

ORDINANCE NO. 2013-03

An ordinance of the Board of County Commissioners of Calhoun County, Florida, amending and updating the 5-Year Schedule of Capital Improvements of the 2012-2025 Comprehensive Plan, pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Florida Statutes); Providing for Purpose and Intent, Providing the addition of Specific Infrastructure Capital Improvements; Providing for Applicability and Effect, and Severability, and a Copy on File, and providing for an Effective Date;

BE IT ORDAINED by the Calhoun County, Florida Board of County Commissioners:

WHEREAS, Chapter 125, Florida Statutes empowers the County to prepare and enforce comprehensive plans for the development of the County; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, empowers and requires the County Commission to (a) plan for the County's future development and growth; (b) adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the County; and

WHEREAS, pursuant to Section 163.3174(1), Florida Statutes, the Calhoun County Commission has designate themselves as the Local Planning Agency for the unincorporated area of Calhoun County; and

WHEREAS, supporting data and analysis documentation was prepared as background and justification for the revised Capital Improvements Schedule amendment; and

WHEREAS, the Local Planning Agency has prepared the proposed amendment and recommended approval of the amendment to the County Commission in a public hearing held on November 19, 2013, at 5:00p.m; and

WHEREAS, pursuant to Section 163.3177 (3)(b), Florida Statutes, the Board of County Commissioners of Calhoun County, Florida, held a public hearing on November 19, 2013, at 6:00 p.m. on the proposed amendments to the Capital Improvements Schedule, with due public notice having been provided, to obtain public comment; and

WHEREAS, in exercise of its authority the County Commission of Calhoun County, Florida, has determined it necessary and desirable to adopt the amended Capital Improvements Schedule to encourage the most appropriate use of land, water and resources, consistent with the public interest; and deal effectively with future issues that may result from the use and development of land within Calhoun County.

NOW, THEREFORE, BE IT ORDAINED by the County Commission of Calhoun County, Florida, as follows:

Section 1. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Local Government Comprehensive Planning Act, Sections 163.3161 through 163.3215, Florida Statutes, and Chapter 125, Florida Statutes, as amended;

Section 2. The 5-Year Schedule of Capital Improvements of the 2012-2025 Calhoun County Comprehensive Plan is hereby amended and updated to include the following projects:

**5-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS**

**Calhoun County hereby adopts by reference the 2013-14 to 2017-18 five year district facilities work plan as adopted by the Calhoun County School Board on September 10, 2013.**

Section 3. Applicability and Effect.

The applicability and effect of the Comprehensive Plan shall be as provided by the Local Government Comprehensive Planning Act, Sections 163.3161 through 163.3215, Florida Statutes, and this Ordinance.

Section 4. Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5. Copy on File.

A certified copy of the enacting ordinance, as well as certified copies of the 2012-2025 Calhoun County Comprehensive Plan as amended shall be filed with the Calhoun County Clerk of Court, and copies shall be made available to the public for a reasonable publication charge.

Section 6. Effective Date.

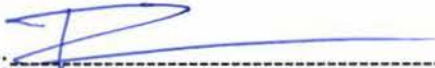
Pursuant to Section 163.3184, Florida Statutes, this Ordinance and the amended version of the Calhoun County 2012-2025 Comprehensive Plan shall not become effective until; the period for affected parties to file a petition has expired, and the Ordinance has been officially filed with the Secretary of State.

PASSED AND DULY ADOPTED, with a quorum present and voting, by the Board of  
County Commissioners of Calhoun County, Florida, this 19th day of November, 2013.

ATTEST:

  
HONORABLE CARLA HAND,  
Clerk of Court

CALHOUN COUNTY  
BOARD OF COUNTY COMMISSIONERS

By:   
HONORABLE THOMAS FLOWERS, Chairman

**CALHOUN COUNTY INTERLOCAL AGREEMENT FOR  
PUBLIC SCHOOL FACILITY PLANNING**

This agreement is entered into between the Calhoun County, Florida (hereinafter referred to as "County"), the City of Blountstown, Florida (hereinafter referred to as "City"), The Town of Altha, Florida (hereinafter referred to as "Town" and the School Board of Calhoun County (hereinafter referred to as "School Board").

