

PUBLIC SCHOOLS  
FACILITIES ELEMENT

City of St. Augustine Comprehensive Plan  
EAR-Based Amendments

## **ST. JOHNS COUNTY PUBLIC SCHOOL FACILITIES ELEMENT**

### **GOAL 1: COORDINATE AND MAINTAIN HIGH QUALITY EDUCATION SYSTEM**

**St. Johns County/the City of St. Augustine/the City of St. Augustine Beach/the Town of Hastings shall collaborate and coordinate with the St. Johns County School District (School District) and other local government entities to ensure high quality public school facilities which meet the needs of St. Johns County's existing and future population.**

#### **Objective 1.1: Coordination and Consistency**

**The County/City/Town shall establish coordination and review procedures to ensure consistency of the County/City/Town Comprehensive Plan with the plans of the School District, County and municipalities within the County.**

**Policy 1.1.1:** Pursuant to the St. Johns Interlocal Agreement (executed on May 30, 2008), the legislative bodies of the City of St. Augustine/City of St. Augustine Beach/Town of Hastings will meet with the School District on an annual basis, as needed.

**Policy 1.1.2:** In implementing the goals and criteria described in Section 14 of the Interlocal Agreement, the County/City/Town and the School District shall coordinate and base their plans upon consistent projections of the amount, type and distribution of population growth and student enrollment. Countywide or city-wide five-year population and student enrollment projections shall be revised annually and be provided early in the year at a staff working group meeting, as required by the Interlocal Agreement.

**Policy 1.1.3:** Pursuant to the Interlocal Agreement, on a regular basis, and at a minimum annually, the County/City/Town shall provide the School District with information on growth and development trends within their respective jurisdictions.

**Policy 1.1.4:** At the time of adoption of the Public School Facilities Element, each local government within St. Johns County shall develop a report of projects not subject to school concurrency.

#### **Objective 1.2: Public School Facility Siting and Availability**

**The County/City/Town shall coordinate with the School District on the planning and siting of new public schools to ensure school facilities are coordinated with necessary services and infrastructure and are compatible and consistent with the Comprehensive Plan.**

**Policy 1.2.1:** Schools may be permitted in the Residential Low Density Mixed Use, Residential Medium Density and Residential Medium Density Mixed Use land use districts.

Schools may be permitted in Residential Low Density if it is determined via public hearing that they are compatible with the existing neighborhood, and adequate ingress and egress exists. In addition, the City shall encourage, to the maximum extent possible, the location of schools in conjunction with public facilities such as parks, libraries and community centers; however, the actual location of schools will be based on a collaborative effort by the School District and the City based on principles and guidelines.

**Policy 1.2.2:** The County/City/Town and School District will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed renovation, expansion or closure of an existing school, and will enter into a written agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

**Policy 1.2.3:** The County/City/Town shall coordinate with the School District to ensure that future school facilities are located outside areas susceptible to hurricane and/or storm damage and/or areas prone to flooding, or as consistent with Chapter 1013, F.S. and Rule 6A2, F.A.C., regarding flood plain and school building requirements.

**Policy 1.2.4:** The County/City/Town shall protect schools from the intrusion of incompatible land uses by providing the School District representatives the opportunity to participate in the review process for all proposed developments adjacent to schools.

### **Objective 1.3: Enhance Community Design**

**The County/City/Town shall enhance community and neighborhood design through effective school facility design and siting standards and encourage the siting of school facilities so they serve as community focal points and so that they are compatible with surrounding land uses.**

**Policy 1.3.1:** The County/City/Town shall collaborate with the School District on the siting of County/City/Town facilities such as parks, libraries, and community centers near existing or planned public schools, to the extent feasible.

The County/City/Town will look for opportunities to collocate and share use of County/City/Town facilities when preparing updates to the Comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities.

**Policy 1.3.2:** The County/City/Town will have the lead responsibility for providing sidewalks along the frontage of preexisting development within the two mile distance, in order to ensure continuous pedestrian access to public schools. Priority will be given to cases of hazardous walking conditions pursuant to Section 1006.23, Florida Statutes. Specific provisions for constructing such facilities will be included in the Capital Budget adopted each fiscal year.

