

Interlocal Agreement for Coordinated Planning, Public Educational Facility Siting and Review and School Concurrency in Clay County

**Clay County
City of Green Cove Springs
City of Keystone Heights
Town of Orange Park
School District of Clay County**

**Effective Date: September 1, 2006
Revised: November 2007**

Prepared For:
Clay County

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**INTERLOCAL AGREEMENT
FOR COORDINATED PLANNING,
PUBLIC EDUCATIONAL FACILITY SITING AND REVIEW
AND SCHOOL CONCURRENCY
IN CLAY COUNTY**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and between the Clay County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred to as the “County”), The Local Governments of Green Cove Springs and Keystone Heights, and the Town of Orange Park, (hereinafter referred to as “Local Governments”) and the School Board of Clay County (hereinafter referred to as the “School Board”), a public agency of the State of Florida, (hereinafter collectively referred to as the “Parties.”)

WHEREAS, the County, the Local Governments and the School Board recognize their mutual obligation and responsibility for the education, nurturing and general well-being of the children of Clay County; and

WHEREAS, the Town of Penney Farms qualifies for exemption pursuant to the provisions of Section 163.3177 (12)(b), Florida Statutes (F.S.); and

WHEREAS, the Parties are authorized to enter into and update this Agreement pursuant to Section 163.01, Section 163.3177(6)(h)2 and Section 1013.33, F. S.; and

WHEREAS, Sections 163.3177(6)(h) 1 and 2, F.S., require each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, per Sections 163.31777, 163.3180(13), and 1013.33 F.S, the County, Local Governments and School Board must update their Public School Interlocal Agreement to establish school concurrency; and

WHEREAS, Section 163.3180(13), F.S, requires the County, Local Governments and the School Board to adopt a School Concurrency program; and

WHEREAS, Section 1013.33 F.S, requires coordination of planning between the School Boards and local governing bodies to ensure that new or expanded public educational facilities are facilitated and coordinated in time and place with plans for residential development concurrently with other services; and

WHEREAS, the County, Local Governments and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities’ planning programs. These benefits include: (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the School Board, Local Governments and County through the reduction of student travel times and the placement of schools to take advantage of existing and planned roads, water lines, sewer lines and parks, (3) improved student access and safety by

coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the Local Governments and County, (4) better location and design of schools so that they serve as community focal points, (5) improved location and design of schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) better location of new schools and expansion and remodeling of existing schools in order to reduce pressures contributing to urban sprawl; and

WHEREAS, the Clay County Comprehensive Plan was amended on March 27, 1997 to implement the requirements of Section 163.3177(6)(a), F.S., said amendment being found in compliance by the DCA and currently effective; and

WHEREAS, Section 1013.33(14), F.S, allows a local government and the School Board to agree on an alternative review process; and

WHEREAS, through this agreement the Parties wish to maintain and enhance their cooperative and productive relationship regarding the exchange of information relating to planning efforts, the planning and construction of offsite infrastructure and the establishment of an alternative process for review of future school sites by the County; and

WHEREAS, pursuant to Section 1013.33(3)(d), F.S, the School Board may request that the local government construct certain offsite infrastructure to support the construction or remodeling of a school; and

WHEREAS, the School Board is committed to plan for and select school sites which are coordinated with the Comprehensive Plans of the Local Governments and County and therefore minimize the need for said offsite infrastructure; and

WHEREAS, Clay County and the Local Governments are committed to construct said offsite infrastructure, subject to a determination of financial feasibility; and

WHEREAS, the County and Local Governments are entering into this Agreement in reliance on the School Board's obligation to prepare, adopt and implement a financially feasible capital facilities program to achieve public schools operating at the adopted level of service consistent with the timing specified in the School District's Educational Facilities Plan (EFP), and the School Board's further commitment to update the plan annually to add enough capacity to the EFP in each succeeding fifth year to address projected growth in order to maintain the adopted level of service and to demonstrate that the utilization of school capacity is maximized to the greatest extent possible pursuant to Section 163.3180 (13)(c)2, F.S.; and

WHEREAS, the School Board, is entering into this Agreement in reliance on the obligation of the County and Local Governments to adopt amendments to their local comprehensive plans to impose School Concurrency as provided in Section 163.3180(13), F.S.

NOW THEREFORE, be it mutually agreed between the Parties that the following requirements, definitions, criteria, standards and procedures shall be utilized in the siting and review of site plans for public school facilities, coordinated land use planning, and school concurrency:

SECTION 1 TERMS OF THE AGREEMENT AND AMENDMENT PROCESS

1. This Agreement is entered into pursuant to the provisions of Section 163.01, F.S., commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, including, but not limited to the following specific provisions:
 - a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.
 - b) This Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.
 - c) As a condition precedent to its effectiveness, this Agreement and any subsequent amendments or extensions shall be filed with the Clerk of the Circuit Court of Clay County.
2. If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.
3. The Parties agree that they will execute any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.
4. No waiver by the Parties of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.
5. That the construction of public educational and ancillary plants shall be controlled by the Florida Building Code as set forth in Section 1013.371 F.S., which, in addition to other statutory provisions, exempts the School Board from local building codes, interpretations, building permits and assessments of fees for building permits, ordinances, road closures, and impact or service availability fees.
6. By a separate Interlocal Agreement, the Parties shall develop a plan to implement their respective statutory obligations to provide emergency shelters to the citizens of Clay

County, utilizing public schools whenever both parties deem such utilization appropriate. The parties hereby acknowledge that they have entered into such agreement.

7. If the Parties to this Agreement fail to resolve any conflicts related to issues covered in this document, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapters 164 and 186, F.S.
8. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.

SECTION 2 COORDINATION OF PLANNING

1. To assist in coordinating planning efforts, the County and the Local Governments shall initiate the compilation of the data and reports identified below and provide such information to the School Board on the schedule identified. The initial data/report is to be provided to the School Board by the local governments no later than March 1st of each year, and shall include the following:
 - a) A copy of the Annual Building Permit Report for the prior year, summarizing the building permit activity by location;
 - b) A copy of the most current socioeconomic data prepared for future year transportation modeling, which is used for projecting population by small areas. As the County updates this socioeconomic data on an irregular cycle, responding to need for data to perform transportation modeling, the submittal to the School Board may not represent an update over the previous year;
 - c) County staff shall provide School Board staff with population projections by Traffic Analysis Zone (TAZ). These projections shall be discussed by the Oversight group.
 - d) A copy of the adopted five year schedule of the local governments' capital improvements and a map of the location of all recreational land acquisition, sidewalk and other pedestrian improvements, libraries, and facilities for children's services funded therein.
2. To assist in planning efforts, the School Board shall provide to the County and Local Governments the following by August 1st of each year:
 - a) The tentative Educational Facilities Plan.
 - b) A map identifying educational facility needs and areas in the County which the School Board has identified as potentially suitable for site acquisition to meet those needs.
3. The Educational Plant Survey shall be submitted to the County and the Local Governments at least once every five years.

SECTION 3 SITE SELECTION PROCESS FOR THE PURCHASING OR LEASING OF PROPERTY FOR NEW EDUCATIONAL PLANTS (SCHOOLS) AND THE CONVERSION OR EXPANSION OF EXISTING SCHOOLS

1. The School Board staff shall forward to the applicable local government staff a Site Selection Report no later than 60 days prior to the recommendation of a proposed site to the School Board. The Site Selection Report shall include, at a minimum:
 - a) A map depicting the general location of each site under consideration;
 - b) A map of sufficient detail to identify the specific boundary of each site. A marked tax role map will suffice;
 - c) A summary of the physical characteristics of the site, including soil types, limits of any wetlands and topography, if available;
 - d) A summary of the offsite infrastructure request pursuant to Section 1013.33(3)(d), F.S., for each site, including a written description, map of the location, and requested schedule for construction of the offsite infrastructure; and
 - e) A statement as to consistency with the local government's Comprehensive Plan and of the General Siting Review Criteria in Section 6 of this Agreement.
2. The Site Selection Report shall identify the desired timeline for the school site expansion, conversion or acquisition, and a proposed construction schedule. The Site Selection Report may identify the School Board staff priority ranking of the sites.
 - a) The School Board's staff shall schedule a joint meeting through the County or City Manager's office not later than three (3) weeks after providing the Site Selection Report to the applicable local government.
 - b) The local government's staff shall review the Site Selection Report prior to the joint staff meeting and shall prepare preliminary assessments for discussions.
3. The local government's staff shall prepare a written response to the Site Selection Report to be forwarded to the School Board staff within ten (10) days of the joint staff meeting. The staff response to the Site Selection Report shall, at a minimum:
 - a) Identify whether each site is consistent with the local government's Comprehensive Plan, the General Siting Review Criteria described in Section 6, and the terms of this Agreement;
 - b) Recommend whether additional studies are required to determine the extent of required offsite infrastructure improvements (particularly transportation improvements) and identification of the time and funding necessary to complete said studies. The cost of any/all additional studies shall be borne by the applicable local government;
 - c) Verify the availability of the offsite infrastructure needed for each site;

- d) Identify whether the funding of the offsite infrastructure request will require amendment to a local government Capital Improvements Plan or consideration in future or current year's budgets; and
 - e) The local government shall forward four (4) copies of its staff response to the Site Selection Report to the School District staff.
4. The local government shall hold a public meeting to receive public comment on the Site Selection Report and its staff response to the Site Selection Report.
5. At the conclusion of the public meeting, the local government shall consider the Site Selection Report, its staff response to the Site Selection Report and public comment received during the public meeting. For each site the local government shall act, unless continued by mutual consent of the parties to this Agreement, to:
- a) Identify its commitment to fund all or any portion of the infrastructure request and provide a funding schedule;
 - b) Agree to enter into a formal agreement with the School District to fund the approved infrastructure and cover the timing and responsibility for construction, operation, and maintenance of required on-site and off-site improvements; and
 - c) Confirm a finding of consistency or inconsistency with the Comprehensive Plan, if applicable; and
 - d) Confirm a finding of consistency or inconsistency with the General Siting Review Criteria described in Section 6.
6. Commitments pursuant to sub-paragraph 5(a) above may be delayed by the local government when necessary to determine the extent of the offsite infrastructure improvements required. Said delay shall stay the time for the transmittal of the local government response to the Site Selection Report and all subsequent schedules below until the results of the required studies are available and a second public meeting to consider the results can be advertised and held. Said stay of time shall not exceed sixty (60) days.
- a) The second public meeting shall be scheduled in the month in which the study results are available.
 - b) The local government may rank the sites and provide in depth analysis and comment supporting said ranking to School Board's staff. School Board staff shall, exercising good faith seriously consider the ranking, analysis and comment by the Local Governments to determine whether the highest ranked site is compatible with School Board needs and plans. If School Board staff determines that the local government's highest ranked site is less desirable than the site preferred by School Board staff, School Board staff analysis shall be transmitted to the local government for consideration and further comment, which will then be provided to School Board staff. Reasonable attempts shall be made to accommodate the Local Government suggested siting. If, after further good faith consideration the School Board selects a site other than the one receiving the

Local Government highest ranking, the School Board must provide written justification for its selection to the Local Government, which justification shall address the local government's specific reasons for their selection/ranking and shall be published at any public hearing at which the site acquisition decision is made by the School Board.

