13.4 Development Review Table. The School Board shall create and maintain a Development Review Table (DRT) for each CSA, and will use the DRT to compare the projected students from proposed residential developments to the CSAs available FISH Capacity programmed within the first three years of the current five year district planning period.

(a) Student enrollment projections shall be based on the most recently adopted Five Year District Facilities Work Program, and the DRT shall be updated to reflect these projections. Available FISH Capacity shall be derived using the following formula:

\[ \text{Available FISH Capacity} = \text{FISH Capacity}^1 - (\text{Enrollment}^2 + \text{Vested}^3) \]

Where

- \(^1\) FISH Capacity = Factored Capacity (As programmed in the first three (3) years of the Five Year District Facilities Work Program
- \(^2\) Enrollment = Student enrollment as counted at the Fall FTE.
- \(^3\) Vested = Students generated from residential developments approved and receiving a SCADL after the implementation of school concurrency

(b) Using the Fall FTE, the vested number of students on the DRT will be reduced by the number of students represented by the residential units that received certificates of occupancy from the vested development within the previous twelve (12) month period.

13.5 Proportionate Share Mitigation. In the event there is not sufficient FISH Capacity available to support the students generated from the proposed residential development under review, based on the student generation multiplier (SGM) calculation of students as described in Section 13.2(d)4.a, the School Board shall entertain proportionate share mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the local government and developer to mitigate the impact from the development through the creation of additional FISH Capacity.

(a) When the student impacts from a proposed development cause the adopted LOS to fail, the developer’s proportionate share will be based on the number of additional student stations necessary to meet the established LOS. The amount to be paid will be calculated by the cost per student station for elementary, middle, and high school as determined and published by the State of Florida, plus a share of the land acquisition and infrastructure expenditures for school sites as determined and published annually in the Five Year District Facilities Work Program.

(b) The methodology used to calculate a developer’s proportionate share mitigation shall be as follows:

\[ \text{Proportionate Share} = (\text{Development students} - \text{Available FISH Capacity}) \times \text{Total Cost}^a \text{ per student station} \]

Where

- \(^1\) Development students = Students generated by residential development that are assigned to that school
- \(^a\) Total Cost = the cost per student station as determined and published by the State of Florida, plus a share of the land acquisition and infrastructure expenditures for school sites as determined and published annually in the Five Year District Facilities Work Program.
(c) The applicant shall be allowed to enter a negotiation period with the School Board in an effort to mitigate the impact from the development through the creation of additional FISH Capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable agreement with the School Board and the local government with jurisdiction over the approval of the development order.

1. A mitigation contribution provided by a developer to offset the impact of a residential development must be directed by the School Board toward a FISH Capacity project identified in the Five Year District Facilities Work Program. FISH Capacity projects identified within the first three (3) years of the Five Year District Facilities Work Program shall be considered as committed in accordance with Section 10.5 of this Agreement.

2. If FISH Capacity projects are planned in years four (4) or five (5) of the Five Year District Facilities Work Program within the same CSA as the proposed residential development, the developer may pay his proportionate share to mitigate the proposed development in accordance with the formula provided in Section 13.5 (b) of this Agreement. This may not change the timing of the Five Year District Facilities Work Program.

3. If a FISH Capacity project does not exist in the Five Year District Facilities Work Program, the School Board may add a FISH Capacity project to satisfy the impacts from a proposed residential development, if it is funded through the developer’s proportionate share mitigation contributions in the next update of the Program. Mitigation options may include, but are not limited to:

   a. Contribution of land or payment for land acquisition in conjunction with the provision of additional FISH Capacity; or

   b. Mitigation banking based on the construction of a public school facility in exchange for the right to sell FISH Capacity credits; or

   c. Provision of additional student stations through the donation of buildings for use as a primary or alternative learning facility; or

   d. Provision of additional student stations through the renovation of existing buildings for use as learning facilities; or

   e. Construction or expansion of permanent student stations; or

   f. Construction of a public school facility in advance of the time set forth in the Five Year District Facilities Work Program.

   g. Construction of a charter school designed in accordance with School Board standards, providing sufficient permanent capacity to the District’s inventory of student stations. Use of a charter school for mitigation must include provisions for its continued existence, including but not limited to the transfer of ownership of the charter school property and/or operation of the school to the School Board.
APPENDIX “A”
School District Student Generation Multiplier

Determining the number of students generated from new residential development is necessary to identify the new development’s impact on public schools. In order to calculate the number of students associated with new residential development, a Student Generation Multiplier (SGM) is used. Because the number of students living in a housing unit varies depending on the type of residential housing, the SGM is calculated for four housing types. These housing types are: single family; multi-family; condominium/co-op; and mobile home.

The SGM shown in Table 1 were calculated using the methodology described below. In accordance with this Agreement, the SGM shall be reviewed every 5 years and amended as necessary to reflect the student generation rates applicable at the time of the review.

| Table 1: Brevard County School Concurrency Student Generation Multipliers (SGM) |
|-----------------------------------------------|----------------|------------------------------|----------------|----------------|
| Single Family | Condo/Co-Op | Mobile Home | Multi Family |
| Elementary | 0.28 | 0.05 | 0.04 | 0.27 |
| Middle | 0.08 | 0.01 | 0.01 | 0.06 |
| High | 0.16 | 0.03 | 0.02 | 0.10 |
| Total | 0.52 | 0.10 | 0.07 | 0.43 |

Methodology

Two datasets were used to calculate the student generation rates: the Geographic Information Systems (GIS) property parcel file from the Brevard County Property Appraiser’s office and the October 2013 public school student enrollment data from the Brevard School District. The student address data were geocoded to property parcel data and street centerline data to create a GIS point file with the spatial location of each student based on their address. 72,731 of the 72,775 student records (99.94%) were geocoded to an existing address file.

A spatial join was applied to the parcel data and geocoded student data. A spatial join is a type of spatial analysis in which the attributes of features in two datasets are joined together based on the relative location of each feature. In this case, the spatial join linked the point location of each student to a specific property parcel. The result of this operation is one GIS file that contains student data as well as housing type and year built data from the Property Appraiser.

This study looked at the entire public school population, including students attending charter schools. The total student population data was filtered to identify students living in housing units that were constructed in year 2000 or later. The multiplier analysis determined that there were 22,214 students living in 53,035 housing units constructed in Brevard County since 2000.

Table 2 shows the number of students by housing type and school type in Brevard County as of October 18, 2013. Note that 698 students could not be assigned to a residential land use due to discrepancies in the parcel data. These students were proportionately distributed to the four housing types based on the housing type distribution for the total student population.
Table 2: Students by Residential Housing Type Built Since 2000 and School Type

<table>
<thead>
<tr>
<th></th>
<th>Single Family</th>
<th>Condo/Co-Op</th>
<th>Mobile Home</th>
<th>Multi Family</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary (PK-6)</td>
<td>10,353</td>
<td>356</td>
<td>168</td>
<td>1,396</td>
<td>12,273</td>
</tr>
<tr>
<td>Middle (7-8)</td>
<td>2,892</td>
<td>100</td>
<td>58</td>
<td>332</td>
<td>3,382</td>
</tr>
<tr>
<td>High (9-12)</td>
<td>5,751</td>
<td>224</td>
<td>76</td>
<td>508</td>
<td>6,559</td>
</tr>
<tr>
<td>All Students</td>
<td>18,996</td>
<td>680</td>
<td>302</td>
<td>2,236</td>
<td>22,214</td>
</tr>
</tbody>
</table>

Table 3 details the 2014 housing type counts for Brevard County. These data were obtained from several sources. The condo/co-op numbers are from the May 2014 property parcel GIS data provided by the Brevard County Property Appraiser’s Office. The single family, mobile home, and multi-family totals are the most recent data published by the Florida Housing Data Clearinghouse. The Florida Housing Data Clearinghouse reports condos as part of the multi-family figures, so the Brevard County Property Appraiser’s Office total number of condos was subtracted in order to calculate the total multi-family housing units.

Table 3: Dwelling Units Built Since 2000 by Type

<table>
<thead>
<tr>
<th>Dwelling Units Built Since 2000</th>
<th>Single Family</th>
<th>Condo/Co-Op</th>
<th>Mobile Home</th>
<th>Multi Family</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>36,622</td>
<td>7,013</td>
<td>4,249</td>
<td>5,151</td>
<td>53,035</td>
</tr>
</tbody>
</table>

Application of the SGM

To determine the student impact of a proposed residential development for school concurrency purposes, a proposed development’s projected number and type(s) of unit(s) are converted into the number of projected students for each school type. As an example, based on the generation rates in Table 1, for every 100 single-family housing units constructed, Brevard County Public Schools must plan to accommodate 28 elementary school students.
(ii.) Add or deduct capacity from capital projects over the next three years as reflected in the Adopted DEFP, which may include capacity from a new school in an approved boundary that will become effective in the next school year.

(iii.) Deduct the number of students from development approved per Subsections 8.11(b) and 8.13(g) of this Amended Agreement and anticipated to be built within the next three years.

(iv.) Deduct the number of students generated from the proposed project.

