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**A.8. Public School Facilities Element StrikeThrough-  
Underline of 07.20.2016 Draft.pdf.**

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**GOAL 8.01 – Adequate School Facilities**

**To provide for future availability of public school facilities in a manner consistent with the adopted level of service standard. [F.S. 163.3180(1) and (6)]**

**Levels of Service****Objective 8.01A: Establish level of service guidelines for public school capacity.**

- Strategy 8.01A(1):** The Level of Service (LOS) standard set forth herein shall be applied consistently district-wide by the County and the School District to all schools of the same type. The LOS standards to implement school concurrency shall be as follows:
- a. Elementary: 100% of Permanent Florida Inventory of School Houses (FISH) Capacity for Permanent Student Stations and 100% of Permanent FISH Capacity for Core Facilities. Whichever is the greater number will be used for calculating student capacities for LOS;
  - b. Middle School: 100% of Permanent FISH Capacity for Permanent Student Stations and 100% of Permanent FISH Capacity for Core Facilities. Whichever is the greater number will be used for calculating student capacities for LOS;
  - c. High School: 100% of Permanent FISH Capacity for Permanent Student Stations and 100% of Permanent FISH Capacity for Core Facilities. Whichever is the greater number will be used for calculating student capacities for LOS;
  - d. Magnet schools will maintain the level of service standard for the type of school for which it is constructed whether an elementary, middle, or high;
  - e. Core Facilities shall mean Permanent Cafeteria Capacity based on FISH standards.

**Strategy 8.01A(2):** For the purposes of the level of service standard for public school capacity, FISH capacity shall refer to the Florida Inventory of School Houses (FISH) report of permanent 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 upon a percentage by school type (*i.e.* elementary, middle, high) of the total number of existing student stations and a designated size for each program. In Hernando County, permanent capacity does not include temporary classrooms unless they meet the standards for long-term use pursuant to s. 1013.20, Florida Statutes.

**Strategy 8.01A(3):** The issuance of development orders for new residential units shall be predicated on the availability of school capacity.

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- Strategy 8.01A(4):** Where capacity will not be available to serve students from the property seeking a land use or zoning change or other development approval, the County may use the lack of school capacity as a basis for denial.
- Strategy 8.01A(5):** The level of service standards will be used to determine whether sufficient school capacity exists to accommodate future development projects, and evaluate the sufficiency of the Five-Year Schedule of Capital Improvements. The Five-Year Schedule of Capital Improvements shall be reviewed, updated, and adopted annually thus ensuring those projects necessary to address existing deficiencies, and to meet future needs based upon the adopted level of service standards are adequately planned. The annual update to the Five-Year Schedule of Capital Improvements shall ensure that level of service standards will continue to be achieved and maintained.
- Strategy 8.01A(6):** The School District shall submit to the County a General Educational Facilities Report and educational plant survey as established in Florida Statutes. Additionally Hernando County and the School District shall annually coordinate the development of their respective capital improvement programs. Timing, siting, compatibility and infrastructure issues for schools shall be evaluated pursuant to the considerations and standards listed in this Element and in the Future Land Use Element of this Plan.

### Concurrency Service Areas

**Objective 8.01B:** Establish school concurrency service areas to be used to determine the availability of public school capacity to serve new residential development.

**Strategy 8.01B(1):** Concurrency service areas (CSA) shall be established to determine whether there is adequate school capacity available based on the adopted level of service standards, and so that a proper analysis can be conducted to examine the availability of capacity in adjacent CSAs if capacity is not available in the primary CSA.

**Strategy 8.01B(2):** Hernando County will create Concurrency Service Areas that are based on school attendance zones so that there is school capacity available in each concurrency service area or contiguous concurrency service areas to meet the adopted level of service standard within a five year time frame.

**Strategy 8.01B(3):** CSAs shall be established and subsequently modified to maximize available school capacity and make efficient use of new and existing public school facilities in accordance with the LOS standards, and taking into account policies to:

- minimize transportation costs;
- limit maximum student travel times;
- effect desegregation plans;
- achieve socio-economic, racial and cultural diversity objectives;
- recognize capacity commitments resulting from the development approvals for the CSA; and,
- recognize capacity commitments resulting from development approvals for contiguous CSAs.

**Strategy 8.01B(4):** The Public School Concurrency Service Area Maps are adopted by the School District and updated as needed as part of the adopted Interlocal Agreement for Public School Facility Planning and School Concurrency implementation.

**Strategy 8.01B(5):** Future amendments to the CSAs may be made by the School District in accordance with the criteria contained in this Chapter and only after review and comment by the County and the City, respectively.

## Land Use

**Objective 8.01C: Ensure that Comprehensive Plan amendments and other land use decisions are simultaneously evaluated with school capacity.**

**Strategy 8.01C(1):** The County shall consider Hernando County School District comments on the availability of adequate school capacity when considering the decision to approve comprehensive plan amendments, master plans, zoning changes, subdivisions, and other land use decisions.