**WHEREAS**, the County, the City, the Town, and the School Board, recognize their mutual obligation and responsibility for the education, nurture, and general well-being of the children within their community; and

**WHEREAS**, the County, the City, the Town, and the 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: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the school board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, 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, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

**WHEREAS**, Section 1013.33, *Florida Statutes* (F.S.), requires that the location of public educational facilities must be consistent with the comprehensive plan and implementing land development regulations of the appropriate governing body; and

**WHEREAS**, Sections 163.3177(6)(h)1. and 2., F. S., requires 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 Board, and describe the processes for collaborative planning and decision making on population projections and public school siting; and

**WHEREAS**, Section 163.3177(6)(h)4., F.S., Section 163.3180(13)(g), F.S. and Section 1013.33(2)(a), F.S. require the County, the City, the Town and the School Board to execute an interlocal agreement to implement the requirements of Section 163.3177, F.S.; and

**WHEREAS**, Section 163.3177, F.S., requires the interlocal agreement to include processes to ensure consistent population projections, sharing of information on existing and planned educational facilities, participation of each party in the planning of facilities and selection of school sites, procedures for determination of need and timing of onsite and offsite improvements  
support new schools, procedures for the school district to inform local governments of the

impact of comprehensive plan amendments on school capacity, participation by the local governments in preparation of the school district's 5-year facilities work plan and educational plant survey, a dispute resolution procedure, and an oversight process which includes an opportunity for public participation; and

**WHEREAS**, Section 163.3180(13)(g), F.S., requires the interlocal agreement to establish (1) mechanisms for coordinating development, adoption, and amendment of the local government's public school facilities element and the plans of the school district to ensure uniform district-wide school concurrency; (2) procedures for the development of siting criteria which encourages location of public schools in proximity to urban residential development and seeks co-location of schools with other public facilities; (3) uniform, district-wide level-of-service standards for public schools of the same type and a process for modifying those levels-of-service; (4) procedures for preparation, amendment, and joint approval of a financially-feasible local government public school capital facilities program; (5) the geographic application of school concurrency, or "concurrency service areas"; (6) a uniform district-wide procedure for implementing school concurrency; and (7) a process and uniform methodology for determining proportionate-share mitigation by development applicants; and

**WHEREAS**, the County, the City, the Town and the School Board enter into this Agreement in fulfillment of the above stated statutory requirements and in recognition of the benefits accruing to their citizens and students described above; and

**WHEREAS**, the County, the City, the Town and the School Board have mutually agreed that coordination of school facility planning and comprehensive land use planning is in the best interest of the citizens of Calhoun County; and

**WHEREAS**, the County has jurisdiction for land use and growth management decisions within its boundary and the City and the Town has similar jurisdiction for land use and growth management decisions within its incorporated boundary, and

**WHEREAS**, the School Board has the Constitutional responsibility to provide school facilities to ensure a uniform system of free public schools on a countywide basis to ensure adequate public education to the residents of Calhoun County, and

**WHEREAS**, the County, the City, and the Town have statutory authority to make land use decisions, authority to approve or deny comprehensive plan amendments and development orders, and

**WHEREAS**, the County, the City, the Town and the School Board agree that they can better fulfill their respective responsibilities by working in close cooperation to insure that adequate public school facilities are available for the residents of Calhoun County, and



**NOW THEREFORE**, be it mutually agreed between the Calhoun County Commission, the Blountstown City Council, the Town of Altha Town Council, and the Calhoun County School Board that the following procedures will be utilized to implement school concurrency and better coordinate public school facilities planning and land use planning:

**Section 1. School Siting Interlocal Agreement Committee Meeting**

- 1.1 One or more representatives of the County Commission, the School Board, and the governing bodies of the City and the Town will hold a publicly advertised annual meeting, with additional meetings to be scheduled as necessary in joint workshop sessions. The joint workshop session will be an opportunity for the County Commission, the School Board, and the City and Town Councils to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, school closures and joint use opportunities. The Calhoun County School Board Superintendent will be responsible for making the arrangements for this meeting and providing proper notification for all those concerned.