3. If it is determined that there is no capacity at the assigned school(s) as determined by the procedure described in Subsection 8.13(f)2 above because the projected growth from a residential development causes the adopted LOS to be exceeded in the subject CSA, the School District may, if practical, utilize pertinent options delineated in School Board Policy 5000, to be amended consistent with this Amended Agreement and as may be amended from time to time to ensure maximum utilization at the CSA. Otherwise, all of the CSAs immediately adjacent to the primary impacted CSA will be examined for available capacity before a determination letter is issued indicating that the development has satisfied public school concurrency.

(g) Issuance and Term of Public School Concurrency

4. Upon final action by the Local Government regarding the development, the Local Government shall provide information in the quarterly report to the School District indicating that the development was granted final approval or denied. If the plat, site plan (or functional equivalent) received final approval, the development and anticipated students shall be considered vested for up to five (5) years consistent with the period of the underlying approval beginning from the date the Developer received final approval from the Local Government. Vesting of a plat beyond the five years requires that one of the following conditions are met within the five (5) year period: 1) the issuance of a building permit for a principal building and first inspection approval or 2) substantial completion of project water lines, sewer lines and the rock base for internal roads. If the development was denied, the District shall deduct from its database, students associated with the development. Information provided shall be consistent with requirements stated in Subsection 8.2 of this Amended Agreement.

8.15 Proportionate Share Mitigation Options

Once it is determined consistent with Sections 8.13 (e) and (f) of this Amended Agreement that there is insufficient capacity at the assigned school(s) to serve the...
proposed development, a development’s total proportionate share mitigation value shall be determined as follows:

(i.) The number of additional (deficit) students generated by the proposed development that would impact school(s) exceeding the adopted LOS, or that would cause the assigned school(s) to exceed the adopted LOS, multiplied by the Florida Student Station Cost Factors for each school type; plus

(ii.) That development’s share of the land acquisition cost for school sites, if any, as determined and published annually in the adopted Five Year DEFP.

No land cost shall be applied to mitigation on property that is already owned or controlled by the School District at the time the proportionate share mitigation agreement is being executed. Relocatable classrooms or facilities shall not be considered or accepted as an acceptable proportionate share mitigation option.

(a) The proportionate share mitigation proposed to address the deficit student station(s) at the affected school(s) shall equate to at least one permanent classroom when the following occurs: (i) The development generates the need for the additional capacity and that capacity is not available; (ii) No classroom additions are available within the first three years of the adopted Five-Year DEFP to accommodate the student(s) generated; and/or (iii) No School District funds are available to provide the needed classroom(s). Mitigation to address the anticipated student impact that necessitate the need for school site(s) shall primarily be the dedication of land. The proportionate share mitigation options to satisfy public school concurrency requirements shall include the following:

(b) In no circumstance shall the total amount committed to pay for permanent classroom additions or any of the listed mitigation options be less than the school impact fees due for the units as calculated based on the adopted school impact fee schedule specified in the BCLDC and due for the units at the time of payment. The school impact fee due for the project shall be considered included in the total proportionate share mitigation amount due or paid, and shall be credited toward the payment of the school impact fee. Specifics regarding the payment of the proportionate share mitigation shall be included within the binding agreement.
8.14 Proportionate Share Mitigation

(a) The School Board shall consider proportionate share mitigation pursuant to provisions of this Amended Agreement. Such consideration shall be consistent with the mitigation provisions outlined herein and delineated in School Board Policy 1161, to be amended consistent with this Amended Agreement and as may be amended from time to time, regarding public school concurrency. If the proposed mitigation option is accepted and deemed financially feasible by the School Board, the applicant or Local Government shall enter into an enforceable and binding agreement.

(b) The binding agreement shall be filed against the property by the property owner, reviewed and approved by the School District, and recorded in Broward County public records by the property owner. Subsequently, the recorded agreement shall be provided to the School District, Broward County and Local Government with jurisdiction over the approval of the development order.

8.15 Proportionate Share Mitigation Options

Once it is determined consistent with Sections 8.13 (e) and (f) of this Amended Agreement that there is insufficient capacity at the assigned school(s) to serve the proposed development, a development’s total proportionate share mitigation value shall be determined as follows:

(i.) The number of additional (deficit) students generated by the proposed development that would impact school(s) exceeding the adopted LOS, or that would cause the assigned school(s) to exceed the adopted LOS, multiplied by the Florida Student Station Cost Factors for each school type; plus

(ii.) That development’s share of the land acquisition cost for school sites, if any, as determined and published annually in the adopted Five Year DEFP.

No land cost shall be applied to mitigation on property that is already owned or controlled by the School District at the time the proportionate share mitigation agreement is being executed. Relocatable classrooms or facilities shall not be considered or accepted as an acceptable proportionate share mitigation option.

(a) The proportionate share mitigation proposed to address the deficit student station(s) at the affected school(s) shall equate to at least one permanent classroom when the following occurs: (i) The development generates the need for the additional capacity and that capacity is not available; (ii) No classroom additions
are available within the first three years of the adopted Five-Year DEFP to accommodate the student(s) generated; and/or (iii) No School District funds are available to provide the needed classroom(s). Mitigation to address the anticipated student impact that necessitate the need for school site(s) shall primarily be the dedication of land. The proportionate share mitigation options to satisfy public school concurrency requirements shall include the following:

1. Provide the needed school site(s) for elementary, middle or high school. Acceptability of dedicated land shall be subject to review and determination by the Superintendent or designee that the subject real property satisfies the educational and site requirements of the applicable School Board Policy. The timeframe for the conveyance of the dedicated land shall be as agreed to by the School Board, and specified in the binding agreement. The binding agreement shall provide a condition that no building permit(s) will be issued for residential units associated with the plat or site plan until formal conveyance of the school site(s) to the School Board has occurred. If the appraised value of the dedicated site(s) is less than the school impact fees due for the project, the provision of additional funds towards construction of the school(s) or facilities will be required.

2. Pay for the project cost for the construction of school(s) scheduled in the Adopted Five-Year DEFP to relieve the primarily impacted CSA(s) plus the cost of the land acquisition, if any, for school sites as determined and published annually in the Adopted Five-Year DEFP or pay the project cost amount deemed necessary in advance of the time set forth in the Adopted Five-Year DEFP. The costs associated with the identified mitigation shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence. Unless otherwise agreed to by the School Board, payment of the total amount due shall be made no later than thirty (30) days after the first to occur, the plat, site plan (or functional equivalent) receives final approval from the local governing body. This option shall be subject to specific School Board approval.

3. Pay for the project cost regarding the construction of a public school facility utilizing urban school concept(s) adopted by the School Board plus the cost of the land acquisition, if any. Also, the construction of such facility shall meet the State of Florida and the School Districts educational facility requirements. The costs associated with the identified mitigation shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence. Unless otherwise agreed to by the School Board, payment of the total amount due shall be made.
no later than thirty (30) days after the first to occur, the plat, site plan (or functional equivalent) receives final approval from the local governing body. This option shall be subject to specific School Board approval.

4. Pay for one of the following:

(i) Additions to the school(s) located within the primarily impacted CSA(s) or in CSA(s) located immediately adjacent to the primarily impacted CSA(s), as found in the current Adopted Five-Year DEFP, plus the cost of the land acquisition, if any, for school sites as determined and published annually in the Adopted Five-Year DEFP or pay the project cost amount deemed necessary in advance of the time set forth in the Adopted Five-Year DEFP. The costs associated with the identified mitigation shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence.

(ii) Needed permanent capacity improvement(s) (e.g. classroom addition) at the primarily impacted CSA(s) or CSA(s) located immediately adjacent to the primarily impacted CSA(s) or provide the number of needed permanent classroom(s) (modular classrooms(s) or similar facility), and the cost of the land acquisition, if any, for school sites as determined and published annually in the Adopted Five Year DEFP. Modular or similar approved facilities shall meet the State of Florida and the School Districts educational facility requirements.

Unless otherwise agreed to by the School Board, payment of the total amount due for 4(i) or 4(ii) above, shall be made no later than one year after the plat, site plan (or functional equivalent) receives final approval from the local governing body. This option shall be subject to specific School Board approval.

5. Allow proportionate share mitigation funding to be utilized at a charter school, which at a minimum meets all of the following criteria:

a. The charter school or charter school system is owned by a municipal government.

b. The charter school or charter school system has been in operation for a minimum of five years.
c. The charter school or charter school system provides a complete grade configuration for at least a primary learning center, elementary, middle or high school education.

d. The charter school is located within two miles of the proposed development or within the CSA of the impacted public school(s).

e. The charter school is built consistent with the state Rules for Educational facilities (SREF) which is contained within the Florida Building Code.

f. Adopt the same LOS contained in the Amended Agreement.

g. Adopt the Florida Department of Education (DOE) design criteria formulas to calculate student capacity.

h. Enroll student population at a 100% of the charter schools contract capacity.

i. Funding received shall be used pursuant to Section 1013.62, Florida Statutes.

This option shall be subject to specific School Board approval. If the School Board rejects a proposed proportionate share mitigation funding offer at a charter school, the Board shall provide its reasoning for the refusal.

