY REVENUE (\$):							\$909,750
Instructional Positions:							9
Non-Instructional Positions:							6
2016-2017 SY TOTAL POSITIONS:							15
2015-2016 & 2016-2017 SY TOTAL REVENUE (\$):							\$1,819,500
2015-2016 & 2016-2017 SY TOTAL POSITIONS:							30

2015-2016 SY Initial Year Loss: The revenue and positions indicated as "Initial Year Loss" provide an estimate of the potential impact on the District's General Fund (\$909,750 instructional staffing (9 positions), and non-instructional staffing (6 positions). The loss of revenue is based on 95% of FFP funds per student and 75% of the initial year enrollment projection that the District will not realize for the current fiscal year.

2016-2017 SY Initial Year Loss: The revenue and positions indicated as "Initial Year Loss" provide an estimate of the potential impact on the District's General Fund (\$909,750 instructional staffing (9 positions), and non-instructional staffing (6 positions). The loss of revenue is based on 95% of FFP funds per student and 75% of the initial year enrollment projection that the District will not realize for the current fiscal year.

Copies of the renewals contracts will be transmitted to the School Board Members under separate cover and will be available for inspection by the public in the Office of Board Recording Secretary, Room 924, and in the Citizen Information Center, Room 158, 1450 N.E. Second Avenue, Miami, Florida 33132.

**School Board Agenda Item D-65
ATTACHMENT B**

AMENDMENTS:

1. Mater Brickell Prep Academy
2. Miami Arts Charter School*
3. Pinecrest Academy (South Campus)*
4. South Florida Autism Charter School

* Denotes "high performing" charter schools.

(1)(2)(3)	(4)(5)	(6)	(7)	(8)	(9)	(10)	(11)
Name of School	School Location Impacted Traditional Schools	Term Initial Exp.	Grade Levels Initial/Current Year Maximum Capacity	Enrollment	2014 School Grade/Rating	Special Provisions and/or Requested Action(s)	DISTRICT IMPACT 2015-16 SY. Revenue (\$) Positions Inst. Non Inst.
AMENDMENTS							
Mater Brickell Preparatory Academy ESP; Academica Dade, LLC Feeder Pattern: Coral Gables SH (Temporary) Miami SH (Permanent) CRC recommended approval on May 15, 2015.	Temporary: 2805 S.W. 32 Avenue Miami, FL 33133	5 years	K-8	171	A	Approval of the first amendment to the charter school contract to (i.) extend the original contract for a 2-year term conditioned upon securing permanent facility, commencing with the 2015-2016 school year and ending on June 30, 2017; and (ii.) temporarily remain at the current facility located at 2805 S.W. 32 nd Avenue, Miami, Florida 33133 (Follo No. 01-4116-036-0010).	N/A – No increase in FTE.
	Auburndale ES G.W. Carver ES C. Grove ES C. Gables K-8 Fairlawn ES H. M. Flagler ES K. Biscayne K-8 Kinloch Park ES S. Bluff ES Sunset ES F. S. Tucker ES H. S. West Lab G. W. Carver MS Kinloch Park MS P. de Leon MS						
	Permanent: 1720 S.W. 2 nd Avenue Miami, FL 33129	2010/2015	K-8	900			