**Policy 1.3.3:** When applicable, the County/City/Town will continue to coordinate efforts with the St. Johns County School District to build new school facilities, and facility rehabilitation and expansions designed to serve as and provide emergency shelters as required by Section 1013.372, Florida Statutes.

**Objective 1.4: Coordinate Land Use with School Capacity**

**It is the objective of St. Johns County/the City of St. Augustine/the City of St. Augustine Beach/the Town of Hastings to coordinate petitions for changes to future land use, zoning, and developments of regional impact for residential development with adequate school capacity.**

**This objective will be accomplished recognizing the School District's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the County/City/Town's authority for land use, including the authority to approve or deny petitions for comprehensive plan amendments, rezonings or final subdivision and site plans that generate students and impact the St. Johns County school system.**

**Policy 1.4.1:** The County/City/Town will take into consideration the School District comments and findings on the availability of adequate school capacity in the evaluation of comprehensive plan amendment, and other land use decisions including developments of regional impact, as provided for in s. 163.3177(6)(a), F.S.

**Policy 1.4.2:** Amendments to the Future Land Use Map will be coordinated with the School District and the Public School Facilities Planning Maps.

**GOAL 2: IMPLEMENT PUBLIC SCHOOL CONCURRENCY**

**The County/City/Town shall assure the future availability of public school facilities to serve new development consistent with the adopted level of service standards. This goal will be accomplished recognizing the School District's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the County/City/Town's authority for land use, including the authority to approve or deny**

comprehensive plan amendments, rezonings or other development orders that generate students and impact the County's school system.

The City shall provide and maintain, in a timely and efficient manner, adequate public facilities for both existing and future populations, consistent with available financial resources.

**Objective 2.1: Level of Service Standards**

The County/City/Town, through implementation of its concurrency management system and in coordination with the St. Johns County School District shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level of service (LOS) standards within the period covered by the 5-year schedule of capital improvements and the long range planning period. Each year of the five year plan will be evaluated to ensure that it meets the level of service standards. These standards shall be consistent with the Interlocal Agreement agreed upon by the School District, and the local governments within St. Johns County. Minor deviations to the LOS standards may occur, so long as they are limited, temporary and with scheduled capacity improvements or school capacity is maximized to the greatest extent feasible.

**Policy 2.1.1:** The LOS standards set forth herein shall be applied consistently by all the local governments within St. Johns County and by the School District district-wide to all school of the same type.

**Policy 2.1.2:** Consistent with the Interlocal Agreement, the uniform, districtwide level of service standards are initially set as 100% of the **Permanent** Florida Inventory of School House (FISH) Capacity based on the utilization rate as established by the State Requirements for Educational Facilities (SREF), effective August 2005 and shall be adopted in the County/City/Town's public facilities elements and capital improvements elements.

Leased Relocatables shall be utilized to maintain the LOS on a temporary basis when construction to increase capacity is planned and in process. The temporary capacity provided by relocatables shall not exceed 20% of the Permanent FISH capacity and shall not be used for a period to exceed five years. Relocatables may also be used to accommodate special education programs as required by law.

It is the intent of the School District that new schools be designed and constructed based on the following design capacities:

New Elementary (K-5)	Design Capacity of 700
New Middle (6-8)	Design Capacity of 1000

New K-8  
New High (9-12)

Design Capacity of 1000  
Design Capacity of 1500

**Policy 2.1.3:** Modification of the adopted Level of Service standards shall only be accomplished through an amendment in each local government comprehensive plan. The procedure for proposing a change to the adopted Level of Service standards shall follow the process outlined in Section 9 of the Interlocal Agreement. The amended level of service standard shall not be effective until all plan amendments are effective and the amended Interlocal Agreement is fully executed. No level of service standard shall be amended without a showing that the amended level of service standard is financially feasible, supported by adequate data and analysis, and can be achieved and maintained within the five years of the Capital Facilities Plan.

**Objective 2.2: Concurrency Service Areas**

**The County/City/Town shall establish School Concurrency Service Areas (CSA), as the area within which an evaluation is made of whether adequate school capacity is available based on the adopted level of service standards.**

**Policy 2.2.1:** The concurrency service areas shall be less than districtwide and shall be established and documented in the data and analysis support documents for the Public School Facilities Element (PSFE) and a map of the concurrency service areas shall be provided in the data and analysis.