6. Other mitigation option(s) may be proposed by an applicant and shall be subject to specific School Board approval. The timeframe for payment of the total amount due or the provision of the specific proportionate share mitigation shall be as agreed to by the School Board and contained in the binding agreement.

(b) In no circumstance shall the total amount committed to pay for permanent classroom additions or any of the listed mitigation options be less than the school impact fees due for the units as calculated based on the adopted school impact fee schedule specified in the BCLDC and due for the units as of the effective date of the application for building permit. The school impact fee due for the project shall be considered included in the total proportionate share mitigation amount due or paid, and shall be credited toward the payment of the school impact fee. Specifics regarding the payment of the proportionate share mitigation shall be included within the binding agreement.

(c) In exchange for payment towards the provision of student stations to equate full
classroom(s), payment for the construction of a public school facility, or dedication of school site(s), the School District will establish a mitigation bank for the Developer, which would address credits for permanent school capacity in excess of what is required to serve the proposed residential development. In such scenario, the Developer will have the right to sell credits within the affected CSA or adjacent CSA for the excess permanent capacity, upon receiving approval from the School District. Upon granting of such approval, the District shall send written notice to the Developer, with copy to Broward County and the Local Government issuing the development order or functional equivalent for the project. Details concerning excess permanent capacity derived from paid proportionate share mitigation shall be addressed in the LDRs and in School Board Policy 1161.

(d) An applicant may request a refund for monies paid (i) if the proposed development is not constructed in any part, or (ii) the plat or site plan (or functional equivalent) approval expires and the approval has not been extended, and (iii) the monies have not been committed or used by the District to defray the school impacts originally anticipated to occur as a result of the proposed development, and (iv) none of the proportionate share mitigation credit has been sold or transferred to subsequent Developer(s).

8.16 Formula for the Calculation of Proportionate Share Mitigation Options

(a) The general formulas to calculate each proportionate share mitigation are as delineated below.

1. If a Developer elects the Dedication of School Sites option, the need for land shall be as delineated below:

   (i.) Dedication of School Sites

   Specific language regarding the thresholds that would trigger the need for school site(s) generated by a residential development shall be as stated in School Board Policy 1161.

   Mitigation based on the provision of school site(s) shall be based on the appraised value of the land measured against the cost per student station value amount due for the students generated.

2. Project cost for construction of school(s) or additions to school(s) located immediately adjacent to the primarily impacted CSA(s) as found in the current adopted District Educational Facilities Plan.

Words stricken are deletions, and words underlined are additions.
The formula regarding the above option shall at the minimum be based on estimated cost of the improvement on the date that the improvement is programmed for construction as provided in Subsection 8.15(a)(2) of this Amended Agreement.

3. Provision of Modular Classroom

Specific language regarding the number of elementary, middle and high school students that constitute a classroom shall be as stated in School Board Policy 1161.

(b) A Mitigation contribution provided by a Developer to offset the impact of a residential development must be directed by the School Board toward a permanent school capacity project identified in the first three years of the School District’s adopted Five-Year DEFP, or as appropriate, scheduled as a new project in the first three years of the adopted Five-Year DEFP. If the School Board accepts proportionate share mitigation based on the latter, the Board shall amend the adopted Five-Year DEFP to include the proportionate share amount or value of the mitigation. Capacity projects identified within the first three (3) years of the Five-Year Capital Facility Plan shall be considered as committed in accordance with the pertinent Sections of this Amended Agreement.

(c) If capacity projects are planned in years four (4) or five (5) of the School Board’s adopted Five-Year DEFP within the same CSA as the proposed residential development, and if the School Board agrees, the Developer may pay his proportionate share to advance the improvement into the first three years of the adopted Five-Year DEFP to mitigate the proposed development in accordance with the formula provided herein.

(d) Guidelines for the expenditure of proportionate share mitigation funds towards permanent capacity identified in the adopted Five-Year DEFP, shall be as follows:

1. The School Board shall utilize monies paid by applicants, to provide needed permanent capacity at those schools identified in the District’s development review report as being impacted by the development.

2. If site constraints or other feasibility issues make it impracticable for the School Board to provide the needed permanent capacity at the affected school(s) as delineated above, as feasible, the School Board will make efforts to provide the needed capacity at school(s) located immediately adjacent to the primarily impacted CSA(s) as found in the current Adopted Five-Year DEFP (s), thus relieving overcrowding at the primary identified impacted school(s).
3. If disbursement of the mitigation funds is not possible as outlined above, the funds will be spent in the applicable school impact fee service area delineated in the adopted BCLDC in a manner that ensures that the impact of the development is still addressed at the primary affected CSA or an adjacent CSA.

8.17 Appeal Process

A Developer or Local Government receiving a SCAD Letter that indicates permanent capacity is not available may implement the applicable process outlined below.

(a) A Developer adversely impacted by a SCAD Letter made as a part of the public school concurrency process may appeal such determination by written request to the School Board.

(b) If the School Board rules in favor of the Developer, School District staff shall issue a subsequent SCAD Letter based on the decision of the School Board. If the School Board does not rule in favor of the Developer or upholds the decision of District staff, the Developer may elect to pursue other appropriate measures.

(c) A Developer adversely impacted by a non-acceptance of proposed proportionate share mitigation made as a part of the public school concurrency process may elect to pursue other appropriate measures.

(d) A Developer adversely impacted by a Local Government decision made as a part of the public school concurrency process may appeal such decision using the process identified in the Local Government’s regulations for appeal of development orders.

(e) A Local Government adversely impacted by a SCAD Letter made as a part of the public school concurrency process may initiate the process outlined in Subsection 10.1(a) of this Amended Agreement. If the issue cannot be resolved, the Local Government may appeal such determination to the School Board. If the Local Government is not satisfied with the decision of the School Board, the Local Government or the School Board may seek an advisory opinion from the Oversight Committee. If either the School Board or the Local Government is not satisfied with the opinion of the Oversight Committee, either party may pursue the process outlined in Subsection 10.1.(b) of this Amended Agreement.

(f) If the School Board does not accept proportionate share mitigation proposed by a Local Government, and such decision results in a dispute between the entities, the Local Government or the School Board may seek an advisory opinion from the Oversight Committee. If the Local Government is not satisfied with the opinion of
the Oversight Committee, either party may pursue the process outlined in Subsection 10.1.(b) of this Amended Agreement.

ARTICLE VIII IX
COLLOCATION AND SHARED USE

Section 9

89.1 Collocation and shared use of facilities are important to both the School Board and local governments. In accordance with pertinent School Board growth management policy, the School Board will look for opportunities to collocate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, collocation and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan’s schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for collocation and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, collocation and shared use of school and governmental facilities for health care and social services will be considered.

9.2 To enable the collocation/shared use of public school facilities with Local Government/civic facilities, the Local Governments shall in January of each year provide to the Staff Working Group information on Local Government public/civic facilities planned for inclusion in its five-year capital improvements plan that could potentially be collocated with public school facilities. Upon receipt of the information, the Staff Working Group shall forward the information to the School District. Also, the Local Governments shall examine the annually submitted School Board’s Five-Year Tentative DEFP provided pursuant to Subsection 4.1 of this Amended Agreement, and include in the written comments back to the School District information regarding the potential public/civic facilities that could be collocated with planned new schools delineated in the Five-Year Tentative DEFP. This requirement shall not prevent the Local Government from providing information on collocation to the Staff Working Group throughout the calendar year. Information provided to the Staff Working Group and School District shall at the minimum include the planned type of public facility, acreage and location/parcel map. Information provided shall be in hard copy and electronic copy. Upon receiving such information, the School District shall organize meetings with the subject Local Government(s) to further pursue and work towards the collocation of the facilities. The entities shall notify the Staff Working Group of their efforts towards collocation of the subject facilities. As part of efforts towards the collocation such facilities in Broward County, the Staff Working Group shall include in all of its meeting agendas, an agenda item relating to the provision information regarding collocation as stated herein.

Words stricken are deletions, and words underlined are additions.
Hillsborough County
Interlocal Agreement

f. The following information shall be provided on the site/civil plans for all roadways adjoining or traversing the school site:

1) Points of ingress and egress and/or driveways and curb-cuts
2) Right-of-way width, both public and private
3) Pavement width
4) Type of surface and surface conditions
5) Number of lanes at mid-block and intersections
6) Location of sidewalks, bikeways, and transit stops in the right-of-way
7) Location and type of all existing and proposed median openings
8) Location and type of traffic control devices

Utilities Information

a. Identification of the location and capacity of water/wastewater utilized by the school.

Environmental Information

a. The location of all water courses, lakes, conservation areas, preservation areas, wooded areas, upland habitat areas, or other such natural physical features within the school site boundaries.

b. Documentation of an approved Southwest Florida Water Management District Wetlands Delineation.

Stormwater Information

a. Documentation of an approved Southwest Florida Water Management District Drainage Permit

Pursuant to 1013.33(12), if the determination is affirmative, school construction may commence and further local government approvals are not required.