- c) Within five (5) days of the meeting defined in sub-paragraph 6(a) above, the local government shall forward its response to the Site Selection Report to the School Board's staff.
7. Upon receipt of the local government's response to the Site Selection Report, the School Board shall meet in a scheduled public meeting to receive information pertaining to one or more sites from the School Board staff. General siting criteria, the local government's response to the Site Selection report, and issues pertaining to site selection shall be presented to the School Board. The preferred site shall be identified. The purpose of this meeting shall be to identify the sites considered, the preferred site, and engage in discussion about pending acquisition. Public input shall be encouraged at this workshop.
8. If the preferred site was determined in the local government's staff response to the Site Selection Report to be inconsistent with its Comprehensive Plan, pursuant to Section 5 of this document, the School Board's staff, with assistance from the local government's staff, shall prepare an amendment to the Comprehensive Plan for submittal to the local government's governing body for consideration. Any amendment shall be subject to the limitation on the submittal of Comprehensive Plan amendments. The School Board shall only proceed to the local government's review of the site plan for the proposed school after the effective date of any Comprehensive Plan amendment designating the site for school use.
9. If the preferred site was determined to be consistent with the local government Comprehensive Plan in the staff response to the Site Selection Report, the required determination of consistency by the local governing body pursuant to Section 1013.33(10), F.S., shall be satisfied provided that the preferred site is generally the site reviewed in the response. Any major changes to the site boundary shall cause the revised preferred site to be subjected to an additional determination of consistency by the local government's staff with final decision by the applicable governing board.
10. The School Board shall hold a special or regular meeting to authorize development of the survey, appraisal(s), and environmental studies for the preferred site. Public input shall be encouraged at this meeting.
11. The School Board shall hold a special or regular meeting to receive survey, appraisal(s), environmental studies, and authorization to advertise its intent to acquire and the development of an option contract. Public input shall be encouraged at this meeting.
12. The School Board shall give notice of its intent to act for the purposes of purchasing, or leasing property for the siting and construction or remodeling of a facility or the closure of any existing building on the site for educational purposes by publishing, at least one (1) time, a notice of its intent in a newspaper of general circulation in the County at least thirty (30) days prior to the School Board regular or special meeting at which such purchase or lease will be considered by the School Board. The notice shall state the

date, time, and place of the meeting together with a description sufficient to reasonably identify the location of the property and a description of the intended use of the property.

13. The School Board shall meet, after advertisement, in a special or regular meeting to consider comments and information provided by the public, School Board staff and applicable local government staff, and such other information as deemed appropriate or necessary by the School Board. Based on such information, the School Board shall make general findings of fact to support their authorizing site acquisition through the approval of the option contract or declining to acquire. Public input shall be encouraged at this meeting.

SECTION 4 CRITERIA AND STANDARDS FOR EXISTING SCHOOL SITES INCLUDING THE CLOSURE OF AN EXISTING SCHOOL

1. The following are presumed to meet all requirements for consistency with the County and Local Governments Comprehensive Plans, the Land Development Regulations and this Interlocal Agreement:
 - a) School sites owned or reserved in approved development plans prior to the date of the execution of this Agreement that have been designated on a DRI Map H/Master Plan or rezoned for use as a school site. For the purposes of this section, "rezoned" means either a PUD or a standard zoning district.
 - b) School Board approved school sites within a development plan that is approved by the governing body of the local government pursuant to a public hearing.
 - c) Placement of temporary classrooms or relocatables intended to expand the capacity of permanent school facilities.
 - d) Renovation or construction (including expansion projects not increasing student capacity by more than 5%) on existing sites owned by the School Board.
2. The School Board shall notify the County, and appropriate Local Governments of any proposed closure to ensure that the impact of the school's closure will not reduce the level of service below the adopted level of service for schools.
 - a) The closure notification shall identify the desired timeline for a school closure and analysis of the closures impact on the level of service for schools.
 - b) Four (4) copies of the closure notification shall be forwarded to the appropriate County and City Managers for distribution to staff.
 - c) The School Board's staff shall schedule a joint meeting through the County and City Manager offices not later than three (3) weeks after providing the closure notification to the local governments.
 - d) The local governments' staff shall review the closure notification prior to the joint staff meeting and shall prepare preliminary assessments for discussions.

- e) The local governments' staff shall prepare a written response to the closure notification to be forwarded to the School Board staff within ten (10) days of the joint staff meeting. The staff response to the closure notification shall, at a minimum:
 - 1. Identify whether the closure of the school site is consistent with the local government's Comprehensive Plan, and the terms of this Agreement;
 - 2. Analyze the effect of the school closure and its impact on the financial feasibility of the Capital Improvements Plan;
 - 3. Analyze the effect of the school closure on the adopted level of service for schools.
- f) The local governments shall forward four (4) copies of its staff response to the closure notification to the Superintendent of Schools for distribution to staff.
- g) Upon receipt of the local government responses to the closure notification, the School Board shall meet in a scheduled public workshop to review the local government response, the impact of the school closure, and make a determination regarding the closure of the school. Public input shall be encouraged at this workshop.

SECTION 5 LAND USE AND ZONING REQUIREMENTS FOR THE SITING OF NEW PUBLIC SCHOOLS

- 1. Public schools shall be permitted in the following Future Land Use categories:
 - a) Within Clay County – any Future Land Use category except Mining and Industrial.
 - b) Within City of Green Cove Springs – any Future Land Use category.
 - c) Within City of Keystone Heights – Institutional (School), Institutional, Mixed Use and Commercial.
 - d) Within Town of Orange Park – Commercial Low Intensity, Commercial Medium Intensity, Commercial High Intensity, Public and Semi Public.
- 2. Public schools shall be a Permitted Use in the following zoning districts:
 - a) Within Clay County – any zoning district provided the schools are within a Future Land Use category in which public schools are permitted and meet the criteria and standards contained in Section 6 below.
 - b) Within City of Green Cove Springs – any Zoning category.
 - c) Within City of Keystone Heights – Public Land and Institutional (PLI).
 - d) Within Town of Orange Park – By Right within Government Use (GU) and Open Rural (OR), By Exception within Commercial, Professional Office (CPO), Commercial, Neighborhood (CN), Commercial, General (CG), and Commercial, Intensive (CI).

SECTION 6 GENERAL SITING REVIEW CRITERIA AND CO-LOCATION PROCESS

1. The terms of this Interlocal Agreement outlining an alternative siting process for school siting shall be the sole local government criteria imposed upon the School Board and the local government for the siting of proposed school sites, notwithstanding any other local government regulation or ordinance to the contrary. The proposed location and site plans of new public educational facilities shall be reviewed and considered in accordance to the criteria listed below:
 - a) The intensity of the proposed school is compatible with the current uses and future land uses of adjacent property. The boundary of the site shall not abut lands designated industrial or mining on the adopted Future Land Use map.
 - b) The local governments' Concurrency Management Systems shall be utilized to ensure that adequate public facilities and services are, or will be, available concurrent with the impacts of the proposed public school. The soils must be suitable to provide on-site wastewater treatment, when applicable.
 - c) There are no significant environmental constraints that would preclude development of a public educational facility on the site.
 - d) There are no adverse impacts to archaeological or historic sites or structures listed on the National Register or designated by the local governments as a locally significant archaeological or historic resource.
 - e) The proposed location is well drained and soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
 - f) The proposed location is not within a velocity flood zone or a floodway.
 - g) The proposed location lies outside the area regulated by Section 333.03(3) F.S. regarding the construction of public educational facilities in the vicinity of an airport.
 - h) The proposed location provides direct access by a collector or local road.
 - i) The proposed site is located such that the speed zone does not impact any State, Federal or local road segment with a functional classification of major or minor arterial.
 - j) The site must contain at least the minimum usable acreage required by Chapter 1013.36(2) F.S. and State Requirements for Educational Facilities as necessary to meet the needs of the anticipated program.
2. Co-location and shared use of facilities are important to both the School District and County and Local Governments.
 - a) When preparing its Educational Facilities Plan, the School District shall look for opportunities to co-locate and share use of school facilities and civic facilities.

- b) Co-location and shared use opportunities shall be considered by each local government when updating its comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use shall be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers and stadiums.
- c) Co-location and shared use of school and governmental facilities for health care and social services shall be considered where applicable.
- d) For each instance of co-location and shared use, the School Board and the affected Local Government shall enter into a separate Agreement addressing legal liability, operating and maintenance costs, scheduling of use, facility supervision and any other issues that may arise from co-location.

SECTION 7 SITE PLAN REVIEW

1. Prior to the School Board's final approval of Phase I documents for a new educational facility or the conversion of an existing educational facility, the Superintendent's designee shall coordinate with the County or City Manager's designee, to conduct a site plan review as herein described. Coordination and communication with School Board staff shall be the responsibility of the County or City staff within the timeframe established in Paragraph 4 below.
2. Site plan document: The Superintendent's designee shall provide to the County or City Manager's designee for the purposes of review, a site plan containing at least the below listed items:
 - a) Locations of sidewalks serving pedestrian access on School Board property.
 - b) Acceleration/deceleration/by-pass lanes for ingress/egress to the school site.
 - c) School cross-walk requirements on adjacent roads.
 - d) Speed zone requirements and signage.
 - e) Central water and sewer or on-site water/sewer package plant requirements.
 - f) Building locations on site.
 - g) Location and design for storm water management facilities and where other storm water management facilities are impacted,.
 - h) Property buffering.
 - i) Physical education/playground locations on site.
 - j) Parking locations.
 - k) The location, arrangement and lighting of play fields and playgrounds shall be

located and buffered as may be necessary to minimize impacts to adjacent residential property.