**Section 2. Student Enrollment and Population Projections**

- 2.1 In fulfillment of their respective planning duties, the County, the School Board, the Town, and the City agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment.
- 2.2 The School Board shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, *Florida Statutes*. The School Board may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating such a request the School Board will coordinate with the City, the Town, and the County regarding development trends and future population projections.
- 2.3 The School Board, working with the County and City and Town, will allocate projected student enrollment throughout the district to reflect development trends.

**Section 3. Coordinating and Sharing of Information**

- 3.1 Tentative District Educational Facilities Plan: On August 15th of each year, the School Board shall submit to the County and the City, the tentative district Five Year Facilities Work Program prior to adoption by the Board. The work program shall be financially feasible for a five-year period. The County, City and the Town shall review the work program and comment to the School Board within 15 days on the consistency of the work program with the local comprehensive plan, whether a comprehensive plan amendment will be necessary for any proposed educational facility, and whether the local government supports a necessary comprehensive

plan amendment. The School District should adopt the final plan and provide it to the local government no later than October 1<sup>st</sup> of each year, and the local government should incorporate the pertinent 5-year district facilities work plan projects into its local comprehensive plan no later than December 1<sup>st</sup> of each year.

- 3.2 Educational Plant Survey: Prior to initiating a new five-year educational plant survey, the School Board shall notify the County, the City and the Town, of its expected schedule for preparation of the new survey. Prior to approval of the new Education Plant Survey, the School Board shall provide a copy to the County, the City and the Town and request comment. Within 15 days the County, the City and the Town shall provide comments to the School Board regarding the consistency of planned school facilities, including school renovations and closures, with the local government comprehensive plan. The School Board shall consider these comments prior to adoption of the Work Program.
- 3.3 Growth and Development Trends: On July 1<sup>st</sup> of each year, local governments will provide the School Board with a report on growth and development trends within their jurisdiction. This report will include information on issues that may have an impact on school facilities and student enrollment such as future land use map amendments and pending or projected development orders which increase residential densities, residential building permits issued during the preceding year and their location and estimated number of building permits for previously approved development expected to be issued in the next three years.

#### **Section 4. School Concurrency Implementation**

- 4.1 Definitions: The terms used in this subsection shall be defined as follows:

Adequate school capacity - the circumstance where there is sufficient school capacity by school type, based on adopted Level of Service (LOS) standards, to accommodate the demand created by a proposed residential development.

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

Existing school facilities - school facilities constructed and operational at the time a completed application for residential development is submitted to the County, the Town or the City.

FISH Manual - the document entitled "Florida Inventory of School Houses (FISH)," 2010 edition, and that is published by the Florida Department of Education, Office of Educational Facilities (hereinafter the "FISH Manual").

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

Planned school facilities - school facility capacity that will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, pursuant to the School Board's adopted Five Year Facilities Work Program.

Previously approved development - shall mean lots of record established prior to adoption of the local government comprehensive plan and residential developments (platted subdivisions, family homesteads and/or platted, mixed-use planned developments) that were approved prior to adoption of this agreement.

Total school facilities - Existing school facilities and planned school facilities.

Utilization of capacity - current enrollment at the time of a completed application for residential development.

Work Program - the financially feasible School District's Five-Year Facilities Work Program adopted pursuant to section 1013.35, F.S. Financial feasibility shall be determined using professionally accepted methodologies.

School Type - In Calhoun County, Elementary School is grades Pre-K through 5 (Blountstown Elementary); Middle School is grades 6 through 8 (Blountstown Middle School); and High School is grades 9 through 12 (Blountstown High School). Calhoun County also has one Combination School grades Pre-K through 8 (Carr Elementary and Middle); and one Combination School grades Pre-K - 12 (Altha Public School).