Section 5 School Concurrency Implementation

Section 5.1 Procedures
5.1.1 Key Concurrency Components

1. the 5-Year Work Program for facilities that are located within the unincorporated areas of the County; and
2. those aspects of the Public School Facilities Element of the Comprehensive Plan that are common to the County and municipalities in the County.
3. level of service (LOS) standards;
4. concurrency service areas;
5. procedures for monitoring school demand and capacity;
6. procedures and methodology for making concurrency determinations for development approvals
7. mitigation options and processes;
5.1.2 Five-Year Facilities Work Program

(a) Amendments to the 5-Year Work Program
Amendments to the Work Program, other than the annual updates addressed in Section 2.2 of this Agreement, may occur only pursuant to the process set forth in Section 5.7 of this Agreement.

(b) County Capital Improvements Element
Annually, the County will consider an amendment to the plan's Capital Improvement Element (CIE) in order to incorporate the School Board's adopted Work Program. Following a Work Program update or amendment, made in accordance with this Agreement, the County will consider further amendments to its CIE to incorporate such updates or amendments during the immediately subsequent round of Comprehensive Plan amendments.

Section 5.2 Level-of-Service Standards

5.2.1 Pursuant to Section 163.3180(13)(b), F.S., the level of service (LOS) standards set forth herein shall be applied consistently within each local government in Hillsborough County for purposes of implementing school concurrency, including determining whether sufficient school capacity exists to accommodate a particular development proposal, and determining the financial feasibility of the School Board's Work Program.

5.2.2 The LOS standards set forth herein shall be included in the capital improvements element of the County's Comprehensive Plan and shall be applied consistently by the County and the School Board districtwide to all schools of the same type.

5.2.3 The LOS standards may be amended only pursuant to the procedure set forth in Section 5.7 of this Agreement.

5.2.4 The LOS standard to be used by the County and the School Board to implement school concurrency shall be as follows:

(a) Elementary: 100% of permanent FISH capacity as adjusted by the school board annually to account for measurable programmatic changes.

(b) Middle: 100% permanent FISH capacity as adjusted by the school board annually to account for measurable programmatic changes.

(c) High: 100% of permanent FISH capacity as adjusted by the school board annually to account for measurable programmatic changes.

(d) Special Purpose: 100% of permanent FISH capacity as adjusted by the school board annually to account for measurable programmatic changes.

For purposes of this subsection, a "measurable programmatic change" means a change to the operation of a school that has consistent and measurable capacity impacts including, but not limited to: double sessions, floating teachers, year-long schools and special educational programs.

Section 5.3 School Concurrency Service Areas

5.3.1 School Concurrency Service Areas (CSAs) shall be coterminal with the attendance zones for elementary, middle, and high schools.
5.3.2 Future amendments to the CSAs, other than periodic adjustments to school attendance zone boundaries, may be accomplished by the School Board only after review and comment the County and municipalities within Hillsborough County as provided in Section 5.7 of this Agreement. CSAs shall be established and subsequently modified to maximize available school capacity and make efficient use of new and existing public school facilities in accordance with the LOS standards set forth in this agreement, taking into account school policies to:

(a) minimize transportation costs,
(b) limit maximum student travel times,
(c) effect desegregation plans,
(d) achieve socio-economic, racial and cultural diversity objectives,
(e) recognize capacity commitments resulting from local governments' development approvals for the CSA and
(f) recognize capacity commitments resulting from local governments' development approvals for contiguous CSAs.

5.3.3 CSAs will be described geographically in the Comprehensive Plan pursuant to Section 163.3180(13)(g)(5), F.S. Maps of the CSA boundaries will be included as "support documents" as defined in Section 9J-5.003 F.A.C., and may be updated from time to time by the School Board.

Section 5.4 Demand Monitoring and Evaluation
The County shall provide the following information to the School Board at least two weeks prior to the quarterly meetings required by Section 1.1.1 of this agreement to facilitate demand projection and student generation rate trends:

1) Geo-referenced building permit and certificate of occupancy data;
2) Summary of actions on preliminary and final plats;
3) Summary of site development plan approvals for multi-family projects; and
4) Summary of vested rights determinations pursuant to Article XI, Part 11.02.00 of the LDC and other actions that affect demands for public school facilities.

Section 5.5 Applicability and Capacity Determination
5.5.1 Applicability

(a) School concurrency applies only to residential development, or a phase of residential development requiring subdivision plat approval or site development plan approval, or its functional equivalent, approved after the effective date of the PSFE, as implemented in LDC Section 4.02.00.

(b) Residential development shall only be considered exempt from the requirements of school concurrency in accordance with the PSFE.

5.5.2 Process for Determining School Facilities Concurrency

(a) In accordance with LDC Section 4.02.05, an application for a mandatory determination of capacity shall be submitted concurrently with either a subdivision preliminary plat or preliminary site development plan.
Hillsborough County
Interlocal Agreement

(b) Upon the receipt of a complete School Concurrency Application, the County will transmit the application to the School Board for a determination of whether there is adequate school capacity, for each level of school, to accommodate the proposed development, based on the LOS standards, CSAs, and other standards set forth herein and in the LDC.

(c) The School Board may elect to establish a school concurrency review fee to be paid by the applicant that will accompany the completed application sent by the County or delivered to the School Board prior to any school concurrency review commences.

(d) For the purposes of reviewing development applications for school concurrency provided in this agreement, the School Board shall apply the following review parameters:

1. 15 working days for Preliminary Plat and Preliminary Site Development Plans

(e) Within the number of days indentified in Section 5.5.2(d), the School Board shall report in writing to the County:

1. whether adequate school capacity exists for each level of school, based on the standards set forth in this Agreement; or

2. if adequate capacity does not exist, whether appropriate mitigation can be accepted, and if so, acceptable options for mitigation, consistent with this Agreement.

(f) If the School Board determines that adequate capacity will not be in place or under actual construction within 3 years after the issuance of subdivision final plat or site development construction plan approval and mitigation is not an acceptable alternative, the County will not issue a School Concurrency Determination and will not accept or process a development application.

(g) If the School Board determines that adequate capacity does not exist but that mitigation is an acceptable alternative, the development application will remain active pending the conclusion of the mitigation negotiation period described below.

(h) The County will issue a School Concurrency Determination only upon:

1. the School Board’s written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of subdivision final plat or site development construction plan approval for each level of school without mitigation; or

2. the execution of a legally binding mitigation agreement between the School Board, the County and the applicant, as provided by this Agreement.
5.5.3 Concurrency Determination Standards

(a) Definitions. The terms used in this subsection shall be defined as follows:

1. Available school capacity - the circumstance where there is sufficient school capacity, based on adopted LOS standards, to accommodate the demand created by a proposed development.

2. Capacity - "capacity" as defined in the FISH Manual.

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

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

5. Permanent FISH Capacity - capacity that is added by "permanent buildings," as defined in the FISH Manual.

6. Planned school facilities – school facility capacity that will be in place or under actual construction within three (3) years after the issuance of Subdivision Final Plat or Site Development Construction Plan approval, pursuant to the School Board's adopted 5-Year Work Program.

7. Previously Approved Development – development approved as follows:
   a. Single family lots of record having received Subdivision Final Plat approval prior to the effective date of amendments to LDC Section 4.02.00 to establish school concurrency.
   b. Multi-family residential development having received site development construction plan approval prior to the effective date of amendments to LDC Section 4.02.00 to establish school concurrency.

8. Reserved capacity – School facility capacity set aside for a development.

9. Total school facilities – Existing school facilities and planned school facilities.

10. Used capacity – School facility capacity consumed by or reserved for preexisting development. For the purpose of concurrency reviews, the 40-day membership count at existing school facilities will be used to determine "capacity consumed".

11. Work Program – the financially feasible 5-year school district facilities work program adopted pursuant to section 1013.35, F.S. Financial feasibility shall be determined using professionally accepted methodologies.

(b) School Capacity Calculations. The School Board will determine whether adequate school capacity exists for a proposed development, based on the LOS standards, CSAs, and other standards set forth in this Agreement, as follows:
Hillsborough County
Interlocal Agreement

1. Calculate total school facilities by adding the capacity provided by existing school facilities to the capacity of any planned school facilities.

2. Calculate available school capacity by subtracting from the total school facilities the sum of:

   a. Used capacity;

   b. The portion of reserved capacity projected to be developed within three years;

   c. The portion of previously approved development projected to be developed within three years; and

   d. the demand on schools created by the proposed development.

(c) Concurrency Service Areas: In determining whether there is sufficient school capacity to accommodate a proposed development, the School Board will:

1. Consider whether the CSA in which the proposed development is situated has available school capacity, based on the formula above.

2. In the event that the CSA in which the proposed development is situated does not have available school capacity, the School Board will determine whether a contiguous CSA has available school capacity in accordance with the policies adopted in the Public Schools Facilities Element.

Section 5.6 Mitigation Alternatives
In the event that the School Board reports that mitigation may be accepted in order to offset the impacts of a proposed development, where the LOS standards set forth in this Agreement otherwise would be exceeded, the following procedure shall be used.

(a) The applicant shall initiate in writing a mitigation negotiation period with the School Board in order to establish an acceptable form of mitigation, pursuant to Section 163.3180(c), F.S., LDC Section 4.02.08 Adequate Public Facilities, and this Agreement.