- l) The location, dimensions and distance to property line of all vehicular access drives.
 - m) Building setbacks from property lines for all schools shall adhere to the minimum building setback requirements established in the local government's land development regulation for the applicable zoning district.
 - n) Development plans for school sites located adjacent to existing County parks or libraries or land owned by the County for future parks or libraries shall provide for the construction of pedestrian access between the sites.
 - o) Communication Antennas and Communication Towers, including accessory buildings, tower support and peripheral anchors as governed by the provisions of Section 20.3-46 of the Clay County Land Development Code, shall be allowed on any school site, provided that said towers are two hundred (200) feet from adjacent residentially zoned property. No Communication Towers shall be allowed on any school site within the City of Keystone Heights.
3. Plans providing the information outlined in a) through o) above shall fulfill all requirements for site plan submittal by the School Board. No other requirements including formal application documents shall be required.
 4. Site plan review timeframe: The expedited site plan review as described herein shall occur within thirty (30) calendar days after submittal of the site plan and any relevant supporting documentation. The local government shall use its best efforts to issue its determination within such thirty (30) day period. In the event the local government is unable to issue its determination within such thirty (30) day period due to workload, emergencies, or for any other reason, the School Board shall be authorized to continue with the planning and design of the facility, including the approval of all necessary documents and designs, up to the point immediately prior to approval by the School Board of the Phase III design documents. Notwithstanding any other provision in this agreement, however, the local government shall be required to issue its determination on the School Board site plan no later than forty-five (45) calendar days after the site plan and all relevant supporting documents are submitted, otherwise the County or City Manager, or designee, shall be deemed to have issued an approval and the School Board shall be authorized to continue with the project.
 5. Letter of compliance: After the expedited site plan review as herein described and the local government determination of compliance with the terms of this Agreement, the County or City Manager, or designee, shall issue a letter of compliance which shall evidence the County's approval of the site plan. Should the local government issue a conditional approval and the Superintendent's designee disagree with the condition, the issue shall be resolved pursuant to the Appeal procedures in Section 16.
 6. School Construction Schedule: The Superintendent's designee shall provide a letter to the local government projecting the timelines for the new school.

SECTION 8 MUTUAL OBLIGATIONS

1. Sidewalks along roads contiguous to the school site shall be provided at the School Board's expense unless determined to be an obligation imposed by the developer/builder consistent with the local governments' regulations.
2. Acceleration/deceleration/by-pass lanes shall be provided on roads contiguous to the school site at the School Board's expense.
3. School cross-walk pavement striping on roads contiguous to School Board property shall be provided at the School Board's expense.
4. School zone flashing lights on roads not contiguous to School Board property shall be provided at the local government's expense.
5. Any traffic signals that are required by the local government located on public roads not contiguous to School Board property shall be provided at the local government's expense.
6. Sidewalks shall be provided at the local government's expense consistent with the commitments in the local government's response to the Siting Report.
7. School warning signs and student cross-walk pavement striping on public roads not contiguous to School Board property shall be provided at the local government's expense.
8. Reduced speed limit zones and signage shall be provided by the local government.
9. Water and sewer lines required to be extended to serve the educational or ancillary facility shall be provided at the School Board's expense. This provision is not intended to require the School Board to dedicate property or pay for improvements or construction of facilities of a general district-wide or regional nature which exceeds the School Board's proportionate share of the cost. By virtue of this subsection, the School Board is not waiving any local governmental responsibility for reimbursement per Chapter 1013, F.S.
10. No permit fee or any other fee, expense or cost of any type shall be required of the School Board by the County or Local Governments for any review or processing contemplated by this Agreement. The County, the Local Governments and the School Board acknowledge and agree that although each party may incur costs as a result of compliance with this Agreement, each party shall absorb its own costs in furtherance of cooperation.

SECTION 9 COMPREHENSIVE PLAN AMENDMENTS, REZONINGS AND DEVELOPMENT APPROVALS

1. The County and Local Governments shall include a representative appointed by the School Board as a member of the local planning agencies, or equivalent agencies, to

attend those meetings at which the agendas consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The School Board representative shall be provided with an agenda and back-up materials for the meetings, and be invited to attend meetings and/or provide comments to the County and City planning agencies. The voting status of the School Board Representative shall be established by the governing body of each local government.

2. The County and the Local Governments agree to give the School Board written notification of meetings and hearings for residential Comprehensive Plan amendments, residential rezoning requests, and residential development proposals pending before them that may affect student enrollment, enrollment projections, or school facilities. This notice requirement applies to amendments to comprehensive plans, rezonings, developments of regional impact, and other major residential or mixed-use development projects.
3. The School Board, through its designed, shall appoint a representative to serve on, or provide comments to, the applicable site development review committee for each local government. The School Board Representative shall receive notice in the same manner as other review committee members.
4. In reviewing Comprehensive Plan amendments and development proposals, the County and Local Governments shall consider the following issues, as applicable:
 - a) The compatibility of land uses adjacent to existing schools and reserved school sites.
 - b) The co-location of parks, recreation and community facilities in conjunction with school sites.
 - c) The linking of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks.
 - d) The targeting of community development improvements in older and distressed neighborhoods near schools.
 - e) The development of traffic circulation plans to serve schools and the surrounding neighborhood, including any needed access improvements, sidewalks to schools, off-site signalization or safety-related signage.
 - f) The location of school bus stops and turnarounds in new developments.
 - g) The consideration of private sector action to identify and implement creative solutions to developing adequate school facilities in residential developments.
 - h) The consideration of School Board comments on comprehensive plan amendments and other land-use decisions.
 - i) The availability of existing permanent school capacity or planned improvements to increase school capacity, in accordance with applicable school concurrency policies and requirements.

- j) The consideration of the provision of public schools proximate to urban residential areas.
5. In formulating neighborhood plans and programs and reviewing large residential projects, the County and the Local Governments shall consider the following:
- a) Encouraging developers or property owners to provide incentives to the School Board for building schools in their neighborhoods. These incentives may include, but not be limited to, donation and preparation of site(s), acceptance of stormwater run-off from future school facilities into development project stormwater management systems, reservation or sale of school sites at pre-development prices, construction of new school facilities or renovation to existing school facilities and provision of transportation alternatives.
 - b) Scheduling County and City programs and capital improvements that are consistent with and meet the capital needs identified in the School District's Educational Facilities Plan (EFP).
 - c) Providing public school sites and facilities proximate to or within existing and planned neighborhoods.

SECTION 10 SCHOOL CONCURRENCY

1. Overview of School Concurrency
- a) This Agreement establishes a public school concurrency system consistent with the requirements of Sections 163.3177, 163.31777, and 163.3180, F.S.
 - b) The Parties agree that the timely delivery of adequate public school facilities at an adopted level of service requires close coordination among the Parties at the level of land use planning, development approval, and school facility planning. Further, the Parties agree that new school facilities should be planned for and provided consistent with the local governments' Future Land Use Elements and Capital Improvement Elements and in proximity to those areas planned for residential development or redevelopment. Further, the School District shall review and provide a determination on all applications for development orders which will have an impact on school capacity and the School District's Educational Facilities Plan (EFP).
 - c) The Parties agree that, within the local government's jurisdiction, residential Development Orders may be issued only if school capacity is available in public school facilities or Proportionate Share Mitigation is approved at the level of service specified in this Agreement. The School Board shall determine whether school capacity is available to serve residential development, consistent with the adopted level of service standard, this Agreement, and applicable Florida Law. Such determination shall be made solely in the School Board's discretion.

2. Required Concurrency Elements

- a) Comprehensive Plan Amendments –The County and the Local Governments agree to adopt the following comprehensive plan amendments no later than May 1, 2008:
 - 1) A Public School Facilities Element (PSFE) consistent with the requirements of Section 163.3180, F.S., and this Agreement.
 - 2) An amended Intergovernmental Coordination Element as required by Section 163.3177(6)(h)1 and 2, F.S., and this Agreement.
 - 3) An amended Capital Improvement Element that includes the School Board's Educational Facilities Plan (EFP). The EFP shall be included in the next comprehensive plan amendment round, but no later than December 1st, following the annual adoption of the Educational Facilities Plan (EFP) by the School Board. This will ensure that the CIE uniformly sets forth a financially feasible public school capital facilities plan, consistent with the adopted Level of Service Standards for public schools.
 - 4) Each jurisdiction's amendments shall be consistent with those adopted by the other jurisdictions, as required by Section 163.3180, F.S.

3. Specific Responsibilities of the Parties

- a) When the comprehensive plan amendments adopted in accordance with this Agreement become effective, the County and Local Governments shall undertake the following activities:
 - 1) Adopt required school concurrency provisions into their Land Development Regulations (LDRs) consistent with the timeframe established by law, the requirements of this Agreement, and the County and Local Governments' comprehensive plans. As an alternative to adopting school concurrency LDRs, any city may elect to be bound by the provisions established by the County.
 - 2) Withhold issuance of any site-specific final development order for new residential units not exempted under Section 13.6 of this Agreement until the School District has reported that there is school capacity available to serve the development under review.
 - 3) Share information with the School Board regarding population projections, school siting, projections of development and redevelopment for the coming year, infrastructure required to support public school facilities, and proposed amendments to future land use plan elements.
 - 4) Maintain data for approved new residential development. The data shall be provided to the School Board on a quarterly basis and include, at a minimum, the following:
 - (a) Development name and location;

- (b) Total number of dwelling units by unit type (single-family, multi-family, etc.);
 - (c) Impact fee calculation;
 - (d) Total number of dwelling units with certificates of occupancy by development.
- 5) Transmit site plans, preliminary plats and final plats for new residential development to the School Board for review and comment.
- b) By entering into this Agreement, the School Board agrees to undertake the following activities:
- 1) Annually prepare and update a financially feasible five year Educational Facilities Plan (EFP) containing enough capacity each year to meet the anticipated demand for student stations identified by the population projections so that no schools exceed the adopted level of service.
 - 2) Institute program and/or school attendance boundary adjustments, as necessary, to maximize the utilization of capacity in order to ensure that all schools of each type (elementary, junior, high) in each School Service Area and each individual school operate at the adopted level of service.
 - 3) Construct the capacity enhancing and modernization projects necessary to maintain the adopted level of service specified in the adopted Educational Facilities Plan (EFP).
 - 4) Provide the County and Local Governments with any School District data and analysis relating to school concurrency necessary to amend or annually update the comprehensive plan, or to support any comprehensive plan amendment proposed by the School Board.
 - 5) Adopt a ten and twenty year work program.
 - 6) Review proposed new residential developments for compliance with concurrency standards.
 - 7) Review proportionate share mitigation options for new residential development.
 - 8) Prepare annual reports on enrollment and capacity.
 - 9) Provide necessary staff and material support for meetings of the Oversight group as required by this Agreement.
 - 10) Provide information to the County and Local Governments regarding enrollment projections, school siting, and infrastructure required to support public school facilities consistent with the requirements of this Agreement.