#### 4.2 Level-of-Service Standards

- 4.2.1 Pursuant to Section 163.3180(13)(b), F.S., the Level of Service (LOS) standards set forth herein shall be applied consistently within the County and City for purposes of implementing school concurrency, including determining whether sufficient school capacity exists to accommodate a particular residential development proposal and for purposes of capital planning for school concurrency for the School Board.
- 4.2.2 The LOS standards set forth herein shall be included in the CIE of the County and the City Comprehensive Plans and shall be applied consistently to all schools of the same type by the Local Governments and the School Board, based upon the availability of school capacity on a less than district-wide basis as defined in Section 4.3.
- 4.2.3 The LOS standards may be amended only pursuant to the procedure set forth in this Agreement.



- 4.2.4 The LOS standard to be used by the Local Governments and the School Board to implement school concurrency on a district-wide basis by the same school type is as follows:

Elementary School grades Pre-K through 5  
100% FISH capacity

Middle School grades 6 through 8:  
100% FISH capacity

High School grades 9 through 12:  
100% FISH capacity

Combination School grades Pre-K through 8:  
100% FISH capacity

Combination School grade Pre-K – 12:  
100% FISH capacity

#### 4.3 Geographic Application of School Concurrency

- 4.3.1 The concurrency service areas shall be district wide and shall be co-terminus with the boundary of the County.

Any modification of the boundary of the Concurrency Service Areas shall be based on the consideration of the following criteria:

- Maximum utilization of school facilities
- Future growth and demographic changes
- Demographic/Socioeconomic balance
- Transportation costs and times (to the maximum extent feasible, transportation times must be consistent with State Board of Education Rule 6A-3.0171(6)(c), F.A.C.
- Minimize the disruption to students and families related to attendance zone changes
- Capacity commitments

- 4.3.2 Modifications to the concurrency service area boundaries shall be made by the mutual agreement of all parties and in accordance with the above criteria. Upon approval of the concurrency service area boundary modifications by the School Board, the County, and the Town and the City shall make any necessary adjustments and plan amendments to effectuate the modifications.

- 4.3.3 If, in the future, one or more parties to this Agreement desire to utilize a different method of determining concurrency service areas

the proposed modifications shall be agreed by all parties and will be documented as data and analysis in each Public School Facilities Element, and shall require an amendment to each local government comprehensive plan, and modification of this Agreement.

4.4 Demand Monitoring and Evaluation: The County, the School Board, and the City shall share information as provided for in Section 3 of this Agreement.

4.5 Applicability and Capacity Determination

4.5.1 Applicability: Final development orders for residential uses, issued on or after the effective date of the Public School Facilities Elements, shall be subject to the requirements for school concurrency provided in this Agreement and the Public School Facilities Elements.

4.5.2 Process for Determining School Facilities Concurrency

(a) The School Board staff will review and determine school capacity of each school type as defined in Section 4.2.

(b) Development applications must include the number and type of units, and projection of students by type of school based on the student generation rates established by the School Board.

(c) The County, the Town and the City will transmit completed applications for residential development to the School Board for a determination of whether there is adequate school capacity to accommodate the proposed residential development, based on the LOS standards.

(d) Within 15 working days from the date of the complete transmittal, the School Board staff will review the completed application and, based on the standards set forth in this Agreement, report in writing to the County, the Town, or the City; whether adequate school capacity exists for each school type based on the standards set forth in this Agreement. If the Agreement and local government comprehensive plans have been amended pursuant to Section 4.3.3 to establish sub-district concurrency service areas, and school capacity is not available for a school type in the affected concurrency service area but is available for that school type on a district wide basis, the School board shall evaluate whether capacity is available in one or more contiguous concurrency service area(s), and development impacts shall be shifted to contiguous service areas with schools having available capacity.

