

---

## Intergovernmental Coordination Element

1 **INTERGOVERNMENTAL COORDINATION ELEMENT**

2  
3 **GOAL 1:** To proactively coordinate planning and development plans and activities with  
4 local, state, and regional governmental units, districts, boards, and agencies, when relevant. The  
5 County shall coordinate the adopted comprehensive plan with the plans of adjacent  
6 municipalities, and adjacent counties.  
7

8 **OBJECTIVE 1.1: COORDINATION OF PLAN INTERACTION**

9  
10 Hendry County will coordinate the implementation of the Comprehensive Plan amendments as it  
11 relates to Hendry County with other governmental entities and will direct all points of interaction  
12 between and among these entities.  
13

14 **Policy 1.1.1:** Hendry County will continue to be an active participant and observer in the  
15 feasibility study being conducted by the U.S. Army Corp of Engineers in the  
16 Restudy of the Caloosahatchee River to ensure that Hendry County's water  
17 use/reuse supply remains adequate for its future population.  
18

19 **Policy 1.1.2:** In order to keep other governmental entities informed, copies of  
20 amendments to the Comprehensive Plan will be sent to adjacent  
21 governmental and jurisdictional entities and other appropriate agencies for  
22 their review and comments during the adoption process.  
23

24 **Policy 1.1.3:** Hendry County will continue to coordinate with Lee County on the Hendry-  
25 Lee County sanitary landfill.  
26

27 **Policy 1.1.4:** Hendry County will furnish copies of proposed rezoning of major  
28 developments or improvements proposed adjacent to the boundary of the  
29 Cities of Clewiston and LaBelle, and adjacent counties.  
30

31 **Policy 1.1.5:** Hendry County will coordinate public service delivery with the Cities of  
32 LaBelle and Clewiston.  
33

34 1. Annexation/de-annexation request will include:

- 35  
36 a. Identifying the municipal service area;  
37  
38 b. Identifying an unincorporated service area;  
39  
40 c. Identifying the local government responsible for delivery and funding  
41 of the following services within the municipal service area and the  
42 unincorporated service area:  
i. Public safety  
ii. Fire, and emergency medical;

- 43                   iii. Water and wastewater utilities;
- 44                   iv. Road ownership, construction and maintenance;
- 45                   v. Conservation, parks, and recreation; and
- 46                   vi. Storm water management and drainage.
- 47                   d. Addressing the provision of any services and infrastructure not
- 48                   currently provided by an electrical utility or natural gas transmission
- 49                   company;
- 50                   e. Establishing a process and schedule for annexation of areas within
- 51                   the designated municipal service area consistent with State law;
- 52                   f. Establishing a process for land use decisions consistent with the
- 53                   requirements of state law including, but not limited to establishing
- 54                   procedures for preparing and adopting comprehensive plan
- 55                   amendments; administering land development regulations and issuing
- 56                   development authorizations; and providing that the County
- 57                   Comprehensive Plan shall control until and unless the City annexes
- 58                   the property and amends it Comprehensive Plan accordingly;
- 59                   g. Addressing any other issues associated with service delivery
- 60                   including, but not limited to the transfer of services, infrastructure
- 61                   and fiscal compensation between the County and City;
- 62                   h. Addressing the joint use of facilities and the co-location of services;
- 63                   and
- 64                   i. Providing for a report to the County of the City’s planned service
- 65                   delivery as provided by statute or the Interlocal Agreement.
- 66                   2. Within 30 days after annexation or subtraction of territory, the County will
- 67                   apply for any modifications to permits from the South Florida Water
- 68                   Management District or the Florida Department of Environmental
- 69                   Protection which are necessary to reflect changes to the entity that is
- 70                   responsible for managing such permits.

71   **Policy 1.1.6:**       Coordinate with the South Florida Water Management District concerning  
72                   wetland mapping, permitting in wetland areas, protection of groundwater  
73                   aquifer recharge areas and, cones of influence, the locations of well-fields  
74                   for public portable water supplies, water use/reuse, and the water quality of  
75                   the Caloosahatchee River and Lake Okeechobee.

77   **Policy 1.1.7:**       Hendry County shall request that the School Board submit for review  
78                   information on renovations, additions, and proposed expansions to property

79 owned by the School Board to ensure the availability of public facilities and  
80 land use consistency, as the proposal relates to future planned  
81 improvements.

82  
83 **Policy 1.1.8:** Hendry County shall include a representative of the Hendry County School  
84 Board as a voting member of the Local Planning Agency, in an effort to  
85 advise the School Board of all Plan amendments, rezoning, and proposed  
86 developments that may affect the location of new schools and proposed  
87 improvements.

88  
89 **Policy 1.1.9:** During pre-development program planning and site selection activities, the  
90 County, as service provider, will coordinate with the Hendry County Public  
91 School system to consider all reasonable opportunities to collocate new  
92 libraries, parks, and other facilities with public schools, where compatible,  
93 and to determine whether the potential exists to create logical focal points  
94 for community activity. Early review and coordination activities will be  
95 modified as necessary to timely consider these potentials.