SECTION 11 SCHOOL BOARD EDUCATIONAL FACILITIES PLAN (EFP)

1. School Board's Educational Facilities Plan (EFP)
 - a) On or before September 30th of each year, the School Board shall update and adopt the School Board's Educational Facilities Plan (EFP) for public schools in Clay County.
 - b) The EFP shall be consistent with the requirements of Section 1013.35, F.S., and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5, 10, 20-year time periods, and options to reduce the need for additional permanent student stations. The local governments' Future Land Use Elements and Capital Improvement Element shall be utilized for joint planning purposes in the selection of the general locations of new schools.
 - c) The EFP and each annual update shall specify all new construction, remodeling or renovation projects which will add permanent capacity or modernize existing facilities.
 - d) The EFP and each annual update shall be a financially feasible program of school construction for a five (5) year period. The EFP shall include school construction projects which, when completed, will add sufficient capacity to achieve and maintain the adopted level of service for all schools based on projected increases in enrollment; provide for required modernization; and satisfy the constitutional obligation of the School Board to provide a uniform system of free public schools on a County-wide basis. The projects included in the EFP shall be coordinated with the local government's capital improvements in their respective Capital Improvement Elements (CIE). This obligation to coordinate, however, shall not require any party to adjust the timing of any project in its CIE or EFP.
 - e) The EFP and each annual update shall include a description of each school project, a listing of funds to be spent in each fiscal year for the planning, preparation, land acquisition, and actual construction and renovation of each school project which adds capacity or modernizes existing facilities; the amount of capacity added, if any; and a generalized location map for schools included in the EFP.
 - f) The EFP and each annual update shall ensure that the utilization of existing schools has been maximized and that proposed projects add the necessary capacity to maintain the adopted Level of Service.
 - g) The EFP shall be updated annually to identify the projected enrollment, capacity and utilization percentage of all schools.
 - h) The EFP shall include a ten year and a twenty year work plan based upon the local government Future Land Use Elements and Capital Improvement Elements, revenue projections, enrollment projections and facility needs for the ten year and twenty year period. It is recognized that the projections in the ten and twenty

year time frames are tentative and should be used only for general planning purposes.

2. Transmittal

- a) The School Board shall transmit copies of the draft Tentative Educational Facilities Plan (EFP) to the Oversight group, the Local Governments and the County for review a minimum of 45 calendar days prior to adoption by the School Board. The Oversight group, the Local Governments and the County shall review the plan for consistency with the local government's comprehensive plan and provide written comments to the School Board within 30 calendar days of receipt of the plan.

3. Final Adoption

- a) Unless the adoption is delayed by mediation or a lawful challenge, the School Board shall adopt the School Board's Educational Facilities Plan (EFP) no later than September 30th of each year.

4. Amendments to the School Board's Educational Facilities Plan (EFP)

- a) The School Board shall not amend the School Board's Educational Facilities Plan (EFP) so as to modify, delay or delete any capacity project in the first three (3) years of the Plan unless the School District provides written confirmation that:
 - 1) The modification, delay or deletion of the project is required in order to meet the School Board's constitutional obligation to provide a County-wide uniform system of free public schools or other legal obligations imposed by state or federal law; or
 - 2) The modification, delay or deletion of the project is occasioned by unanticipated changes in population projections, growth patterns, available funding, or is required in order to provide needed capacity in a location that currently has a greater priority than an originally planned project and does not cause the adopted level of service to be exceeded in the School Concurrency Service Area from which the originally planned project is modified, delayed or deleted; or
 - 3) The project schedule or scope has been modified to address local government concerns, and the modification does not cause the adopted level of service to be exceeded in the School Concurrency Service Area from which the originally planned project is modified, delayed or deleted.
- b) The School Board may amend at anytime its Educational Facilities Plan (EFP) to add necessary capacity projects to satisfy the provisions of this Agreement. For additions to the EFP, the School Board must demonstrate its ability to maintain the financial feasibility of the Plan.
- c) All proposed amendments to the EFP shall be transmitted to the Oversight Group for review and comment at least 20 calendar days prior to approval. The Oversight Group shall review the proposed amendments for consistency with the

local government's comprehensive plan and provide written comments to the School Board within 15 calendar days of receipt of the amendments.

SECTION 12 COMPREHENSIVE PLAN ELEMENTS

1. Development, Adoption and Amendment of the Capital Improvements Element (CIE)
 - a) The annual update of the School District's Educational Facilities Plan (EFP), once adopted by the School Board, shall be transmitted to the County and the Local Governments. After transmittal, the County and the Local Governments shall incorporate the School District's Educational Facilities Plan (EFP) into the Capital Improvements Element of their Comprehensive Plans no later than December 1st of each year. The County and Local Governments shall include the reports of the Oversight Group in their deliberations regarding adoption of the Educational Facilities Plan.
 - b) Any amendment, correction or modification to the School District's Educational Facilities Plan (EFP) concerning costs, revenue sources, or acceptance of facilities pursuant to dedications, once adopted by the School Board, shall be transmitted to the County and Local Governments. Within ninety (90) days, the County and Local Governments shall amend their Capital Improvements Elements to reflect the changes. Such amendments may be accomplished by ordinance, and shall not be deemed amendments to the comprehensive plan.
 - c) The County and the Local Governments, by adopting components of the School District's Educational Facilities Plan (EFP) in their Capital Improvements Elements, shall have neither obligation nor responsibility for funding the School District EFP.
2. Development, Adoption and Amendment of the Public School Facilities Element (PSFE)
 - a) The County and the Local Governments shall each develop a Public School Facilities Element which is consistent with those developed by the other local governments within the County. Each Public School Facilities Element must also be consistent with this Agreement, Chapter 163.3177(12), F.S., and Rule 9J-5.025, F.A.C.
 - b) To ensure a uniform district wide joint school planning and school concurrency system, the School Board, the County and the Local Governments shall coordinate to ensure that each PSFE is adopted and becomes effective no later than May 1, 2008.
 - c) In the event that it becomes necessary to amend the PSFE, the local government wishing to initiate an amendment shall request review through the Oversight group prior to transmitting the amendment to the Department of Community Affairs (DCA) pursuant to Section 163.3184, F.S. The Oversight group shall be responsible for distributing the amendment to all Parties to this Agreement for review and comment.
 - 1) To achieve required consistency, all local governments shall consider,

study, and adopt amendments in accordance with the statutory procedures for amending comprehensive plans.

- 2) If any local government objects to the amendment and the dispute cannot be resolved between or among the Parties, the dispute shall be resolved in accordance with the provisions set forth in Section 1 of this Agreement. In such a case, the Parties agree to delay consideration of the amendment until the dispute has been resolved.
 - 3) Any local issues not specifically required by Statute or Rule may be included or modified in the Local Government Public School Facilities Element by following the normal Comprehensive Plan amendment process.
3. Development, Adoption and Amendment of the Intergovernmental Coordination Element (ICE)
 - a) The process for the development, adoption, and amendment of the Intergovernmental Coordination Element shall be set forth in Section 163.3184, F.S.

SECTION 13 SCHOOL CONCURRENCY PROGRAM

1. School Concurrency Program Overview
 - a) The School Concurrency Program requires that the County, the Local Governments and the School Board maintain a minimum Level of Service Standard for public schools. The School Concurrency Program requires that all new residential development be reviewed to ensure that adequate school capacity will exist prior to or concurrent with the impact of the residential development, to support the additional student growth at the adopted level of service.
2. Commencement
 - a) The School Concurrency Program described in this Agreement shall commence no later than May 1, 2008.
3. School Concurrency Service Area (SCSA)
 - a) The School Board shall, with good faith consideration of input from the County and Local Governments be responsible for determining the SCSA.
 - b) The County and Local Governments shall adopt the School Concurrency Service Area standards and the process for modification as defined herein into the Public School Facilities Element of their Comprehensive Plans.
 - c) The Parties hereby agree that School Concurrency shall be measured and applied on a less than district-wide basis using SCSAs. The SCSAs for elementary, junior and high schools are provided as Appendix "A" of this Agreement.

- 1) The School District shall apply school concurrency using school attendance zones (school boundaries) as adopted by the School Board, as the SCSAs.
 - 2) Use of this method shall create a separate school service area boundary map for each elementary, junior and high school. Each school attendance zone shall become its own School Concurrency Service Area (SCSA).
- d) The Parties agree that the SCSA boundaries shall be established by the School Board.

4. School Concurrency Service Area Modification

- a) Any Party may propose a modification to the School Concurrency Service Areas. Prior to adopting any change, the School Board must verify that as a result of the modification:
- 1) The adopted level of service standards will be achieved and maintained for each year of the five year planning period; and
 - 2) The utilization of school capacity will be maximized to the greatest extent possible, taking into account transportation costs, court approved desegregation plans and other relevant factors.
- b) The Parties shall observe the following process for modifying SCSAs:
- 1) At such time as the School Board determines that a SCSA change is appropriate considering the above standards, the School District shall transmit the proposed School Concurrency Service Area Boundaries with data and analysis to support the changes to the Local Governments, to the County and to the Oversight group.
 - 2) The County, Local Governments and the Oversight group shall review the proposed boundary changes and send their comments to the School Board within forty-five (45) days of receipt.
 - 3) The change to a SCSA shall become effective upon final approval of the new school boundaries by the School Board. The County and Local Governments must then amend their respective concurrency management ordinances to reflect such changes to the SCSA, if applicable. However, if the change to SCSA results in the utilization of geographical areas other than individual school attendance boundaries, an amendment to this interlocal agreement and to the County's and the Local Governments' comprehensive plans must be adopted.
- c) The Parties agree that the final decision to modify the SCSA shall be made by the School Board.