(e) If the School Board determines that adequate capacity does not exist in the affected or a contiguous concurrency service area, but that mitigation may be an acceptable alternative, the development application will remain active pending the conclusion of the mitigation negotiation period.

(f) The County, the Town and the City will issue a School Concurrency Determination only upon:

1. the School Board's written determination that adequate School capacity will be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval for each school type without mitigation; or
2. the execution of a legally binding mitigation agreement between the applicant, the School Board, and appropriate Local Government(s), as provided by this Agreement.

(g) If the School Board determines that adequate capacity will not be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval and mitigation is not an acceptable alternative, the County, the Town and the City will not issue a School Concurrency Determination and will deny the residential development order or defer action until such time as the School Board reports that capacity is available or acceptable mitigation agreement is approved by the School Board and the appropriate Local Government(s).

#### 4.5.3 Concurrency Determination Standards

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

1. Calculate, by school type, total school facilities permanent capacity facilities by adding the capacity provided by existing school facilities and the capacity of any planned school facilities in the first three years of the capital improvements schedule;
2. Calculate available school capacity by subtracting from the total permanent school capacity the sum of:
  - a. current utilization of capacity;

b. the portion of capacity reserved based on valid, unexpired development orders previously issued by the County, Town, or City, adjusted to account for construction completed pursuant to those development orders;

c. the portion of previously approved development as defined in Section 4.1 (vested from concurrency) projected to be developed within three years; and

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

#### 4.6 Proportionate Share Mitigation

a) The School District and local government shall establish within the supporting data and analysis for the Public School Facilities Element the following standards for the application of proportionate share mitigation:

1. Student generation multipliers for residential housing units for elementary, middle, and high school grade grouping. Student Generation Multipliers shall be based upon the best available district-specific data and derived by a professionally acceptable methodology;

2. Cost per student station estimates for each school type. Such estimates shall include all cost of providing instructional and core capacity including land, design, buildings, equipment and furniture, and site improvements. The cost of ancillary facilities that generally support the school district and the capital costs associated with the transportation of students shall not be included in the Cost per Student Station estimate used for proportionate share mitigation;

3. The capacity of each school; and

4. The current and projected enrollment of each school.

The above factors shall be reviewed annually and certified for application for proportionate share mitigation purposes during the period that the Five-Year District Facilities Program is in effect as referenced in Section 3.1.

b) Upon the request of the applicant to pursue proportionate share mitigation, the school district staff shall evaluate the application to

1. Determine the proportionate share amount for the portion of the impact of the residential development in excess of available capacity,

2. Evaluate available options for proportionate share mitigation and

3. Recommend the terms and conditions for proportionate share mitigation, if any.

c) Options for mitigation acceptable to the County, City, Town, and School Board, as negotiated by the School Board on a case-by-case basis, may include the contribution of land; the construction, expansion, or payment for land acquisition or construction of a public school facility; or the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits. The findings of the evaluation shall be forwarded in writing to the local government and to the School Board for consideration.

d) The proportionate share for a development shall be determined by the following formula:

**Formula to determine need:**

<b>Number Of Dwelling Units Generated By Development Proposal</b>
<i>Multiplied By (X)</i>
<b>Student Generation Multiplier by School Type</b>
<i>Minus (-)</i>
<b>Available Capacity by School Type</b>
<i>Equals (=)</i>
<b>Number of New Student Stations Required For Mitigation</b>

**Formula to determine cost of determined need:**

<b>Number of New Student Stations Required For Mitigation By School Type</b>
<i>Multiplied By (X)</i>
<b>Cost Per Student Station by School Type</b>
<i>Equals (=)</i>
<b>Cost of Proportionate Share Mitigation</b>

e) The above formula shall be calculated for each housing type within the proposed development and for each school type for which a capacity deficiency has been identified. The sum of these calculations shall be the proportionate share amount for the development under review.

f) The Local Government and the School Board shall consider the evaluation report and the options that may be available for proportionate share mitigation including the amendment of the Five-Year District Facilities Program. If the Local Government and the School Board find that acceptable options exist for proportionate share mitigation, they shall authorize the preparation of a Development Agreement pursuant and other documentation appropriate to implement the proportionate share mitigation option(s). Consistent with Section 163.3180 F.S., the agreement shall require the landowner to agree to continuing renewal of the agreement upon its expiration.

g) Upon execution of the proportionate share mitigation agreement among the applicant, the Local Government and the School Board; the Local Government may issue a development order for the development. The development order shall condition approval upon compliance with the Development Agreement.