**Strategy 8.01C(2):** Hernando County shall identify methods to direct development to areas with adequate school capacity or to where school sites adequate to serve potential growth have been acquired by the School District, provided such location of the development is consistent with the land use policies of the Hernando County Comprehensive Plan.

**Strategy 8.01C(3):** In any instance where capacity will not be available to serve students to be generated by a development, and, proportionate

share mitigation is not an option, the school capacity deficiency shall be a basis for denial of the proposal.

**Strategy 8.01C(4):** During the process of land use decision making, the County will ensure the compatibility of proposed land uses in the vicinity of either existing or planned public, charter and private educational facilities and protect school locations from incompatible uses.

### Collocation of Facilities

**Objective 8.01D:** **Coordinate location of public school facilities relative to the location of other public facilities such as parks, libraries and community centers to the extent possible.**

**Strategy 8.01D(1):** The County should look for opportunities to collocate and share use of facilities with the School District.

**Strategy 8.01D(2):** A separate agreement may be developed for each instance of collocation or shared use which addresses operating and maintenance costs, scheduling use of the facilities, facility supervision, legal liability, or any other issues that may arise from collocation or shared use.

**GOAL 8.02 – School Concurrency Implementation**

To establish a process for the implementation of school concurrency through capacity determination standards, concurrency determination process, and proportionate share mitigation. [F.S. 163.3180(1) and (6)]

**Capacity Determination Standards**

**Objective 8.02A:** The County shall cooperate with the School District in the implementation of capacity determination standards.

**Strategy 8.02A(1):** The School District will determine whether adequate school capacity exists for a proposed development, based on the Level of Service (LOS) standards, CSAs, and other standards as follows:

- a. Calculate total school facilities by adding the capacity provided by existing school facilities except magnet/lottery schools to the capacity of any planned school facilities;
- b. Calculate available school capacity by subtracting from the total school facilities the sum of:
  1. used capacity;
  2. the portion of reserved capacity projected to be developed within three (3) years;
  3. the portion of previously approved development projected to be developed within three (3) years; and;
  4. the demand on schools created by the proposed development.

**Strategy 8.02A(2):** In determining whether there is sufficient school capacity to accommodate a proposed development in a specific CSA, the School District will:

- a. **Subject CSA.** Consider whether the CSA in which the proposed development is situated has available school capacity, based on the formula set forth in this Chapter;
- b. **Contiguous CSA.** If the projected student growth from a residential development causes the adopted LOS to be exceeded in the subject CSA, a contiguous CSA will be reviewed for available capacity. In conducting the contiguity review, the School District shall first use the contiguous CSA with the most available capacity to evaluate projected enrollment and, if necessary, shall continue to the CSA with the next most available capacity until all contiguous CSAs have been evaluated or the available capacity has been identified to allow a determination letter approving school concurrency to be issued. If a contiguous CSA is identified having available capacity, the actual development impacts shall be shifted to that CSA having available capacity (this shift shall

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be accomplished in accordance with School District Policy which may include, without limitation, appropriate boundary changes or shifting future student assignments).

- Strategy 8.02A(3):** In order to determine if the available adjacent capacity can be utilized, the following additional criteria shall apply:
- a. Travel time and distance: School bus route from the school to the site of the proposed development should not exceed 50 minutes;
  - b. Where school capacity is reserved for a specific academic or magnet program(s) at a particular school or for establishing student diversity, then such capacity cannot be claimed in a contiguous concurrency service area for purposes of determining available capacity;
  - c. If the boundary is adjacent based on its connection by the Withlacoochee State Forest, it should not be deemed adjacent.

- Strategy 8.02A(4):** The following residential uses shall be considered exempt from the requirements of school concurrency:
- a. Single family lots of record having received final plat approval (or otherwise deemed grand-fathered as a valid residential lot under the land development regulations of the County) prior to the effective date of the school concurrency ordinance (which applies to the given lot or lots);
  - b. Multi-family residential development having received final site plan approval prior to the effective date of the applicable school concurrency ordinance;
  - c. Amendments to residential development approvals issued prior to the effective date of the adopted school concurrency ordinance, which do not increase the number of residential units or change the type of residential units proposed.

### Concurrency Determination Process

**Objective 8.02B:** **The County shall cooperate with the School District in the implementation of the concurrency determination process.**

**Strategy 8.02B(1):** The County Adequate Public Facilities requirements will include schools.

**Strategy 8.02B(2):** Within thirty (30) days of receipt of the initial transmittal from the County, the School District will review for compliance with school concurrency and, based on the standards set forth, report to the County findings in writing.