5. Level of Service (LOS)

- a) To ensure that the capacity of schools is sufficient to support student growth and prevent the over-crowding of schools, the Parties hereby establish a level of service of 110% as the desired level of service for schools of each type (elementary, junior and high) in each School Concurrency Service Area Boundary.
- b) To achieve the desired level of service of 110% while maintaining a financially feasible Educational Facilities Plan, a Long-Term School Concurrency Management System is hereby established to provide an opportunity to eliminate any deficits in capacity, as provided in Appendix "B" of this Agreement.
- c) The Long-Term School Concurrency Management System shall provide interim level of service standards for each of the designated SCSA for a planning period of up to 10 years. The DCA may allow a planning period to extend up to 15 years for good cause, relying on the extent of the backlogs, costs of eliminating the backlogs, and the tax and revenue raising efforts. A long-term schedule of capital improvements shall be used to address the backlogs.
- d) During the time that the Long-Term School Concurrency Management System is in effect, the School Board shall initiate program changes and/or boundary adjustments necessary to prevent the interim LOS from being exceeded.
- e) The Long-Term School Concurrency Management System, provided as Appendix "B" of this Agreement, shall be incorporated in the Public School Facilities Elements of the County and the Local Governments.
- f) The Parties shall observe the following process for modifying the level of service for schools:
 - 1) At such time as the School Board determines that a change to the level of service is appropriate considering the above standards, the School Board shall transmit the proposed level of service and the data and analysis to support the changes to the Local Governments, to the County and to the Oversight group.
 - 2) The County, Local Governments and the Oversight group shall review the proposed modification to the level of service and send their comments to the School Board within forty-five (45) days of receipt.
 - 3) Upon approval by the School Board to modify the level of service for schools, an amendment to this interlocal agreement must be executed to reflect the change. In addition, if necessary to reflect the change, amendments to the County's and the Local Governments' comprehensive plan must be prepared pursuant to Section 12 of this Agreement and Section 163.3184, F.S. The amended level of service shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed.

6. Exemptions

- a) The following residential uses shall be considered exempt from the requirements of school concurrency:
 - 1) All single family lots of record at the date the School Concurrency implementing ordinance becomes effective, or May 1, 2008, whichever occurs first.
 - 2) Any subdivision of land created pursuant to the County or City Land Development Regulations that does not require the recording of a Plat.
 - 3) Any development of Regional Impact for which a development order was issued prior to the date the School Concurrency implementing ordinance becomes effective, or May 1, 2008, whichever occurs first. Exempt status shall not be continued in cases of substantial deviation to a DRI for which a development order was issued prior to May 1, 2008.
 - 4) Any new residential development that has a preliminary plat or site plan approval or the functional equivalent for a site specific development order prior to the date the School Concurrency implementing ordinance becomes effective or May 1, 2008, whichever occurs first.
 - 5) Any amendment to any previously approved residential development, which does not increase the number of dwelling units or change the type of dwelling units (single-family to multi-family, etc.).
 - 6) Any age restricted community with no permanent residents under the age of eighteen (18). Exemption of an age restricted community shall be subject to a restrictive covenant limiting the age of permanent residents to 18 years and older.
- b) Upon request by a developer submitting a land development application with a residential component, the County of Local Government shall issue a determination as to whether or not a development, lot or unit is exempt from the requirements of school concurrency.

7. School Concurrency Land Development Regulations

- a) Not later than May 1, 2008 each local government shall adopt school concurrency provisions into its Land Development Regulations (LDR) consistent with the requirements of this Agreement.
- b) The County and the Local Governments shall amend their LDRs to adopt school concurrency provisions which provide procedures for review of development orders.
 - 1) In the event that any participating Local Government does not adopt LDRs consistent with this Agreement by May 1, 2008 that government shall be deemed to have "opted in" to the County regulations and agrees to be bound by the terms and provisions therein until it adopts its own ordinance.

- 2) At any time, any City may opt out of the County's implementing ordinance through implementation of its own ordinance.

SECTION 14 SCHOOL CONCURRENCY PROCESS

1. Review Process

- a) The County, the Local Governments and the School Board shall ensure that the minimum Level of Service Standard established for each school type is maintained. No new residential final plat or site plan or functional equivalent may be approved by the County or Local Governments, unless the residential development is exempt from these requirements as provided in Section 13.6 of this Agreement, or until a School Concurrency Reservation Letter has been issued by the School Board indicating that adequate school facilities exist. This shall not limit the authority of a local government to deny a development permit or its functional equivalent, pursuant to its home rule regulatory powers.
- b) Any developer submitting a final development permit application (such as a site plan or final plat) with a residential component that is not exempt under Section 13.6 of this Agreement is subject to school concurrency and must prepare and submit a Concurrency Application to the local government, as applicable, for review by the School Board. The Concurrency Application must indicate the location of the development, number of dwelling units and unit types (single-family, multi-family, apartments, etc.), a phasing schedule (if applicable), and age restrictions for occupancy (if any). The local government shall initiate the review by determining that the application is sufficient for processing. Upon determination of application sufficiency, the local government shall transmit the Concurrency Application to the School Board for review. The School Board shall be solely responsible for verifying whether sufficient student stations for each type of school are available or not available to support the development. A flow chart outlining the school concurrency review process is included as Appendix "D". The process is as follows:
 - 1) The School Board representative shall review the Concurrency Application for residential developments which have been submitted and deemed sufficient for processing by the applicable local government.
 - 2) The School Board shall review each Concurrency Application in the order in which it is received by the School Board and shall issue either a School Concurrency Reservation or Deficiency Letter to the applicant and the affected local government within thirty (30) calendar days of receipt of the application.
 - 3) The School Board may charge the applicant a non-refundable application fee payable to the School Board to meet the cost of review.
- c) In the event that there is not adequate capacity available in the SCSA in which the proposed development is located or in an adjacent SCSA to support the development, the School Board shall entertain proportionate share mitigation

options pursuant to Section 14.7 of this Agreement. If the proposed mitigation is accepted, the School Board shall enter into an enforceable and binding agreement with the affected local government and the developer pursuant to Section 14.7 of this Agreement.

- d) The local government shall be responsible for notifying the School Board representative when a residential development has received a Concurrency Reservation Certificate (CRC), when the development order for the residential development expires or is revoked. In cases of expiration or revocation, the existing SCRL is forfeited.

2. Student Generation Calculation

- a) To determine a proposed development's projected students, the proposed development's projected number and type of residential units shall be converted into projected students for all schools of each type within the specific SCSA using the School Board Student Generation Multiplier, as established in Appendix "C." The student generation rates shall be determined by the School Board and adopted into the Educational Facilities Plan. The student generation rates shall be updated at least every 2 years.

3. Utilization Determination

- a) The School Board shall create and maintain a Development Review Table (DRT) for each SCSA, and shall use the DRT to compare the projected students from proposed residential developments to the SCSAs available capacity programmed within the first three years of the current five-year capital planning period. Student enrollment projections shall be based on the most recently adopted EFP, and the DRT shall be updated to reflect these projections. Available capacity shall be derived using the following formula:

$$\text{Available Capacity} = \text{School Capacity}^1 - (\text{Enrollment}^2 + \text{Vested}^3 + \text{Reserved}^4)$$

Where

¹ School Capacity = as determined in Paragraph 3b of this section.

² Enrollment = Student enrollment as counted at the Fall FTE.

³ Vested = Students generated from residential developments approved prior to the implementation of school concurrency and residential developments that impact schools but are exempt from school concurrency.

⁴ Reserved = Students generated from residential developments pursuant to the approval of a School Concurrency Reservation Letter.

- b) School Capacity shall be determined by the lesser of the FISH student stations or Cafetorium Core Capacity, on the existing school facility and any capacity improvements pursuant to the Three Year Rule described in Paragraph 4 below.
- c) At the Fall FTE, the vested and reserved number of students on the Development Review Table shall be reduced by the number of students represented by the residential units that received certificates of occupancy within the previous twelve (12) month period.

4. The Three Year Rule

- a) If new capacity within a SCSA is in place or under actual construction in the first three years of the School District's EFP, the new school capacity shall be added to the capacity shown in the SCSA, and the utilization rate shall be adjusted accordingly.

5. Contiguous School Concurrency Service Area Capacity

- a) If the projected student growth from a residential development causes the adopted LOS to be exceeded in an SCSA, the School Board shall review a contiguous SCSA for available capacity. In conducting the contiguity review, the School Board shall first use the contiguous SCSA with the most available capacity to evaluate projected enrollment and, if necessary, shall continue evaluate subsequent contiguous SCSAs in order of available capacity until all contiguous SCSAs have been evaluated or the available capacity has been identified to allow a determination letter approving school concurrency to be issued.
- b) If a proposed new development causes the LOS in the SCSA in which it is located to exceed the adopted LOS and there is available capacity in a contiguous SCSA, the development impacts shall be accounted for in the contiguous SCSA having available capacity. The actual development impacts shall be shifted to the adjacent SCSA at the discretion of the School Board by redistricting, bus route plans, or other methods.

6. Issuance and Term of School Concurrency

- a) When the School District reviews a development project application and determines that sufficient capacity is available at the adopted LOS to accommodate the students projected to be generated from the development project, the School Board shall issue a School Concurrency Reservation Letter indicating that adequate school facilities exist to support the student impacts. Issuance of a reservation letter by the School District identifying that adequate capacity exists indicates only that school facilities are currently available or proportionate share mitigation is settled, and capacity will be reserved upon receipt of the School Concurrency Reservation Letter by the local government.
- b) A local government shall not issue a CRC for a residential development until receiving confirmation of available school capacity in the form of a School Concurrency Reservation Letter from the School District. Once the local government has issued a CRC, school concurrency for the residential development shall be valid for the life of the CRC. Expiration or modification of a CRC for a residential development shall require a new review for adequate school capacity to be performed by the School Board. Extension of a CRC will require review by the School District to determine whether capacity should be extended.
- c) Local governments shall notify the School District within ten (10) days of any change in the status of a CRC for a residential development.