#### 4.7 Plan Coordination

##### 4.7.1 Comprehensive Plan Coordination

a). The County and the Cities in coordination with the School Board will adopt Comprehensive Plan amendments to ensure a uniform school concurrency system, including:

1. a Public Schools Facilities Element, pursuant to sections 163.3177(12) and 163.3180, F.S.;
2. changes to the Intergovernmental Coordination Element necessary to effectuate school concurrency methodologies and processes, as provided herein; and
3. changes to the Capital Improvements Element necessary to effectuate school concurrency methodologies and processes, as provided herein.

4.7.2 Land Development Code: Following the amendment of the County and the City's Comprehensive Plans, as provided herein, Local Governments will adopt land development regulation amendments to implement school concurrency consistent with their Comprehensive Plans, State Law (sections 163.3180 and 163.3202, F.S.), and the terms of this Agreement.



#### 4.7.3 Five-Year Facilities Work Program

##### a) Amendments to the School District's Five-Year Facilities Work Program

Prior to the adoption of amendments to the Five-Year Work Program, that affect school capacity for concurrency other than the annual updates addressed in Section 3.1 of this Agreement, the School Board shall coordinate with Local Governments and provide them an opportunity to comment on the consistency of the amendment with the Local Governments Comprehensive Plan, including the Capital Improvements Element and determine whether a comprehensive plan amendment will be necessary for any proposed educational facility.

##### b) Capital Improvements Element

Annually, by December 1<sup>st</sup> of each year, the County, the Town, and the City will adopt an amendment to their Comprehensive Plan Capital Improvements Elements (CIEs), as necessary in order to incorporate the School Board's Adopted Five-Year Facilities Work Program adding a new fifth year that will ensure the achievement and maintenance of the adopted level of service standards by the end of the 5-year period. Following a Work Program update or amendment, made in accordance with this Agreement, the County and the City will consider further amendments to their CIEs to incorporate such updates or amendments required to achieve or maintain the adopted level of service through the five years covered by the Work Program.

#### **Section 5. School Site Selection, Significant Renovations, and Potential School Closures**

- 5.1 When the need for a new school is identified in the district educational facilities plan, the School Board will establish a Public Schools Advisory Committee (PSAC) for the purpose of reviewing potential sites for new schools and proposals for significant renovation and potential closure of existing schools. In addition to appropriate members designated by the School Board, the Committee will include at least one staff member of the County and a representative from the City and the Town.
- 5.2 The Public Schools Advisory Committee will develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the district's Five Year Facilities Work Program for significant renovation (25% or greater increase in work station/desk space) and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan.

Based on information gathered during the review, the Committee will submit recommendations to the Superintendent or designee.

- 5.3 The PSAC, the School Board, and the Local Governments when evaluating new school sites will consider the following issues:
- (a) The location of schools proximate to urban residential development and which provide potential focal points for community activities, including opportunities for shared use and co-location with other community facilities;
  - (b) Compatibility of the school site with present and future land uses of adjacent property considering the safety of students or the effective provision of education.
  - (c) Whether existing schools can be expanded or renovated to support efficient use of existing infrastructure, and the discouragement of urban sprawl;
  - (d) Site acquisition and development costs;
  - (e) Consistency of the proposed location with the applicable local government comprehensive plan(s);
- 5.4 At least 60 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within 45 days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to section 1013.33(12), *Florida Statutes*.
- 5.45 In conjunction with the preliminary consistency determination described in subsection 5.4 of this agreement, the School Board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant renovation 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.
- Section 6. Local Planning Agency, Comprehensive Plan Amendments and Development Approvals**
- 6.1 The County, the City and the Town will include a nonvoting representative appointed by the School Board on the local planning agencies, or equivalent

agencies, to attend or provide comments at those meetings at which the agencies consider comprehensive plan amendments and development orders that would if approved, increase residential density on the property that is the subject of the application or that is proximate to an existing or planned school site. The County, the City and the Town may at their discretion grant voting status to the School Board appointee.