**Policy 2.2.2:** If, in the future, one or more parties to the Interlocal Agreement desire to utilize a different method of determining concurrency service areas other than the School District high school attendance zone boundaries, the proposed modifications shall be submitted as provided in Section 9 of the Interlocal Agreement. Use of different criteria for determining concurrency service areas shall be agreed by the County, Cities, Town and School District and will be documented as data and analysis in each Public School Facilities Element, and shall require an amendment in each local government comprehensive plan, and modification of the Interlocal Agreement. The amended concurrency service area shall not be effective until the amended Interlocal Agreement is fully executed and comprehensive plan amendments are in effect. No concurrency service area shall be amended without a showing that the amended concurrency service area boundaries are financially feasible and can be achieved and maintained within the five years of the capital facilities plan.

**Policy 2.2.3:** Concurrency service areas shall be established and subsequently modified to maximize available school capacity and make efficient use of new and existing public schools in accordance with the

level of service standards, taking into account minimizing transportation costs, limiting maximum student travel times, the effect of desegregation plans, achieving socio-economic, racial and cultural diversity objectives, and recognizing the capacity commitments resulting from the local governments' within St. Johns County's development approvals for the CSA and for contiguous CSAs.

Concurrency service areas shall be designed so that the adopted level of service will be able to be achieved and maintained within the five years of the capital facilities plan, and so that the five year capital facilities plan is financially feasible.

**Objective 2.3: Process for School Concurrency Implementation**

**In coordination with the School District, the County/City/Town will establish a process for implementation of school concurrency which includes applicability and capacity determination and availability standards, and school capacity methods. The County/City/Town shall manage the timing of residential subdivision approvals and site plans to ensure adequate school capacity is available consistent with adopted level of service standards for public school concurrency.**

**Policy 2.3.1:** Development approval shall be issued for residential development only if adequate school capacity exists or will be under actual construction within three (3) years.

**Policy 2.3.2:** School concurrency applies only to residential development or a phase of residential development requiring a site plan, final subdivision approval, or the functional equivalent, proposed or established after the effective date of the PSFE.

**Policy 2.3.3:** The County/City/Town may approve a concurrency application earlier in the approval process, such as the time of rezoning, preliminary subdivision or site plan approval. The School District must approve the concurrency determination, allocations of capacity, and proportionate share mitigation commitments, as provided herein.

**Policy 2.3.4:** The following residential development shall be considered exempt from the school concurrency requirements:

- a. Developments of Regional Impact (DRIs) for which a development order has been issued prior to the effective date of SB 360 or for which a development of regional impact application was submitted prior to May 1, 2005.
- b. Single family lots of record existing prior to the effective date of the PSFE.

- c. Any residential development that has site plan, final subdivision approval, or the functional equivalent prior to the effective date of the PSFE, but only to the extent of the number of residential units that had such approval prior to the effective date of the PSFE.
- d. Amendments to residential development approvals, which have received site plan, final subdivision approval, or the functional equivalent prior to the effective date of the PSFE, and which do not increase the number of residential units or change the type of residential units proposed.
- e. Age restricted development that are subject to deed restrictions prohibiting the permanent occupancy of residents under the age of eighteen (18). Such deed restrictions must be recorded and must be irrevocable for a period of at least thirty (30) years.
- f. Group quarters including residential type of facilities such as local jails, prisons, hospitals, nursing homes, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses, firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

**Policy 2.3.5:** The uniform methodology for determining if a particular school is overcapacity shall be determined by the School District and adopted into the County, Cities and Town's public school facilities element. The School District hereby selects the **permanent** FISH capacity based on utilization rate as the uniform methodology for existing schools. The School District hereby selects the design capacity for future schools.

**Policy 2.3.6:** The County/City/Town shall only issue a concurrency approval for a subdivision plat or site plan for residential development where:

- a. The School District's findings indicate adequate school facilities will be in place or under actual construction in the affected concurrency service area (CSA) within three (3) years after the issuance of the subdivision plat or site plan for each level of school;
- b. Adequate school facilities are available in an adjacent CSA or under actual construction within three (3) years and the impacts of development shall be shifted to that area. If capacity exists in more than one CSA or school within a CSA, the School District shall determine where the impact shall be shifted; 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, as provided in this element.