- d) The Local Government shall neither issue a building permit or its functional equivalent for a non-exempt residential development, nor extend or modify a CRC, until receiving confirmation of available school capacity from the School Board in the form of a School Concurrency Reservation Letter.
- e) If the student impacts from a proposed development would cause the adopted Level of Service to be exceeded, the School Board representative shall issue a School Concurrency Deficiency Letter detailing why the development is not in compliance, and offering the applicant the opportunity to enter into a negotiation period to allow time for the mitigation process described below in Section 14.7.

7. Proportionate Share Mitigation

- a) In the event that there is not adequate capacity available to support a development, the School District may entertain proportionate share mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the developer and the local government to mitigate the impact from the development through the creation of additional school capacity.
- b) 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 shall be based on the number of additional student stations necessary to meet the established level of service. The amount to be paid shall be calculated utilizing the actual cost per student station allocations for elementary, junior and high school, as established by the current construction costs in Clay County, plus a share of the land acquisition and infrastructure expenditures for school sites as determined and published annually in the Clay County School District's Educational Facilities Plan (EFP).

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

$$\text{Proportionate Share} = \text{Number of New Student Stations Required for Mitigation} \times \text{Cost}^1 \text{ per Student Station}$$

Where:

¹The cost per student station as determined by the Department of Education cost per student station, plus a share of the land acquisition and infrastructure expenditures for school sites as determined and published annually in the Clay County School District's EFP.

- c) The applicant shall be allowed 30 days to attend a pre-application meeting with all affected agencies for which adequate public facility capacity does not exist to discuss mitigation options. Thereafter, the applicant shall have 30 days to submit an application for proportion share mitigation to enter into a negotiation period with the School Board not to exceed ninety (90) days 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.

- d) 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 (EFP). Capacity projects identified within the first three (3) years of the EFP shall be considered as committed in accordance with Section 14.4 of this Agreement.
 - 1) If a capacity project does not exist in the School District's EFP, the School Board may add a capacity project to satisfy the impacts from a proposed residential development, as long as financial feasibility of the EFP can be maintained. Mitigation options may include, but are not limited to:
 - (a) Contribution of land and/or a monetary payment in conjunction with the provision of additional school capacity; or
 - (b) Provision of additional student stations through the donation of buildings for use as a primary or alternative learning facility; or
 - (c) Provision of additional student stations through the renovation of existing buildings for use as learning facilities; or
 - (d) Construction of permanent student stations or core capacity; or
 - (e) Construction of a school in advance of the time set forth in the School District's EFP; or
 - (f) Construction of a charter school designed in accordance with School District standards, providing 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.
 - 2) In exchange for the mitigation banking of funds for the construction of a public school facility, the developer shall have the right to sell capacity credits for school capacity in excess of what was required to serve the proposed residential development for use within the initially impacted SCSAs and those SCSAs determined to be contiguous. Use of capacity credits for any purpose or at any location not stipulated in the original binding agreement between the developer, the County or Local Government and the School Board shall require a new binding agreement between the aforementioned parties and shall be calculated based on the most current cost estimates per student station.
- e) For mitigation options provided above, 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 shall be calculated using estimated values at the time the mitigation is anticipated to commence.

- 1) The cost of the mitigation required by the developer shall be credited toward the payment of the school impact fee.
 - 2) If the developer's required mitigation cost is greater than the school impact fees for the development, the difference between the developer's mitigation costs and the impact fee credit is the responsibility of the developer.
- f) Upon conclusion of the negotiation period, the School Board shall determine whether or not capacity has been identified to serve the development. If mitigation has been agreed to, the School District shall issue a School Concurrency Reservation Letter indicating that adequate capacity is available for the development, once the mitigation measures have been memorialized in an enforceable and binding agreement with the local government, the School Board and the developer. The mitigation agreement shall specifically detail mitigation provisions, identify the capacity project, indicate the financial contribution to be paid by the developer, provide a method of surety in form of a bond or letter of credit in the amount of the contribution, and include any relevant terms and conditions. If mitigation is not agreed to, a final School Concurrency Deficiency Letter shall be issued by the School Board to the developer and the local government detailing why any mitigation proposals were rejected, and why the development is not in compliance with school concurrency requirements.
- g) A School Concurrency Reservation Letter or a School Concurrency Deficiency Letter, indicating either that adequate capacity is available, or that there is no available capacity following a negotiation period as described in Section 14.7 of this Agreement, constitutes final agency action by the School Board for purposes of Chapter 120, F.S.
- h) Failure to reach an agreement within the ninety (90) day negotiation period shall result in the issuance of a denial letter.

8. Appeal Process

- a) A person substantially affected by a School Board's adequate capacity determination made as a part of the School Concurrency Process may appeal such determination through the process provided in Chapter 120, F.S.
- b) A person substantially affected by a local government decision made as a part of the School Concurrency Process may appeal such decision using the process identified in the local government's regulations for appeal of development orders. This shall not apply to any decision subject to Section 8.a above.

SECTION 15 OVERSIGHT

1. Oversight and evaluation of the school concurrency process is required pursuant to s. 163.3180(13)(g)(6)(c), F.S. No later than May 1, 2008, an Oversight group shall be established and at a minimum shall be comprised of the Planning and Zoning Director (county), Concurrency Manager (county), Facilities Director (school), Planner (school),

budget director representatives from the county and Orange Park, and a Northeast Florida Regional Council (NEFRC) representative.

2. By March 1st of each year, the Oversight group shall be responsible for preparing an annual assessment report on the effectiveness of Joint School Planning and School Concurrency. The report shall be transmitted to the County and the Local Governments, and made available to the public.
3. The Oversight group shall be invited to attend all meetings and shall receive copies of all reports and documents produced pursuant to this Agreement.
4. The Oversight group shall receive the proposed School District Educational Facilities Plan at least 60 calendar days prior to adoption. The Oversight group shall report to the School District, the County, and the Local Governments on whether or not the proposed School District Educational Facilities Plan is maintaining the adopted Level of Service by adding enough projects to increase the capacity, if needed, to eliminate any permanent student station shortfalls; by including required modernization of existing facilities; and by providing permanent student stations for the projected growth in enrollment over each of the five (5) years covered by the Plan. The Oversight Group shall also report the extent to which the Educational Facilities Plan is coordinated with provisions of the local governments' comprehensive plans.

SECTION 16 SPECIAL PROVISIONS

1. School Board Requirements
 - a) The Parties acknowledge and agree that the School Board is or may be subject to the requirements of the Florida and United States Constitutions and other state or federal statutes regarding the operation of the public school system. Accordingly, the County, the Local Governments and the School Board agree that this Agreement is not intended, and shall not be construed, to interfere with, hinder, or obstruct in any manner, the School Board's constitutional and statutory obligation to provide a uniform system of free public schools on a Countywide basis or to require the School Board to confer with, or obtain the consent of, the County or the Local Governments, as to whether that obligation has been satisfied. Further, the County, the Local Governments and the School Board agree that this Agreement is not intended and shall not be construed to impose any duty or obligation on the County or City to fulfill the School Board's constitutional or statutory obligation. The County and the Local Governments also acknowledge that the School Board's obligations under this Agreement may be superseded by state or federal court orders or other state or federal legal mandates.
2. Land Use Authority
 - a) Notwithstanding any provision in this Agreement to the contrary, the Parties specifically acknowledge that each Local Government is responsible for considering the approval or denial of comprehensive plan amendments and development orders within its own jurisdiction. Nothing herein represents or authorizes a transfer of this authority to any other party or binds each Local

Government to adopt any particular ordinance or comprehensive plan amendment.

3. Amendment Process and Term of the Agreement

- a) This Agreement may be amended by written consent of all parties to this Agreement. The Agreement shall remain in effect in accordance with Florida Statutes. If the Florida statute as it pertains to school planning coordination is repealed, the Agreement may be terminated by written consent of all parties of this Agreement.

4. Appeal

- a) In the event that the Superintendent's designee and County or City Manager's designee disagree regarding the interpretation of this Agreement or the ability of the local government to impose a condition or requirement pursuant to the terms of this Agreement, the issue shall be presented directly to the County or City Manager and the School Superintendent who shall meet and attempt to resolve the issue. In the event that the County or City Manager and the School Superintendent are unable to resolve the issue, they shall jointly submit, in writing, the respective positions of the parties to their mutual Boards asking for an opinion on the issue in order to resolve the matter. Each Board shall consider the other's position and attempt to resolve the matter in accordance with the interests of the school children and citizens of Clay County. In the event that the parties are still unable to resolve the issue, the parties shall then be authorized to pursue dispute resolution as provided in Section 1 of this Agreement.

SECTION 17 EFFECTIVE DATE

- 1. Effective date of the original Agreement was June 21, 2005. The effective date of this revised Agreement shall be_____.

SECTION 18 DEFINITIONS

Adjacent School Service Areas: School Service Areas which touch along one side of their outside boundary.

Attendance Boundary: The geographic area which identifies public school assignment.

Local Governments: All municipalities in Clay County, except those that are exempt from the Public School Facilities Element, pursuant to Section 163.3177(12), F.S.

Class Size Reduction: A provision to ensure that by the beginning of the 2010 school year, there are a sufficient number of classrooms in a public school so that:

- 1. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;

2. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
3. The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students.

Comprehensive Plan: A plan that meets the requirements of F.S. 163.3177 and 163.3178.

Concurrency Reservation Certificate (CRC): The official document or its functional equivalent issued upon finding that an application for the certificate in reference to a specific final development order or final development permit for a particular development will not result in the reduction of the adopted level of service standards for impacted public schools, potable water, sanitary sewer, parks and recreation, drainage, solid waste, transportation (roads) and mass transit facilities and services.

Consistency: Compatible with and furthering the goals, objectives and policies of the Comprehensive Plan Elements and this Agreement.

Core Facilities: The media center, cafeteria, gymnasium, toilet facilities and circulation space of an educational facility.

Developer: Any individual, corporation, business trust, estate trust, partnership, association, two or more persons having a joint or common interest, governmental agency, or any other legal entity which has submitted an application to a local government for a development order or permit.

Development Order: Any order granting, denying, or granting with conditions, an application for approval of a development project or activity.