(b) Acceptable forms of mitigation may include:

1. The donation, construction, or funding of school facilities sufficient to offset the demand for public school facilities to be created by the proposed development; and

2. The creation of mitigation banking within designated areas based on the construction of a public school facility in exchange for the right to sell capacity credits. Capacity credits shall be sold only to developments within the same concurrency service area or an adjacent concurrency service area;

3. Establishment of a Charter School with facilities constructed in accordance with the State Requirements for Educational Facilities (SREF) and consistent with the School District of Hillsborough County's Prototype Educational Specifications in use at the time of construction and subject to
Leon County Student Generation Rate

<table>
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<th>Property Use</th>
<th>Mobile Homes</th>
<th>Multi-Family &lt; 10 units</th>
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6.9 The City will amend its Land Development Regulations to require a member appointed by the School Board serve on the Development Review Committee.

SECTION 7. PROPORTIONATE FAIR-SHARE MITIGATION.

7.1 In the event that there is not adequate capacity within the schools impacted by a proposed residential site and development plan, the School Board shall consider proportionate fair-share mitigation options, and if acceptable, will enter into a binding agreement with the developer and the City or County, as applicable, to mitigate the impacts from the development through the creation of additional school capacity. The development agreement must address payment and receipt of mitigation fees, or other acceptable forms of mitigation, if option 7.6.1 is exercised by the developer and acceptable to the School Board.

7.2 When the student impacts from a proposed residential development would cause the adopted LOS to fail, the developer’s proportionate fair-share mitigation for the development will be based upon the number of additional student stations necessary to meet the established LOS. The amount to be paid by the developer will be calculated utilizing the cost per student station allocations for elementary, middle and high school, as published by the Department of Education (DOE), and adjusted by the School Board to reflect local conditions, such as land and infrastructure costs.

7.3 The following methodology shall be used to calculate the developer’s proportionate fair-share mitigation amount:

<table>
<thead>
<tr>
<th>Proportionate Share = (Development Students(^a) - Available Capacity(^b)) \times Total Cost(^c) Per Student Station</th>
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<td>Where:</td>
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<tr>
<td>(^a) Development Students = Students generated by the proposed development that are assigned to the particular school</td>
</tr>
<tr>
<td>(^b) Available Capacity = FISH Capacity − (actual enrollment + vested)</td>
</tr>
<tr>
<td>(^c) Total Cost = the cost per student station as determined and published by the DOE, adjusted by the School Board to account for land costs and infrastructure costs, as determined and published annually in the School District’s Five-Year Capital Facilities Plan</td>
</tr>
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</table>

7.4 The applicant will negotiate an acceptable mitigation option with the School Board prior to approval of the development order, and the mitigation option shall be reduced to writing in the form of a binding development agreement submitted to the County or City, as applicable, for approval.
The School Board of Leon County
Bylaws & Policies

Unless a specific policy has been amended and the date the policy was revised is noted at the bottom of that policy, the bylaws and policies of The School Board of Leon County were adopted on September 4, 2012, and were in effect beginning September 5, 2012.

8100.01 - SCHOOL CONCURRENCY

Recognizing the importance of local government cooperation and the requirements of F.S. 163.3180, on concurrency, the School Board hereby adopts and incorporates this policy for school concurrency.

Interlocal Agreement

The interlocal agreement was executed by the City of Tallahassee, Leon County and the Board in August 2006. The agreement delineated the procedures for a school concurrency coordinating committee and working group. The agreement also determined the process for cooperatively implementing school concurrency. The Board hereby adopts the provisions of the interlocal agreement relating to the Board as its policy and incorporates the interlocal agreement in this policy by reference.

Proportionate Share

As defined in F.S. 163.3180, proportionate share is a developer’s share of student costs when a development will cause a school to exceed its Florida DOE defined capacity. The Public School Facilities Element of the Leon County Comprehensive Plan defines proportionate share is determined by the anticipated number of students produced by a development minus the current available capacity of the school for which it is zoned multiplied by the total cost of each student station as defined annually by the Florida DOE. The formula for computing proportionate share is:

\[
\text{Proportionate Share} = (\text{Projected Number of Development Students} - \text{Available Capacity}) \times \text{Cost of Student Stations}
\]

Student Generation Rate

The student generation rate is used to compute the projected number of development students in the proportionate share formula and is based on Leon County property, population, and student data from May 2008. The student generation rate uses this unique community data to determine the impact of local geographic areas, property use, and base square footage, on the number of students likely generated by a new development. The student generation rate is computed using the following formula using the property use multiplier, geographic area multiplier and base square foot multiplier set forth below, which is incorporated herein by reference:

\[
\text{Student Generation Rate} = \left( \frac{\text{Property Use Multiplier} + \text{Geographic Area Multiplier} + \text{Base Square Foot Multiplier}}{3} \right)
\]

The multipliers for the student generation rate as determined based on Leon County data, are as follows:

<table>
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<tr>
<th>Property Use</th>
<th>Mobile Homes</th>
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The School Impact Analysis Form was developed by the Tallahassee-Leon County Planning Department for the Board to report the projected impact of development on the School District. This form shall be completed by authorized District staff in accordance with the interlocal agreement and this policy and upon the request of the Tallahassee-Leon County Planning Department, approved by the Board, and returned for the Planning Department’s consideration and use in determining concurrency. Any variance from or waiver of the requirements of this policy shall be approved by the Board in accordance with the provisions of F.S. 120.542.

F.S. 163.3180, 1001.41

Adopted 10/8/13
Revised 7/21/15

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10.2 When the student impacts from a proposed development would cause the adopted Level of Service to fail, the developer's proportionate share mitigation for the development will be based on the number of additional student stations necessary to meet the established level of service. The amount to be paid will be calculated utilizing the actual cost per student station allocations for elementary, middle and high school, as established by the current construction costs in Nassau County, the Florida Department of Education, plus a share of the land acquisition and infrastructure expenditures for school sites as determined by the Nassau County School District, County, City and Towns.

(a) The methodology used to calculate a developer's proportionate share mitigation shall be as follows:

\[ \text{Proportionate Share} = (\text{Development students} - \text{Available Capacity}) \times \text{Total Cost per student station}; \]

Where \( a \): Development students = Students generated by development that are assigned to that school.

Where \( 1 \): Total Cost = the cost per student station as determined by the School District, the Florida Department of Education and the current construction costs in Nassau County, plus a share of the land acquisition and infrastructure expenditures for school sites as determined by the Nassau County School District, County, City and Towns.

10.3 The applicant shall be allowed to enter into a ninety (90) day negotiation period with the School Board in an effort to mitigate the impact from the development through the creation of additional school capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable agreement with the School Board and the local government with jurisdiction over the approval of the development order.

10.4 A mitigation contribution provided by a developer to offset the impact of a residential development must be directed by the School Board toward a school capacity project identified in the School District's Educational Facilities Plan. Capacity projects identified within the first three (3) years of the Educational Facilities Plan shall be considered as committed in accordance with Section 9.4 of this Agreement.

10.5 If capacity projects are planned in years four (4) or five (5) of the School District's Educational Facilities Plan within the same Concurrency Service Area as the proposed residential development, the developer may pay his proportionate share to mitigate the proposed development in accordance with the formula provided in Section 10.2(a).

10.6 If a capacity project does not exist in the School District's Educational Facilities Plan, the School Board may add a capacity project to satisfy the impacts from a proposed residential development, as long as financial feasibility of the Educational Facilities Plan can be maintained. Mitigation options may include, but are not limited to:

(a) School construction; or

(b) Contribution of land and/or infrastructure; or

(c) Expansion of existing permanent school facilities subject to the expansion being less than or equal to the Level of Service set for a new school of the same category; or

(d) Paying developer's proportionate share mitigation cost in accordance with the formula provided in Section 10.2(a).

(e) Payment for construction and/or land acquisition.
Local Government that the Applicant is proceeding in good faith to obtain necessary development approvals.

(b) Upon Site Plan Approval, the payment of a minimum one third of the Capacity Reservation Fee or all Proportionate Share Mitigation payments (if any), the Applicable Local Government shall issue a Certificate of School Concurrency. Once the Applicable Local Government has issued a Certificate of School Concurrency, Available School Capacity shall be reserved for the Residential Development for three (3) years. On each annual anniversary date of the Certificate of School Concurrency, the Applicant must pay one third of the Capacity Reservation Fee until such fees have been paid in full. Nothing herein shall preclude the Applicant from prepaying in advance any Capacity Reservation Fees required to be paid by this Section. An extension of a Certificate of School Concurrency for a Residential Development beyond the time authorized in Section 16.7(e) below shall require a de novo review for Available School Capacity to be performed by the Applicable Local Government and School Board. To ensure appropriate enforcement of this section, an Applicable Local Government may impose penalties for late or insufficient payments via duly adopted land development regulations.

(c) Any Capacity Reservation Fees paid shall be credited against payment of School Impact Fees.

(d) The Applicable Local Government shall notify the School Board within forty-five (45) days of any failure of any conditions of a Certificate of School Concurrency for a Residential Development.