96  
97 **Policy 1.1.10:** The County will maintain, as particular area of attention in its planning  
98 program, a systematic review of the aesthetics, physical conditions, financial  
99 feasibility, and use of technology between unincorporated areas and  
100 adjacent counties and cities in an effort to improve the appearance of these  
101 areas and the compatibility and transition between the adjoining  
102 communities. Joint planning area agreements will be implemented as  
103 appropriate.

104  
105 **OBJECTIVE 1.2: RESOLUTION OF ISSUES**

106  
107 The County shall use negotiations to help resolve any conflicts that may arise in  
108 intergovernmental coordination.

109  
110 **Policy 1.2.1:** Hendry resolution process when necessary to mediate the resolution of  
111 conflicts with other local governments and regional agencies. The county  
112 may use alternative procedures whenever appropriate form the matter of  
113 imminent dispute, including agreements authorized by State law, or other  
114 non-litigation approaches. County shall use the Southwest Florida Regional  
115 Planning Council's dispute

116  
117 **OBJECTIVE 1.3:**

118  
119 The County will use intergovernmental partnerships with municipal and other local jurisdictions  
120 in addition to coordinating with agencies and organizations such as Enterprise Florida, Florida  
121 Department of Transportation, Florida Freshwater Frontier (FFF), Florida Department of  
122 Economic Opportunity (FDEO), Hendry County Tourist Development Council (HCTDC),  
123 Southwest Florida Regional Planning Council (SWFRPC) and Workforce Florida, Inc. in order

124 to secure economic development opportunities for its residents.  
125

126 **Policy 1.3.1:** When it is advantageous, the County will join other governmental entities,  
127 in securing grant assistance for economic development.  
128

129 **OBJECTIVE 1.4: INTERLOCAL AGREEMENTS/COORDINATION**  
130

131 To further the planning process and discourage intergovernmental conflicts, the County has  
132 established interlocal agreements and/or coordination policies between the School Board,  
133 municipalities, and adjacent jurisdictions.  
134

135 **Policy 1.4.1:** Interlocal Agreements and/or coordination policies with the School Board  
136 and the cities of LaBelle and Clewiston, as well as adjacent counties or  
137 special districts, as applicable, shall be established by the County to ensure  
138 joint collaboration and coordination for the planning of high quality public  
139 school facilities that meet the needs of the County's and cities' existing and  
140 future population.  
141

142 **Policy 1.4.2:** The Interlocal Agreement and/or coordination policies shall include the  
143 provisions that are designed to advise the School Board, adjacent counties,  
144 special taxing districts and municipalities of proposed developments that  
145 could impact their jurisdiction.  
146

147 **Policy 1.4.3:** Through informal meetings, Hendry County shall notify adjacent local  
148 governments of land use changes that may have a regional impact.  
149 Furthermore, the County shall request the assistance of the Southwest  
150 Florida Regional Planning Council to disseminate proposed land use  
151 changes that will affect more than one local government.  
152

153 **Policy 1.4.4:** The County, although not currently impacted, shall coordinate with the State  
154 of Florida University System or the Hendry County School Board regarding  
155 campus master plans.  
156

157 **OBJECTIVE 1.5:**  
158

159 The County, the cities, and the School Board shall strive to maintain and enhance joint planning  
160 processes and procedures for coordination of public education facilities for planning and  
161 decision-making.  
162

163 **Policy 1.5.1:** On an ongoing basis, the County and cities shall establish new and review  
164 existing coordination mechanisms that will evaluate and address  
165 comprehensive plans and programs and their effects on the comprehensive  
166 plans developed for the adjacent local governments, School Board, and  
167 other units of local government providing services but not having regulatory  
168 authority over use of land and the State, by an annual county-wide forum,  
169 joint meetings or other types of forums with other agencies. Assistance for

170 this effort shall be requested from regional and state agencies, as needed.

171  
172 **Policy 1.5.2:** On an annual basis, after the update of the Five-Year Work Program, the  
173 School Board shall provide information from their five-year Capital  
174 Facilities Plan to determine the need for additional school facilities. The  
175 School Board shall provide to the County and the cities, each year, a general  
176 education facilities report. The educational facilities report shall contain  
177 information detailing existing facilities and their locations and projected  
178 needs. The report shall also contain the School Board’s Capital  
179 Improvement Plan, including planned facilities with funding representing  
180 the district’s unmet needs.

181  
182 **Policy 1.5.3:** In order to coordinate the effective and efficient provision and siting of  
183 public educational facilities with associated infrastructure and services  
184 within Hendry County, the Board of County Commissioners, the City of  
185 LaBelle, the City of Clewiston and the School Board shall meet jointly to  
186 develop mechanisms for coordination as provided in the Interlocal  
187 Agreement. Such efforts may include:

- 188  
189 1. Coordinated submittal and review of the annual capital improvements  
190 program of the County, the annual capital improvements program of  
191 each City, and the School Board’s Annual Five-Year Work Program  
192 update, any annual educational facilities report, and the Five-Year  
193 School Plant Survey when updated or modified;
- 194  
195 2. Coordinated review and assessment of the associated costs and  
196 expenditures of siting and developing schools with needed public  
infrastructure;
- 197  
198 3. Coordinated review of residential planned developments or mixed-use  
planned developments involving residential developments;
- 199  
200 4. Use of a unified data base including population (forecasts of student  
population), land use and facilities;
- 201  
202 5. Use of the planning staff from the County, the cities and the School  
203 Board, to review coordinated siting of schools with parks for  
204 multifunctional use. Directives resulting from the joint meeting shall be  
205 incorporated into the Comprehensive Plan, Land Development  
Regulations, and other appropriate mechanisms as deemed necessary.