Development Permit: Any amendment to the text of a Local Government's Land Development Code or Official Zoning Map (rezoning), conditional use, special use, planned development, site plan/final subdivision plan, subdivision, building permit, special exception, preliminary plat, plat or any other official action of a Local Government having the effect of permitting the development of land or the specific use of the land.

Dining Capacity: The number of students that may be housed in an educational facility based on the size of the dining (cafeteria) area of the educational facility.

Educational Facility: The public buildings and equipment, structures and special educational use areas that are built, installed or established to serve educational purposes only.

Educational Facilities Plan (EFP): Clay County School District's annual comprehensive capital planning document, that includes long range planning for facility needs over a five-year, ten-year and twenty-year planning horizon, which includes the Five-Year Capital Facilities Plan which is annually adopted by Clay County School Board, County and municipalities for school concurrency.

Exempt Local Government: A municipality which is not required to participate in school concurrency when meeting all the requirements for having no significant impact on school attendance, per Section 163.3177(12)(b), F.S.

Financial Feasibility: An assurance that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5-year capital improvement schedule.

Florida Inventory of School Houses (FISH) Capacity: The report of the permanent and relocatable capacity of existing public school facilities. The FISH capacity is the number of students that may be housed in a facility (school) at any given time based on a percentage (100% elementary, 90% junior and 95% high) of the total number of existing student stations and a designated size for each program.

Full-Time Equivalent (FTE) Student Count – Fall Semester: A fall semester count of all “full-time equivalent” students, pursuant to Chapter 1011.62, F.S.

Level of Service (LOS) Standard (schools): A standard established to indicate the maximum utilization of a public school facility.

Local Government: Clay County and its Local Governments.

Maximized Utilization: The use of student capacity at each school to the greatest extent possible, based on the adopted level of service and the total number of satisfactory student stations according to the FISH inventory, taking into account special considerations such as, core capacity, special programs, transportation costs, geographic impediments, court ordered desegregation, and class size reduction requirements to prevent disparate enrollment levels between schools of the same type (elementary, junior, high) and provide an equitable distribution of student enrollment district-wide. The term maximum utilization shall not include or be interpreted or construed to require the use or implementation of double sessions or a 12 month (“year round”) school year by the School Board.

Maximum School Size: the maximum school enrollment size for by school type as established in the Clay County School Board Policy 6.01.

Permanent Classroom: An area within a school that provides instructional space for the maximum number of students in core-curricula courses assigned to a teacher, based on the constitutional amendment for class size reduction and is not moveable (including classroom additions which have received covered walkways and technology upgrades).

Permanent Student Station: The floor area in a permanent classroom required to house a student in an instructional program.

Phase I Documents: schematic design documents that include a site plan, FEMA flood zone and floodplain elevation, and floor plans,

Phase III Documents: Construction documents.

Proportionate Share Mitigation: A developer improvement or contribution identified in a binding and enforceable agreement between the Developer, the School Board and the local government with jurisdiction over the approval of the development order to provide compensation for the additional demand on deficient public school facilities created through the residential development of the property, as set forth in Section 163.3180(13)(e), F.S.

Proposed New Residential Development: Any application for new residential development, or any amendment to a previously approved residential development, which results in an increase in the total number of housing units.

Public Facilities: Major capital improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, education, parks and recreation facilities.

Relocatable: see Temporary Classroom.

Residential Development: Any development that is comprised of dwelling units, in whole or in part, for permanent human habitation.

School Board: The governing body of the School District, a body corporate pursuant to Section 1001.41, F.S.

School Concurrency Deficiency Letter: A letter prepared by the School District of Clay County detailing why the development is not in compliance based on the adopted LOS.

School Concurrency Reservation Letter: A letter issued by the School District of Clay County, identifying that adequate capacity exists and school facilities are currently available,

School Concurrency Service Area (SCSA): A geographic area in which the level of service is measured when an application for residential development is reviewed for school concurrency purposes.

School District: The District for Clay County created and existing pursuant to Section 4, Article IX of the State Constitution.

Temporary Classroom: A movable classroom facility.

Type of School: Schools providing the same level of education, i.e. elementary, junior or high school.

Utilization: The comparison of the total number of students enrolled to the school capacity at a facility within a School Concurrency Service Area.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Clay County Board of County Commissioners, the City of Green Cove Springs, the City of Keystone Heights, the Town of Orange Park and the School Board of Clay County on this _____ day of _____, 200____.

**THE SCHOOL BOARD OF
CLAY COUNTY, FLORIDA**

By: _____
Carol Vallencourt, Chairman

Witness as to all Signatories

ATTEST _____
_____, Board Secretary

Witness as to all Signatories
Print Name _____

(CORPORATE SEAL)

State of Florida, County of Clay

WITNESS my hand and official seal this _____ day of _____ A.D. 200____.

Print Name _____
My Commission Expires: _____

(AFFIX NOTARY SEAL)

Approved as to form and correctness: _____
School Board Attorney

DULY PASSED AND ADOPTED BY THE CLAY COUNTY BOARD OF COUNTY COMMISSIONERS, THIS _____ Day of _____, 200__.

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

By: _____
Fritz A. Behring, County Manager

ATTEST:

By: _____
Harold Rutledge, Chairman
Board of County Commissioners

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF GREEN COVE SPRINGS,
FLORIDA, THIS _____ Day of _____, 200__.

CITY OF GREEN COVE SPRINGS, FLORIDA

D. Ricks, Mayor

Attest _____ (Seal)
City Clerk

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF KEYSTONE HEIGHTS,
FLORIDA, THIS _____ Day of _____, 200__.

CITY OF KEYSTONE HEIGHTS, FLORIDA

Mary Lou Hildreth, Mayor

Attest _____ (Seal)
City Clerk

DULY PASSED AND ADOPTED BY THE TOWN COUNCIL OF ORANGE PARK, FLORIDA,
THIS _____ Day of _____, 200__.