(e) Upon a showing that an Applicant is proceeding in good faith and has paid all Capacity Reservation Fees the Applicable Local Government and the School Board may agree to extend the term of a Certificate of School Concurrency for up to three (3) additional years.

(f) An Applicant may only obtain building permits in direct proportion to the amount of Capacity Reservation Fees paid.

(g) If, upon the conclusion of the term of the Certificate of School Concurrency and any extensions approved under Section 16.7(d), an Applicant has not (i) incurred extensive obligations or expenses (other than land purchase costs and payment of taxes) including, but not limited to, legal and professional expenses related directly to the Residential Development or (ii) otherwise substantially changed position in reliance upon the Certificate of School Concurrency, then all reserved or encumbered School Capacity not allocable to units for which building permits have been issued shall become unencumbered and unreserved and a minimum of ninety percent (90 %) of any Capacity Reservation Fees paid shall be refunded to the extent that capacity is no longer reserved. Nothing in this Section shall be interpreted to preclude a Local
Chapter 7: Mitigation

Where, as a result of a CEP or Concurrency review, insufficient capacity is found to exist in a School Attendance Zone or CSA, and is not likely to be available to accommodate the proposed residential density at Preliminary Plat or Site Plan approval or their equivalent, the Applicant may negotiate the development of a Mitigation Agreement with OCPS and the municipality to reserve needed capacity.

7.1 Mitigation Agreements

An Applicant may mitigate for their impacts on a School Attendance Zone or CSA by building new school facilities, providing land for new schools, construct additions to schools, pay Proportionate Share or may negotiate with OCPS to provide other methods of address the lack of school capacity. Commitments to address School Capacity shall be the basis for negotiation of a Mitigation Agreement between OCPS, the municipality and the Applicant. A Mitigation Agreement must provide for the following:

A. The number and type of development units permitted to be built.

B. The phasing of the Applicant’s development project.

C. The type, value and calculation of value of migration to be provided.

D. The timeframe for transferring the property or funding to OCPS

E. The number of years or months that capacity will be reserved and the payment of appropriate Reservation Fees.

F. When Net Proportionate Share and Capacity Reservation Fees to be paid, the impact fee that will be generated by the development, when they shall be paid, and the amount of impact fee credits that will be provided to the Applicant as a result of mitigation.

7.2 Calculation of Proportionate Share Payments

Proportionate Share payments are one method of meeting the Concurrency requirements. Proportionate share is the proportionate cost of constructing needed permanent school facilities. The Proportionate Share (sometimes called fair share) is calculated based on the average or actual cost of constructing a permanent student station and is designed to accelerate the construction of currently planned schools in the Capital Outlay Plan.

This method of meeting the concurrency requirements is only available when a school is scheduled for construction in the affected area and funding for the school is anticipated in the OCPS Capital Outlay Plan. Proportionate Share can be calculated using estimates of actual or average student station cost provided for in the latest OCPS Impact Fee Study or the actual cost
of constructing a facility or needed improvement. OCPS staff shall use the most appropriate method based on the facilities needed to accommodate the growth.

Proportionate share, using the weighted average cost per student station as provided for in the Orange County Public School Impact Fee Study is calculated as follows:

Total Single Family Units to be Developed \( \times \) Student Generation Rate
Total Multi-family Units to be Developed \( \times \) Student Generation Rate
Total Mobile Home Units to be Developed \( \times \) Student Generation Rate

\[= \text{Number of Student Stations Needed}\]

\[
\text{Single Family Units} \times \text{Weighted Average Cost per Station} = \text{Proportionate Share} \\
\text{Multi-family Units} \times \text{Weighted Average Cost per Station} = \text{Proportionate Share} \\
\text{Mobile Home Units} \times \text{Weighted Average Cost per Station} = \text{Proportionate Share}
\]

\[\text{Total Proportionate Share Amount}\]

If an actual cost method were used to calculate Proportionate Share, the actual cost of constructing the needed facility would be substituted for the Weighted Average Cost per Student Station provided for in the formula above.

### 7.3 Mitigation for Projects Outside the Capital Outlay Plan

Applicants whose Development’s are located in CSAs that do not have sufficient capacity to accommodate development are not eligible to pay proportionate share if the Capital Outlay Plan has no schools planned in the ten-year planning period that relieves the affected CSA. In order for this type of Development to become eligible for Proportionate Share, an executed mitigation agreement between the Applicant, OCPS and the affected local government must accomplish one of the following:

1. The advancement of a school construction project that provides the needed capacity, within ten (10) year CIP at the School Board’s next annual Capital Outlay Plan update, or
2. Creation of a new project in the Capital Outlay Plan that provides for the needed capacity within three (3) years of approval of the Applicant’s Preliminary Plat, Site Plan approval or functional equivalent.
3. Contribute proportionate share to an Accelerated School construction project that was advanced by the Applicant or another development project.

In order for a residential development to meet concurrency, mitigation must be directed at the construction of new schools, construction of school additions or participation in a District approved School Mitigation Bank. Mitigation Banks shall be created by agreement with OCPS.
and shall commit to construct or fund the needed facilities prior to the Development occurring, on behalf of the Applicant or a group of Applicants, through the sale of Mitigation.

7.4 Refunds of Proportionate Share and Impact Fees

Proportionate Share payments or Net Proportionate Share payments negotiated as part of a Mitigation Agreement and paid at or before Preliminary Plat or Site Plan or functional equivalent are not refundable. Refunds of Capacity Reservation fees and Impact Fees are governed by Ordinances of the municipality where the project is located.

Where no local ordinances exist governing the refund or Capacity Reservation fees or impact fees, the following procedures shall apply:

A. Capacity Reservation fees paid by an Applicant to reserve capacity until the Preliminary Plat or Site Plan or functional equivalent is approved are 100% refundable if the project is abandoned prior to the final land use approval by the municipality or in the event that the Governing Board of the Municipality does not approve the land use change requested in the application.

B. Subsequent to the approval by the municipality of the land use change, where a project or a portion of a project is abandoned in an unplatted or unusable condition, ninety percent (90%) of the Capacity Reservation Fee attributable to the unplatted or un-permitted portion of the project may be refundable.

C. Impact fees paid by the Applicant at the approval of Preliminary Plat or Site Plan or functional equivalent are not refundable. Impact fees paid will be assigned to the land and credited to future development on the land and those credits are transferable to new owners. In the event that a single-family project is abandoned, impact fees paid by the Applicant may be refundable for only those portions of the project that remain unplatted.

7.5 Impact Fee Credits for CEP and Concurrency Improvements

The cost of land or construction of school improvements, payment of Proportionate Share and participation in a mitigation bank may, upon approval by the School Board, provide impact fee credits to the Applicant. For the cost of new construction, renovating or modifying school facilities, impact fee credits may only be granted where the improvements result in an increase in the permanent capacity to the school or the CSA. Impact fee credits will not be granted for interest costs associated with advancing schools, the cost of buying, leasing, placing or replacing of portable classrooms or where the improvements are of a temporary nature. Charter Schools that serve only residents of the proposed development and Charter Schools not built to State Requirements for Educational Facilities (SREF) standards are not eligible for impact fee credits.

In no instance shall impact fee credits exceed the Proportionate Share, nor shall credits exceed the impact fees that would normally be paid by the Applicant. Impact fee credits and Mitigation Credits are parcel specific and may be assigned to new owners when properties are sold. While Mitigation Credits are not transferable to other parcels, impact fees paid in advance and that
exceed the amount required for the actual lots Platted may be transferred to other parties or refunded if such practice is provided for by the governmental jurisdiction where the project is located. However, Mitigation Credits secured through Mitigation Banks that exceed the levels needed by a member of the bank may be transferred or assigned to other members by the bank and applied to other bank funded projects within the same CSA or as otherwise provided for in the Bank’s agreement with OCPS.

7.6 Proportionate Share and Impact Fee Payments
The Applicant must pay the Net Proportionate Share provided for in a Concurrency Recommendation or Mitigation Agreement and a Capacity Reservation Fee equal to 1/3 of the anticipated school impact fees at upon Preliminary Plat and/or Site Plan approval or their functional equivalent or upon execution of the agreement as follows:

\[
\text{Net Prop Share} = \text{Proportionate Share} - \text{Impact Fees} \\
+ \text{Capacity Reservation Fee} = \frac{1}{3} \text{of the Developments total impact fees} \\
= \text{Amount Due at Favorable Concurrency Recommendation}
\]

Fees must be paid within 180 days following the Execution of a Mitigation Agreement or the issuance of the Concurrency Recommendation but not later than the day of the Municipality’s approval of the action, which generated the CEP or Concurrency Application.

Where a Concurrency Recommendation that Capacity is available is issued, or a Mitigation Agreement is executed at FLUM or Rezoning and appropriate Net Prop Share and Reservation Fees are paid, OCPS shall consider Concurrency to have been met at all subsequent steps in the development approval process for three (3) years.

If the Applicant fails to obtain approval of a Preliminary Plat or Site Plan, or functional equivalent within three (3) years of the execution date, the Planning Directors of OCPS and the affected jurisdiction may extend Concurrency up to three (3) additional years. Extensions may be approved if the Applicant can show he is making a good faith effort to move the project forward, in addition to OCPS determining that capacity will continue to be available, and payment of additional reservation fees.