206 **Policy 1.5.4:** The County shall include a representative of the school district, appointed  
207 by the School Board, as a voting member of the local planning agency, as  
208 required by Section 163.3174, Florida Statutes.

209  
210 **Policy 1.5.5:** The County shall coordinate with the School Board regarding annual review  
211 of school enrollment projections, and procedures for annual update and

212 review of school board and local government plans consistent with the  
213 Interlocal Agreement for Hendry County, the City of LaBelle, the City of  
214 Clewiston and the School Board of Hendry County  
215

216 **Policy 1.5.6:** Hendry County will continue to coordinate with the School Board to assure  
217 that proposed public school facility sites are consistent with the land use  
218 categories and policies of the County Comprehensive Plan, pursuant to the  
219 Interlocal Agreement.  
220

221 **Policy 1.5.7:** Hendry County shall allow schools in the Agriculture, Public, Low Density  
222 Residential, Medium Density Residential, High Density Residential, and  
223 Special Density land use categories, consistent with the following criteria.  
224

- 225 1. Schools shall be located in a coordinated manner ensuring that the  
226 planning, construction, and opening of educational facilities are  
227 coordinated in timing and location, concurrent with both need and  
228 necessary services and infrastructure, and to ensure compatibility with  
229 the Comprehensive Plan.
- 230 2. The proposed location is compatible with present and projected uses of  
231 adjacent property.
- 232 3. The proposed location is well drained and soils are suitable for  
233 development or are adaptable for development and outdoor educational  
234 purposes with drainage improvements.
- 235 4. The proposed location is not within a velocity flood zone or floodway.
- 236 5. Proposed school sites should be located away from industrial uses,  
237 railroads, airports, and similar land uses to avoid noise, odor, dust, and  
238 traffic impacts and hazards.
- 239 6. Disrupting influences caused by school yard noises and traffic shall be  
240 buffered to ensure sufficient distances from hospitals, adult  
241 communities, and nursing homes.
- 242 7. In the planning, siting, land acquisition and development of the facility,  
243 evaluation shall include consideration of the student population density  
244 of the area and public safety.
- 245 8. There are no significant environmental constraints that would preclude  
246 development of a public educational facility on the site.
- 247 9. Hendry County shall advise the School Board of all Plan amendments  
248 that may affect the location of new schools and proposed improvements.  
249

250 **Policy 1.5.8:** The County will coordinate with the the Heartland Transportation Planning  
251 Organization (TPO) Long Range Transportation Plans to ensure funding for  
252 safe access to schools including: development of sidewalk inventories and  
253 list of priority projects coordinated with the School Board.  
254

255 **Policy 1.5.9:** The County, cities, as applicable, and School Board will jointly determine  
256 the need for and timing of on-site and off-site improvements including

257 water, sewer, roads, drainage, sidewalks, bus stops, signalization, bike paths  
 258 and other infrastructure necessary to support each new school or the  
 259 proposed renovation, expansion or closure of an existing school, and will  
 260 enter into a written agreement as to the timing, location, and the party or  
 261 parties responsible for constructing, operating and maintaining the required  
 262 improvements.  
 263

264 **Policy 1.5.10:** The County, cities, and School Board will work to find opportunities to  
 265 collaborate on transit and bus routes to better serve citizens and students.  
 266

267 **Policy 1.5.11:** The County will coordinate with the School Board to continue to permit the  
 268 shared-use and co-location of school sites with County and or city facilities  
 269 with similar facility needs, according to the Interlocal Agreement, as it may  
 270 be amended. The County will coordinate in the location, phasing, and design  
 271 of future school sites to enhance the potential of schools as recreation areas.  
 272

273 **Policy 1.5.12:** The County will continue to work with the School Board to coordinate  
 274 efforts to build new school facilities, and facility rehabilitation and  
 275 expansions, to be designed to serve as and provide emergency shelters as  
 276 required by Section 163.3177, Florida Statutes. The County will coordinate  
 277 with the School Board to fulfill the requirements of Section 1013.372,  
 278 Florida Statutes, such that as appropriate new educational facilities will  
 279 serve as public shelters for emergency management purposes and shall  
 280 coordinate with the School Board regarding emergency preparedness issues  
 281 and plans.  
 282

283 **Policy 1.5.13:** The County will coordinate anticipated students growth based on future land  
 284 use map projections of housing units with the School Board’s long range  
 285 facilities needs over the 5-year, 10-year and 20-year periods.  
 286

287 **Policy 1.5.14:** The County and the School Board will coordinate during updates or  
 288 amendments to the Comprehensive Plan and updates or amendments to  
 289 long-range plans for School Board facilities.  
 290