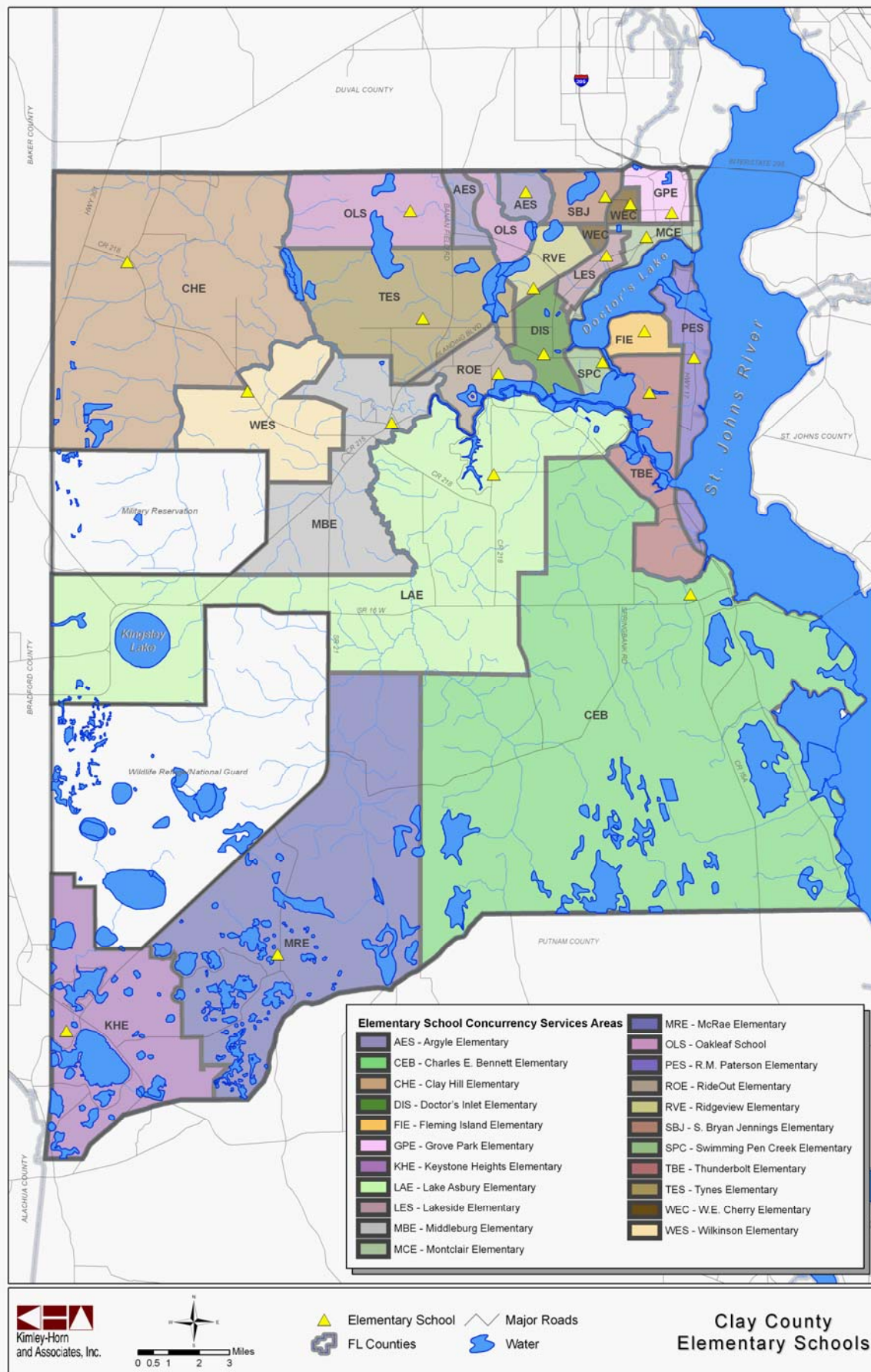
TOWN OF ORANGE PARK, FLORIDA

Pete Morgan, Mayor

Attest _____ (Seal)
City Clerk

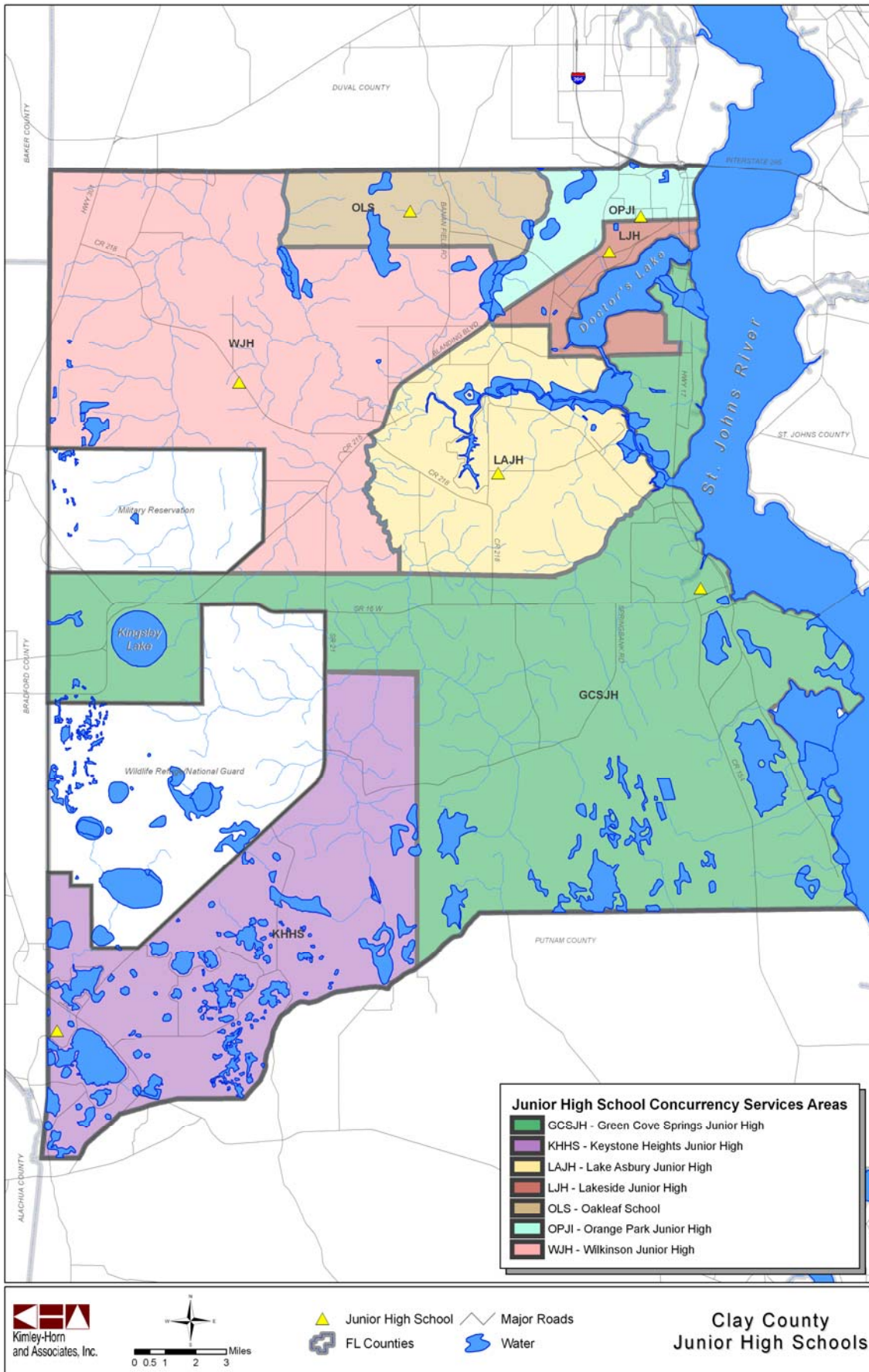
APPENDIX A

Clay County Concurrency Service Area Maps (CSA) • Elementary, Middle and High School



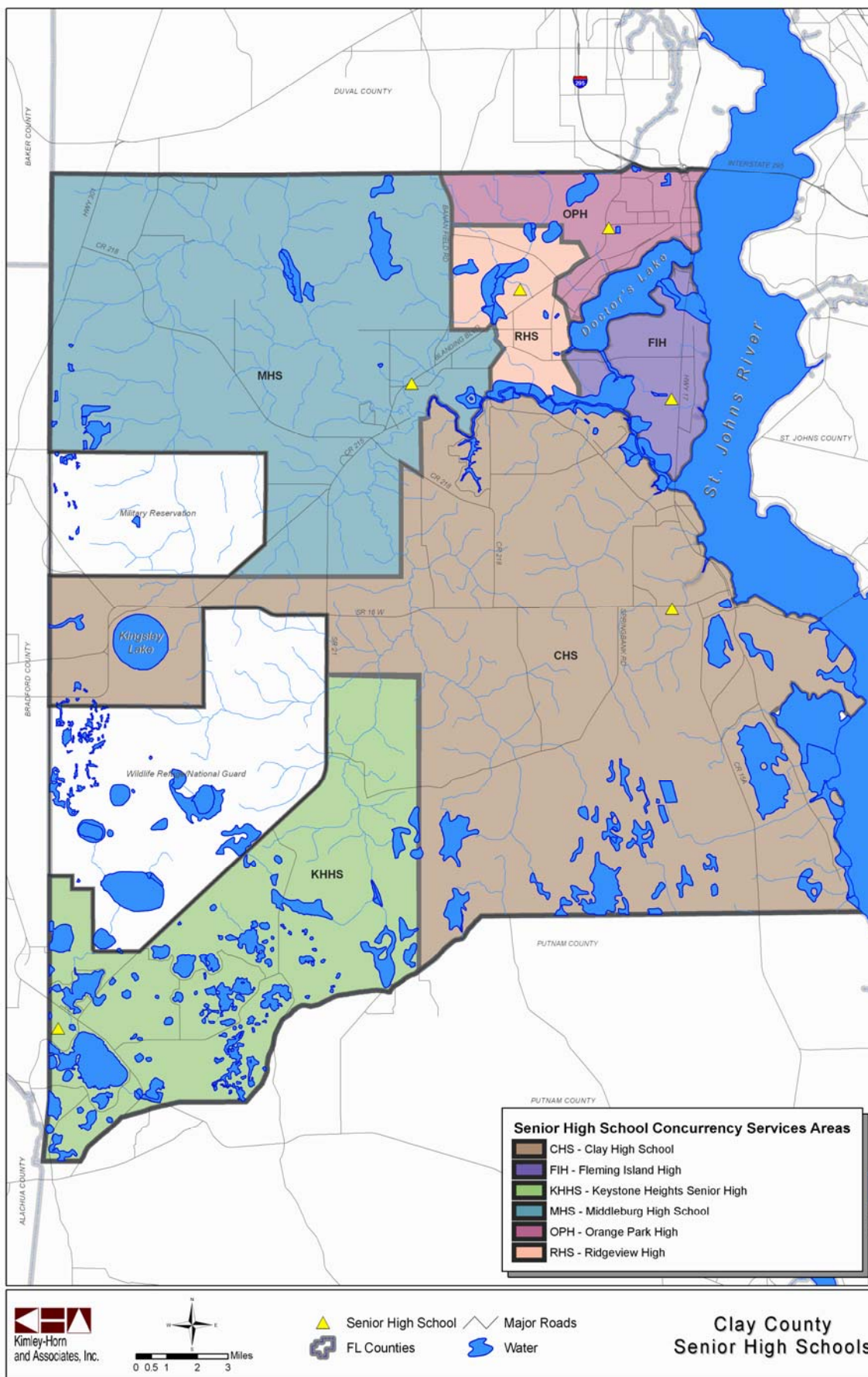
APPENDIX A

Clay County Concurrency Service Area Maps (CSA) • Elementary, Middle and High School



APPENDIX A

Clay County Concurrency Service Area Maps (CSA) • Elementary, Middle and High School



APPENDIX B

Clay County Long-Term Concurrency Management System

LONG-TERM CONCURRENCY MANAGEMENT SYSTEM* - SCHOOL YEAR 2007-2017											
Facility Name	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18
Doctors Inlet Elementary	130%	130%	130%	130%	130%	110%	110%	110%	110%	110%	110%
Keystone Heights Elementary	120%	120%	120%	120%	120%	110%	110%	110%	110%	110%	110%
Lake Asbury Elementary	130%	130%	130%	130%	130%	110%	110%	110%	110%	110%	110%
Middleburg Elementary	120%	120%	120%	120%	120%	110%	110%	110%	110%	110%	110%
Ridgeview Elementary	115%	115%	115%	115%	115%	110%	110%	110%	110%	110%	110%
Thunderbolt Elementary	125%	125%	125%	125%	125%	110%	110%	110%	110%	110%	110%
Middleburg High	140%	140%	140%	140%	140%	120%	120%	120%	110%	110%	110%
Ridgeview High	120%	120%	120%	120%	120%	120%	120%	120%	110%	110%	110%
Oak Leaf Junior High	120%	120%	120%	120%	120%	110%	110%	110%	110%	110%	110%

*Through use of a financially feasible system provide achieve and maintain adequate school facilities utilizing new capacity, boundary adjustments and program adjustments as identified in the School District of Clay County's Educational Facility Plan, pursuant to Chapter 163.3180(9)(b) F.S.

APPENDIX C

Clay County School District Student Generation Multiplier

A component of the school concurrency process is projecting the number of students that will be generated from new residential development. In order to calculate the number of students associated with new residential development, the School District created the student generation table using data from the Clay County District School Monthly Report for 20050 and the U.S. Census 2000.

Students Per Dwelling Unit

$$\frac{\text{PK – 12 Students*}}{\text{2000 US Census Dwelling Units**}} = \frac{34,148}{61,670} = 0.5537$$

*Enrollment taken from October 2005 Monthly Membership Report (COFTE)

** Dwelling Units are estimated **occupied units** as of April 1, 2005 from US Census Bureau, 2005 American Community Survey

Student Distribution Percentage

Grade Level	Grade Level # of Students per Total Students		Student Distribution Percentage		Student Distribution Percentage
PK-6	$\frac{17981}{34,148}$	=	0.526	=	52.66%
7-8	$\frac{5,677}{34,148}$	=	0.166	=	16.62%
9-12	$\frac{10,490}{34,148}$	=	0.307	=	30.72%

Student Distribution per Dwelling Units

Grade Level	Estimated # of Students per Dwelling Units		Student Distribution Percentage		Students per Dwelling Unit
PK-6	0.5537	X	52.66%	=	0.2916
7-8	0.5537	X	16.62%	=	0.0920
9-12	0.5537	X	30.72%	=	0.1701

APPENDIX D

Clay County School Concurrency Process Flow Chart