- 6.2 The County, the City and the Town agree to give the School Board notification of comprehensive plan amendments and development proposals pending before them that may affect student enrollment or an existing or planned school site. Within 45 days after notification by the local government, the School Board will advise the local government of the compatibility of the proposed land use change with school sites and/or school enrollment impacts anticipated to result from the proposed land use application or development proposal, and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State Requirements for Educational Facilities. The County, the City and the Town agree to consider the School Board's comments in making its decision on the development proposal.
- 6.3 If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board will specify how it proposes to meet the anticipated student enrollment demand; alternatively, the School Board, local government, and developer will collaborate to find means to ensure sufficient capacity will exist to accommodate the development, such as, developer contributions, project phasing, or developer provided facility improvements.

## **Section 7. Co-location and Shared Use**

- 7.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, co-location and shared use of school and governmental facilities for health care and social services will be considered.
- 7.2 A separate agreement may be necessary for instances of co-location and shared use, which addresses legal liability, operating, and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from co-location and shared use.

**Section 8. Resolution of Disputes**

- 8.1 If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, *Florida Statutes* and/or the local governments Comprehensive Plans.

**Section 9. Oversight Process**

- 9.1 At the publicly advertised annual meeting described in subsection 1.1, the Committee meeting will include as agenda items a review of the overall Agreement and an evaluation of the school concurrency system. The Committee shall report to the participating local governments, the School Board, and the general public on the effectiveness with which the interlocal agreement is being implemented.

**Section 10. AMENDMENT AND TERMINATION OF AGREEMENT.**

- 10.1 This Agreement may be amended only by the written consent of the County, the City, the Town and the School Board. Changes, which may be mutually agreed upon, shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.
- 10.2 Any party to this Agreement may terminate its participation in the Agreement by providing a 60 day written notice to the other parties and to the Florida Department of Community Affairs. Withdrawal from the agreement by any party shall not alter the terms of the agreement with respect to the remaining signatories.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Calhoun County, the City of Blountstown, the Town of Altha, and the Calhoun County School Board, on this 12<sup>th</sup> day of May, 2011.

ATTEST:

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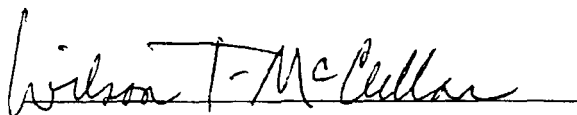
Calhoun County Board of Commissioners

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Blountstown City Council

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Altha Town Council

A handwritten signature in cursive script, appearing to read "Wilson T. McClan", is written over a horizontal line.

Calhoun County School Board

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Calhoun County, the City of Blountstown, the Town of Altha, and the Calhoun County School Board, on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:





Calhoun County Board of Commissioners

Blountstown City Council

Altha Town Council

Calhoun County School Board

CERTIFIED A TRUE COPY  
  
RUTH W. ATAWAY  
CLERK CIRCUIT COURT  
CALHOUN COUNTY FLORIDA



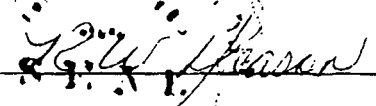


IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of Calhoun County, the City of Blountstown, the Town of Altha, and the Calhoun County School Board, on this 10<sup>th</sup> day of May, 2011.

ATTEST:

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Calhoun County Board of Commissioners

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Blountstown City Council

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Altha Town Council

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Calhoun County School Board