The following table describes the timing of payment of Reservation Fees, Net Proportionate Share and Impact fees under the various types of approval scenario.
Table 2 – Timing of CEP and Concurrency Payments

<table>
<thead>
<tr>
<th>Approval Without Mitigation</th>
<th>Approval of FLUM/ Rezoning Application By Municipality</th>
<th>Approval of Preliminary Plat/Site Plan/Functional Equivalent</th>
<th>Approval of Single Family Plat/Multi-Family Building Permit</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEP Determination¹</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CEP and Early Concurrency</td>
<td>Reservation Fee Paid ²</td>
<td></td>
<td>Impact Fees (Less Credits)</td>
</tr>
<tr>
<td>Concurrency</td>
<td></td>
<td>Reservation Fee Paid ²</td>
<td>Impact Fees (Less Credits)</td>
</tr>
</tbody>
</table>

| Approval With Mitigation     |                                                      |                                                           |                                                          |
| CEP                      | Net Prop. Share ³                                    | Impact Fees ⁴                                            |                                                          |
| CEP and Early Concurrency   | Reservation Fee ²                                    | Impact Fees ⁴ (Less Credits)                             |                                                          |
| Concurrency                | Net Prop. Share ³                                    | Impact Fees ⁴ (Less Credits)                             |                                                          |

¹ CEP Capacity Determination does not exempt or vest the Applicant from Concurrency

² Capacity Reservation Fee is equal to 1/3 of the Development’s estimated impact fees. An additional 1/3 shall be paid annually on the anniversary date of the Development Approval until such fees have been paid in full.

³ Net Proportionate Share is equal to the Mitigation required in the Executed Agreement less the estimated Impact Fees for the Project.

⁴ Impact Fee are paid at Preliminary Plat or Site Plan Approval to allow sufficient time to the OCPS to make the needed improvements to satisfy the needs of the Development’s students as provided for in the Mitigation Agreement.
(4) The development in CSA 19 will be re-evaluated based on the new data for that CSA.

6. Issue Letter of Determination of Concurrency

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

7. Mitigation

(a) Mitigation shall be allowed for those residential development proposals that the SCHOOL DISTRICT determines cannot meet adopted level of service standards. The applicant shall be allowed to enter a ninety (90) day negotiation period with the SCHOOL DISTRICT in an effort to mitigate the impact from the development. Prior to the approval of the mitigation plan, the local government shall have the opportunity to review the mitigation options which shall be limited to those the SCHOOL DISTRICT recognizes and assumes the responsibility to operate, with the exception of charter and private schools, and which will maintain the adopted level of service standards for the first Five years from receipt of the school concurrency Determination Letter. Mitigation options must consider the SCHOOL DISTRICT’S educational delivery methods and requirements, and the State Requirements for Educational Facilities (S.R.E.F.) and may include:

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(1) Donation of buildings for use as a primary or alternative learning facility; and/or

(2) Renovation of existing buildings for use as learning facilities; or

(3) Construction of permanent student stations or core capacity; or

(4) For schools contained in the adopted SCHOOL DISTRICT’S Five-Year Capital Facilities Plan only, upon agreement with the SCHOOL BOARD, the developer may build the school in advance of the time set forth in the SCHOOL DISTRICT’S Five-Year Capital Facilities Plan. The SCHOOL BOARD shall enter into an agreement to reimburse developer at such time as the school would have been funded in the SCHOOL DISTRICT’S Five-Year Capital Facilities Plan; or

(5) Charter School; or

(6) Private School; or

(7) For mitigation measures 1, 2, 3 and 4 above, the developers shall receive impact fee credit.

(8) Upon conclusion of the 90 day period, a second Letter of Determination of Concurrency shall be issued. If mitigation is agreed to, the new Letter of Determination of Concurrency shall find the development is in compliance and shall be conditioned on those mitigation measures agreed to by the developer and the School Board. The mitigation measures shall be memorialized in an agreement between the School District and the
Developer that specifically details mitigation provisions to be paid for by the developer and the relevant terms and conditions. If mitigation is not agreed to, the new Letter of Determination shall detail why any mitigation proposals were rejected and detail why the development is not in compliance.

G. Term of School Concurrency

A Letter of Determination for School Concurrency issued by the SCHOOL DISTRICT shall be valid for one year from the date of issuance. A determination may be extended for two consecutive six-month periods providing the School District receives documentation that the application is progressing in good faith through the local government review process. Once the Local Government Site Specific Development Order is issued, the concurrency determination shall run with the Development Order.

H. Suspension of Concurrency

1. School concurrency shall be suspended in all CSA’s upon the occurrence and for the duration of the following conditions:

   (a) The SCHOOL DISTRICT gives written notice to the COUNTY and the MUNICIPALITIES of the occurrence of an “Act of God” as provided in this AGREEMENT; or

   (b) The SCHOOL BOARD does not adopt an update to its SCHOOL DISTRICT’S Five-Year Capital Facilities Plan by September 15th of each year consistent with the requirements of this AGREEMENT; or
providing permanent capacity to the Board’s inventory of student stations. Use of a charter school for mitigation must include provisions for its continued existence, required attendance by students generated by the development, including but not limited to the transfer of ownership of the charter school property and buildings and/or operation of the school to the School Board.

d. The following standards apply to any mitigation accepted by the School Board:

i. Proposed mitigation must be directed toward a permanent school capacity improvement identified in the School Board’s financially feasible Five Year Work Plan,

ii. Must satisfy the demand(s) created by the proposed development,

iii. Relocatable classrooms are not an acceptable method of mitigation, and

iv. Mitigation must be, at a minimum, proportionate to the demand for public school facilities to be created by actual development of the property.

e. The applicant’s total proportionate share mitigation obligation to resolve a capacity deficiency shall be based on the following formula:

i. By school level multiply the number of new student stations required to serve the new development by the average cost per student station at that level as defined by the Florida Department of Education, Office of Educational Facilities (FDOE/OEF).

ii. The average cost per student station shall include both on-site and off-site school facility development costs and land costs.

iii. Cost of living multipliers shall be applied to the average cost per student station to offset increasing material, labor and land costs.

iv. In the event that actual cost has exceeded DOE averages and the cost of living multipliers and evidence can be provided of the true cost, an adjusted actual cost can be utilized for the purposes of mitigation negotiations.

v. Pursuant to Section 163.3180(6)(h)2.b, F.S., the applicant’s proportionate share mitigation obligation will be credited toward the school or relevant impact fee imposed by local ordinance for the level or levels of schools, on a dollar-for-dollar basis, at fair market value, after calculation and deduction as relates to the project’s absorption of the new capacity created.

f. For mitigation options provided by the developer, other than by payment of money, the costs associated with the identified mitigation shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence.
APPENDIX “E”
Summary of Capacity Computation, Concurrency Evaluation and Proportionate Share Mitigation Process

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

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

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

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

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

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

Step 7: Calculating proportionate share mitigation

Needed additional Student Stations from Step 6
MULTIPLIED BY
Cost per Student Station
EQUALS
Proportionate Share Mitigation Obligation
**HOUSING GENERATION RATES FOR PUBLIC SCHOOLS**

Modified 2015

<table>
<thead>
<tr>
<th>Type of Unit</th>
<th>Elementary</th>
<th>Middle</th>
<th>High</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family</td>
<td>0.196</td>
<td>0.094</td>
<td>0.132</td>
</tr>
<tr>
<td>Multi Family</td>
<td>0.152</td>
<td>0.057</td>
<td>0.068</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>0.181</td>
<td>0.075</td>
<td>0.092</td>
</tr>
</tbody>
</table>
School Concurrency

- With the 2005 adoption of Senate Bill 360 by the Florida Legislature, Florida communities are required to adopt school concurrency by the year 2008. "Concurrency" refers to the provision of adequate public facilities, such as student stations, at the same time these facilities are required by new development or within three years if provided for in a capital improvements program. Orange County is required to adopt school concurrency by December 1, 2008.

- The adoption of Senate Bill 360 also requires that Orange County update its adopted Public School Facilities Element and create and adopt a new "proportionate-share mitigation" option for the "fair share" funding of school facilities. More information about Senate Bill 360 requirements, which includes an Interlocal Agreement, as well as other issues relating to school planning in a growth management context, is available on the Florida Department of Community Affairs (DCA) website: Florida DCA School Planning Webpage.

- School Concurrency became effective in Orange County on September 17, 2008. The implementation of school concurrency required revisions to the Public School Facilities, Capital Improvements, and Intergovernmental Coordination Elements. The revisions to these elements were adopted by Ordinance # 2008-11 (1 MB). School Concurrency requires on-going coordination with Orange County Public Schools; the Amended Interlocal Agreement (1 MB) for Public School Facility Planning and Implementation of Concurrency details the required coordination and outlines the requisite procedures.

For more information on vested rights or to apply for school concurrency, please contact the Concurrency Management Office at 407-836-0977. For all other questions, please contact Nikki Williams, AICP at 407-836-5882 or Chenicqua.Williams@ocfl.net.