- Strategy 8.02B(3):** The School District shall conduct a concurrency review that includes findings and recommendations of whether there is adequate school capacity to accommodate students generated by the proposed development for each type of school within the affected CSA consistent with the adopted LOS standard and will take into consideration that:
- a. Adequate school facilities will be in place or under actual construction within three (3) years after the issuance of the subdivision plat or site plan (or functional equivalent), or;
  - b. Adequate school facilities are available in an adjacent CSA and the impacts of development can be shifted to that area, or;
  - c. The developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent).
- Strategy 8.02B(4):** If the impact of the proposed development will not occur until Year Two (2) or Year Three (3) of the School District's financially feasible work plan, then any relevant programmed improvements in those years shall be considered available capacity for the project and factored into the level of service analysis. If the impact of the project will not be felt until Year Four (4) or Year Five (5) of the work plan, then any relevant programmed improvements shall not be considered available capacity for the project unless funding of the improvements is assured through School District funding to accelerate the project, through proportionate share mitigation, or some other means.
- Strategy 8.02B(5):** If the School District determines that adequate capacity does not exist but that mitigation is an acceptable alternative, the development application will remain active pending the conclusion of the mitigation negotiation.
- Strategy 8.02B(6):** The County will issue a School Concurrency Determination only upon:
- a. the School District's written determination that adequate school capacity will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval for each level of school without mitigation, or;
  - b. the execution of a legally binding mitigation agreement between the applicant, the School District and Hernando County.

## Proportionate Share Mitigation

**Objective 8.02C:** The County shall coordinate with the School District to establish proportionate share mitigation alternatives which are feasible and will achieve and maintain the adopted level of service standards consistent with the adopted capital improvements plan.

- Strategy 8.02C(1):** In the event that the School District reports that mitigation may be accepted in order to offset the impacts of a proposed development, where the LOS standards would be exceeded, the following procedure shall be used:
- a. The applicant shall initiate in writing a mitigation negotiation period with the School District in order to establish an acceptable form of mitigation, pursuant to Florida Statutes, the adopted Adequate Public Facilities Ordinance, and this Element;
  - b. Acceptable forms of mitigation may include:
    1. The donation, construction, or funding of school facilities sufficient to offset the demand for public school facilities to be created by the proposed development.
    2. The creation of mitigation banking based on the developer's construction and/or financing of a public school facility in exchange for the right to sell excess capacity credits (the selling of excess credits shall be limited to that area within the subject CSA or any abutting CSA) and as may be further limited by the Adequate Public Facilities Ordinance.
  - c. The following standards apply to any mitigation accepted by the School District:
    1. Relocatable classrooms will not be accepted as mitigation;
    2. Mitigation shall be directed to projects on the School District's financially feasible 5 year work plan that the School District agrees will satisfy the demand created by that development approval, and shall be assured by a legally binding development agreement between the School District, the County, and the applicant. The development agreement shall be executed prior to the issuance of the applicable subdivision plat, site plan or functional equivalent in the development review process;
    3. The Student Generation Formula used for calculating mitigation shall be as follows: **Number of Student Stations (by school type) = Number of Dwelling units (by housing type) x Student Generation Multiplier (by housing type and school type) where Student Generation Multiplier shall be based upon the best**

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**available data and professionally accepted methodology.**

4. Cost per Student Station estimates shall include, at a minimum, all costs of providing instructional and core capacity including land, site improvements, design, buildings, equipment, furniture, and costs of financing (if applicable). The capital costs associated with transportation of students shall not be included in the Cost per Student Station estimate used for mitigation.
5. The proportional mitigation share amount shall be calculated as follows: **Proportionate Share Amount = Number of Student Stations (by school type) x Cost per Student Station (by school type). The preceding formula shall be calculated for each housing type within the proposed development and for each school type (elementary, middle, high) for which a capacity deficiency has been identified. The sum of these calculations shall be the proportionate share amount for the development under review.**
6. Finally, if the School District agrees to the mitigation, the School District must commit to adding the improvement required for mitigation to its work plan. Further, the development agreement shall include the landowner's commitment to continuing renewal of the development agreement upon its expiration.
  - d. In accordance with this Element and Florida Statutes, the applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level:
    1. Multiply the number of new student stations required to serve the new development by the average cost per student station;
    2. The average cost per student station shall include school facility development costs and land costs;
    3. The applicant's proportionate-share mitigation obligation will be credited toward any other impact fee or exaction imposed by local ordinance for the same need.
  - e. If within 90 days of the date the applicant initiates the mitigation negotiation period, the applicant and the School District are able to agree to an acceptable form of mitigation, a legally binding mitigation agreement shall be executed by the applicant, the School District and the County which sets forth the terms of the mitigation, including such issues as the amount, nature, and timing of donations, construction, or funding to be provided by the developer, and any other matters

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necessary to effectuate mitigation in accordance with this Element. The mitigation agreement shall specify the amount and timing of any impact fee credits or reimbursements, if any, that the developer expects to receive in connection with its mitigation payment/donation under said agreement.

- f. If, after 90 days, the applicant and the School District are unable to agree to an acceptable form of mitigation, the School District will report an impasse to the County in writing and the County will not issue a School Concurrency Determination for the proposed development;
- g. The School District may grant up to two (2) ninety 90-day extensions to the mitigation negotiation period;
- h. To the extent required under Florida law, mitigation must be proportionate to the demand for public school facilities to be created by the actual development of the property.

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