(1)(2)(3) Name of School	(4)(5) School Location Impacted Traditional Schools	(6) Term Initial/Exp.	(7) Grade Levels Initial/Current Year Maximum Capacity	(8) Enrollment Initial/Current Year Maximum Capacity	(9) 2014 School Grade/Rating	(10) Special Provisions and/or Requested Action(s)	(11) DISTRICT IMPACT 2015-16 SY Revenue (\$)/ Positions Instr. Non-Instr.
<p>Miami Arts Charter School (High Performing) ESP: New Way Schools, Inc.</p> <p>Feeder Pattern: BTW HS (Temporary)</p> <p>Homestead SH (Permanent South)</p> <p>BTW. HS (Permanent North)</p> <p>CRC recommended approval on May 8, 2015.</p>	<p>Temporary North Campus: 3900 Biscayne Boulevard Miami, FL 33137</p>	15 years	6-12	1,188	A	<p>Approval of the fourth amendment to the charter school contract for the North Campus to (i.) allow the school to relocate to a permanent facility located at 95 N.W. 23rd Street, Miami, Florida 33127 (Folio No. 01-3125-037-0360), commencing with the 2015-2016 school year and ending on June 30, 2024; and (ii.) temporarily remain at their current facility located at 3900 Biscayne Boulevard, Miami, Florida 33137 (Folio No. 01-3219-026-0010), until completion of the permanent site.</p>	N/A – No increase in FTE.
	<p>J. de Diego MS LEO Memorial HS YWPA YMPA iPrep BTW SHS</p>						
	<p>Permanent South: 3000 S.E. 9th Street Homestead, FL 33033</p>	2009/2024	6-12	2,650	A	<p>Approval of the fourth amendment to the charter school contract for the North Campus to (i.) allow the school to relocate to a permanent facility located at 95 N.W. 23rd Street, Miami, Florida 33127 (Folio No. 01-3125-037-0360), commencing with the 2015-2016 school year and ending on June 30, 2024; and (ii.) temporarily remain at their current facility located at 3900 Biscayne Boulevard, Miami, Florida 33137 (Folio No. 01-3219-026-0010), until completion of the permanent site.</p>	N/A – No increase in FTE.
	<p>Mandarin Lks K-8 Campbell Dr K-8 Leisure City K-8 Coconut Palm K-8 Gateway Env. K-8 I & B Peskoe K-8 Campbell Dr MS R. Morgan EC Homestead SHS</p>						
	<p>Permanent North: 95 N.W. 23rd Street Miami, FL 33127</p>						
	<p>J. de Diego MS LEO Memorial HS Y. Women's PA Y. Men's PA iPrep BTW SHS</p>						

(1)(2)(3)	(4)(5)	(6)	(7)	(8)	(10)	(11)	
Name of School	School Location Impacted Traditional Schools	Term Initial/Exp	Grade Levels Initial/Current Year Maximum Capacity	Enrollment	2014 School Grade/Rating	Special Provisions and/or Requested Action(s)	DISTRICT IMPACT 2015-16 SY Revenue (\$) Positions Non-Inst. Inst.
Pinecrest Academy (South Campus) (High Performing) ESP: Academica Dade, LLC Feeder Pattern: Felix Varela SH CRC recommended approval on May 15, 2015.	15130 S.W. 80 Street Miami, FL 33193	10 years	K-5	716	A	Approval of the first amendment to the charter school contract, to consolidate the charter with Pinecrest Palms Academy – WL4634 into one charter servicing grades Kindergarten through grade five commencing with the 2015-2016 school year.	N/A – No increase in FTE.
	N.B. Bossard ES C.M. Eve ES O. Hoover ES Dr. G.L. Porter ES	2006/2016	K-5	800			
South Florida Autism Charter School ESP: District-Managed Feeder Pattern: B. Goleman SHS (Current) American SHS (Proposed) CRC recommended approval on April 28, 2015.	Current: 13835 N.W. 97 Avenue Hialeah, FL 33018 B.Graham Ed. Ctr. Ernest R. Graham K-8 M.Lkes Educ. Ctr. MAST @ J. Marti B. Goleman SHS	5 years	K-12	170	N/R (Special Ed. Center)	Approval of the first amendment to the first renewal charter school contract to change the school's location to a facility located at 18305 N.W. 75th Place, Hialeah, Florida 33015; Folio No. 30-2011-077-2550, subject to approval of a lease by the School Board, commencing with the 2015-2016 school year and ending on June 30, 2019.	N/A – No increase in FTE.
	Proposed: 18305 N.W. 75 Place Hialeah, FL 33015 Joella C. Good ES Spanish Lakes ES P. Springs Nth ES C. Wyche ES Lawton Chiles MS Country Club MS American SHS						

Copies of the amended contracts will be transmitted to the School Board Members under separate cover and will be available for inspection by the public in the Office of Board Recording Secretary, Room 924, and in the Citizen Information Center, Room 158, 1450 N.E. Second Avenue, Miami, Florida 33132.