Frequently Asked Questions about School Planning

What schools serve my neighborhood or proposed development, and do they have capacity?
Current school capacity and enrollment data are on the OCPS website. Along with attendance zone maps for elementary, middle, and high schools.

**What is a Capacity Enhancement Agreement (CEA)?**

As part of its review of Comprehensive Plan amendments and rezoning requests that would increase residential density, Orange County Public Schools (OCPS) reports the status of school capacity at schools impacted by the proposed development and the impact of vested projects impacting the same schools. Where capacity will not be available to serve students from new development, the developer may enter into a Capacity Enhancement Agreement (CEA) with OCPS to develop strategies for providing schools or additional funding for capacity enhancement to ensure that capacity is available. Proposed CEA's are reviewed by OCPS and, if approved by the School Board, are reflected in binding agreements with the landowners that ensure school capacity would be available to meet the needs of the proposed development.

**How does the recent Orange County charter amendment affect school planning and Capacity Enhancement Agreements?**

On November 2, 2004, Orange County voters approved Charter Amendment #6 to require joint county and municipal approval of zoning or comprehensive plan amendments affecting overcrowded public schools, which was later implemented through Orange County Ordinance 2006-04 (effective May 9, 2006). As a result, local governments in Orange County defined as "significantly affected" all must approve the proposed change in zoning or residential density in a jurisdiction, if Orange County Public Schools (OCPS) cannot certify that school capacity would be available or provided through a Capacity Enhancement Agreement. An associated interlocal agreement also became effective May 9, 2006, to outline the coordination process between local governments in Orange County, OCPS, and applicants proposing residential rezonings and comprehensive plan amendments. Copies of the charter amendment and interlocal agreement (3 MB) are available.

**What can you tell me about school impact fees?**

School impact fees are a way to recognize the cost of development and land use on the local school system. Orange County school impact fees are charged to all residential development, both in incorporated and unincorporated areas. School impact fees are collected by the County and municipalities and forwarded to the School Board. As of January 28, 2008, school impact fees are $11,829 for a
School Capacity

single-family residence, $6,647 for a multifamily residence, and $6,344 for a mobile home. The school impact fee study was updated in July 2007 (School Impact Fee Study 130 KB). Per Ordinance 2007-12, (School Impact Fee Ordinance 3 MB) the school impact fee will increase by 5% per year on a combination of cost and value indices as set forth in the impact fee study. In the event the School Impact Fee ordinance fee schedule is not updated by January 28, 2011, the impact fees shall continue at the rate effective January 28, 2011, until the fee schedule is updated.

What is the School Siting Ordinance?

The Orange County Code specifies the zoning categories where the location of school facilities is permitted. Section 38-1753 of the Orange County Code outlines the regulations for siting school facilities. Criteria for school locations, site standards, access to roads and sidewalks, and proximity to municipal services are described in detail to provide a coordinated and comprehensive standard relating to conditions on or impacting a potential school site. Orange County staff will be working with Orange County Public Schools to update the school siting ordinance in early 2007.

Why must I pay school property taxes?

Under Florida law, all properties are assessed for school taxes. The 2006 adopted school millage rate for Orange County is 7.169, of which 4.9540 is the millage set by the State of Florida. This ad valorem tax funds the public school system, including academic instruction, construction, administration, and support services.

What can you tell me about the half-cent sales tax for schools?

In September 2002 Orange County voters approved a half-cent sales tax increase to provide additional funding to build new schools and renovate or replace existing ones. Concurrently, the local school property tax would be reduced by one-half (0.5) mill for as long as the sales surtax is in effect; for a period of 13 years, beginning January 2003 and ending December 2015.

What is the Martinez Doctrine?

Beginning in March 2000, Orange County's practice of linking certain land use changes to school capacity was termed the Martinez Doctrine, after former Orange County Mayor Mel Martinez.
Under this directive, if a rezoning or comprehensive plan amendment had an adverse impact on schools, staff recommends denials of the request as exceeding the capacity of public infrastructure, which is inconsistent with Orange County's Comprehensive Policy Plan. The adoption of this practice has led to more coordination and information sharing with Orange County Public Schools staff, and created a mechanism where developments denied under the Doctrine can enter into Capacity Enhancement Agreements with the School Board to mitigate adverse impacts. This practice has withstood judicial challenge up to the Florida Supreme Court.
School Board, the County and Cities shall make any necessary adjustments to effectuate the modifications.

If, in the future, one or more parties to this Agreement desire to utilize a different method of determining concurrency service areas other than the School Board high school attendance zone boundaries, the proposed modifications shall be submitted as provided in Section 9 above and in accordance with the above criteria. Use of different criteria for determining concurrency service areas other than high school attendance zone boundaries, shall be agreed by all parties and will be documented as data and analysis in each Public School Facilities Element, and shall require an amendment in each local government comprehensive plan, and modification of this Agreement.

(c) The uniform methodology for determining if a particular school is overcapacity shall be determined by the School Board and adopted into the County’s and Cities’ public school facilities element. The School Board hereby selects the permanent FISH capacity based on utilization rate as the uniform methodology.

The School District shall ensure to the extent practicable, maximum utilization of the permanent FISH capacity based on utilization rate, taking in to account transportation costs, court-order desegregation order, and other factors as included in Section 10 (b). Maximum utilization refers to distributing students among the existing capacity as evenly as possible. Methods for the School District to maximize utilization may include attendance zone changes, school choice, expansion of existing facilities that are below the established level of service for a new school of the same type, or other educationally acceptable teaching and/or scheduling methods.

(d) In the event that there is sufficient capacity in the affected concurrency service area, the development may proceed.

In the event that there is not sufficient capacity in the affected concurrency service area, but sufficient capacity exists in the adjacent concurrency service area, then the development may proceed, but the students resulting from the development shall be assigned/zoned to the adjacent concurrency service area and the available capacity.

In the event that there is not sufficient capacity in the affected concurrency service area or the adjacent concurrency service area, proportionate share mitigation shall be required to address the
impacts of the proposed development. The developer shall also have the option to be delayed to a date when capacity and level of service can be assured.

In the event that the proportionate share mitigation option is selected, the mitigation shall be negotiated and agreed to by the School District, developer and affected local government party and shall be sufficient to offset the demand for public school facilities projected to be required by the development.

The required Proportionate Share Mitigation amount shall be calculated using the following formula:

\[(\text{# of housing units by type}) \times (\text{student generation rate by geographic location and type of unit}) \times (\text{generation rate by student level}) \times (\text{student station cost adjusted to local costs and land value}) - \text{applicable credits} = \text{proportionate share mitigation amount}\]

This calculation should be repeated for all applicable student levels, i.e. elementary, middle and high school.

Acceptable forms of mitigation shall include:

- School construction
- Contribution of land
- Expansion of existing permanent school facilities subject to the expansion being less than or equal to the level of service set for a new school of the same category.
- Payment for construction and/or land acquisition
- Establishment of a Charter School with facilities constructed in accordance with the State Requirements for Educational Facilities (SREF).
- Mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits. Capacity credits shall be sold only to developments within the same concurrency service area or an adjacent concurrency service area.
- Educational Facilities Benefit Districts

Any mitigation accepted by the School Board shall:

- be allocated toward a permanent school capacity improvement identified in the School District’s financially feasible Five Year Facilities Workplan which satisfies the demands created by the proposed development.
Interlocal Agreement for School Concurrency—Adoption

- be proportionate to the demand projected to be created by the proposed development.

- be executed by a legally binding agreement between the School Board, developer and affected local government entity. The agreement shall include the terms of mitigation, including the amount, nature and timing, the amount and timing of any impact fee credits and the developers commitment to continuing renewal of the agreement upon its expiration.

Any required amendments to the Five Year Facilities Workplan shall be included in the next update and adoption cycle.

Relocatables shall not be accepted as a means of proportionate share mitigation.

11. The School Board, County and Cities shall use the processes and information sharing mechanisms outlined in this Agreement to adopt the initial public school capital facilities program and public school facilities elements, and to ensure that the school concurrency system is updated, the School Board’s capital facilities plan remains financially feasible in the future, and any desired modifications are made. Updated public school facilities programs will be adopted by reference into the County’s and Cities’ capital improvement elements no later than December 1st of each year.

Comprehensive Plan Amendments, Rezonings, Development Approvals and the School Concurrency Procedure

12. The County and Cities shall transmit to the School District copies of land use and development applications, when submitted to the County or Cities. Land use and development applications shall include, but not limited to, Concurrency Determination applications, Future Land Use Map amendments, rezoning applications, Development of Regional Impact applications and Final Plats.

The School District shall review and provide in writing to the County or Cities an analysis of the impacts generated by the proposed land use and development application within a designated time frame. Impacts shall include but not be limited to, projected student generation and available capacity of appropriate school facilities.

The County and Cities shall incorporate the School District into their Concurrency Management System as established in their Land Development Regulations. Prior to the County or Cities issuing a Final Certificate of Concurrency, the School District shall issue a School Concurrency Determination (SCD), within the designated timeframe.

5.30.08