- d. In the event that there is not sufficient capacity in the affected concurrency service area or an adjacent concurrency service area, the developer shall also have the option to delay approval to a date when capacity and level of service can be assured.

**Objective 2.4: Proportionate Share Mitigation**

**If the development opts not to delay approval, the County/City/Town shall allow development to pay a proportionate cost of facility improvements needed as a result of that development in order to maintain adopted LOS standards and receive development approval.**

**Policy 2.4.1:** In the event that there is not sufficient capacity in the affected concurrency service area or the adjacent concurrency service area, proportionate share mitigation shall be required to address the impacts of the proposed development. The developer shall also have the option to be delayed to a date when capacity and level of service can be assured.

**Policy 2.4.2:** The County/City/Town will allow mitigation alternatives that are financially feasible and will achieve and maintain the adopted level of service standard consistent with the adopted School District's financially feasible Work Program.

**Policy 2.4.3:** In the event that the proportionate share mitigation option is selected, the mitigation shall be negotiated and agreed to by the School District, developer and the affected local government entity and shall be sufficient to offset the demand for public school facilities projected to be required by the development.

Acceptable forms of mitigation shall include:

- School construction
- Contribution of land
- Expansion of existing permanent school facilities subject to the expansion being less than or equal to the level of service set for a new school of the same category.
- Payment for construction and/or land acquisition
- Establishment of a Charter School with facilities constructed in accordance with the State Requirements for Educational Facilities (SREF).

- Mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits. Capacity credits shall be sold only to developments within the same concurrency service area or an adjacent concurrency service area.
- Educational Facilities Benefit Districts

**Policy 2.4.4:** Any mitigation agreed to by the School District, developer and affected local government entity shall:

- be allocated toward a permanent school capacity improvement identified in the School District's financially feasible Five Year Facilities Work Plan which satisfies the demands created by the proposed development.
- be proportionate to the demand projected to be created by the proposed development.
- be executed by a legally binding agreement between the School District, the developer and the affected local government entity. The agreement shall include the terms of mitigation, including the amount, nature and timing, the amount and timing of any impact fee credits and the developers' commitment to continuing renewal of the agreement upon its expiration.

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

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

**Policy 2.4.5:** Mitigation shall be directed to projects on the School District's financially feasible 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/City/Town and the applicant executed prior to the issuance of the subdivision plat or the site plan. If the School District agrees to the mitigation, the School District must commit in the agreement to placing the improvement required for mitigation on its Work Plan. This development agreement shall include the landowner's commitment to continuing renewal of the development agreement upon its expiration.

**Policy 2.4.6:** The amount of mitigation required for each school level shall be determined by using the following formula:

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

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

Pursuant to Section 163.3180(13)(e)(2), F.S., the applicant's proportionate-share mitigation obligation shall be credited toward any other impact or exaction fee imposed by local ordinance for the same need, on a dollar-for-dollar based, at fair market value.

**Policy 2.4.7:** The student generation rates used to determine the impact of a particular development application on public schools, and the costs per student station are to be established annually by the School District. The student generation rates shall be reviewed and updated every year in accordance with professionally accepted methodologies.

#### **Objective 2.5: Capital Facilities Planning**

**The County/City/Town shall ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools.**

**Policy 2.5.1:** The County/City/Town shall ensure that future development pays a proportionate share of the costs of capital facility capacity needed to accommodate new development and to assist in maintaining adopted level of service standards, via impact fees and other legally available and appropriate methods in development conditions.

**Policy 2.5.2:** The City, in coordination with the School District, shall annually update, by December 1<sup>st</sup> of each year, the Total Revenue Summary and Project Tables, adopted by the School District no later than October 1<sup>st</sup> of each year, reflecting the School District's financially feasible Work Program, to ensure maintenance of a financially feasible Capital Improvements Program and to ensure level of service standards will continue to be achieved and maintained during the five-year planning period. Each year the Capital Improvements Plan will be evaluated to ensure that it meets these standards.

**Policy 2.5.3:** Consistent with Section 163.3177(12)(h), F.S., the future condition maps showing existing and anticipated schools over the five-year or long term planning period are hereby adopted. The maps of necessity may be general over the long-term planning period and do not prescribe a land use on a particular piece of land.