

From: [Samuel vilchez](#)
To: [Me](#); [Smith, Katie](#); [Charter](#)
Subject: Additional Information for Upcoming CRC Meeting
Date: Wednesday, August 28, 2019 11:06:27 AM

Dear CRC Staff,

I hope this email finds y'all well.

I would like for the following documents and presentations to be part of our next meeting's agenda package, in regards to our conversation on School Capacity and interlocal agreements:

[OCPS - Capacity and Concurrency Page](#)

[OCPS - 2018 Town hall meeting on the Process of Building New Schools](#)

[OCPS - 10 year Capital Improvement Plan \(2017-2018\)](#)

[Current interlocal agreement between Orange County School Board, Orange County government, and local municipalities for Public School Facility Planning and Implementation of Concurrency \(2011\)](#)

[OCPS - Elementary School Capacity and Enrollment Data \(2017-2018\)](#)

[OCPS - Middle School Capacity and Enrollment Data \(2017-2018\)](#)

[OCPS - High School Capacity and Enrollment Data \(2017-2018\)](#)

[OCPS - Enrollment Data and 10 year projection per school](#)

[OCPS - 2018 Developer Information Workshop](#)

[OCPS - 2017 Citizen Planner Academy Presentation](#)

Best,
Samuel Vilchez Santiago

Pty	District	Campus	Type	Planned Opening Year
Comprehensive / Replacement (Sales Tax List of 136)				
74	5	OCPS Academic Center for Excellence	Relief/ Replacement	2017
90	5	Carver MS	Replacement	2017
94	2	Engelwood ES	Replacement	2017
96	5	Oak Hill ES	Replacement	2017
102	5	Rock Lake ES	Replacement	2017
110	5	Washington Shores PLC	Comprehensive	2017
114	5	Mollie Ray ES	Comprehensive	2017
117	5	Ivey Lane ES	Replacement	2017
122	3	Meadow Woods ES	Replacement	2017
92	3	Dover Shores ES	Comprehensive	2018
93	3	Cypress Park ES	Comprehensive	2018
98	6	Lake Como/ Kaley K8	Relief	2018
99	6	Hillcrest ES	Comprehensive	2018
105	1	Union Park ES	Comprehensive	2018
106	5	Pine Hills ES	Replacement	2018
124	4	Frangus ES	Replacement	2018
127	7	Maxey ES	Replacement	2018
129	6	Hungerford ES	Replacement	2018
130	2	Hidden Oaks ES	Replacement	2018
100	1	Corner Lake MS	Comprehensive	2019
111	3	Lake George ES	Comprehensive	2019
116	2	Sunrise ES	Comprehensive	2019
118	6	Lake Gem ES	Comprehensive	2019
119	2	Deerwood ES	Replacement	2019
120	3	Pershing/ Pine Castle K8	Replacement	2019
65	6	Accel Academy West	Comprehensive	2020
108	4	Southwest MS	Comprehensive	2020
113	5	Magnolia Except Ed	Comprehensive	2020
121	6	Rolling Hills ES	Comprehensive	2020
125	3	Winegard ES	Comprehensive	2020
128	2	Pinar ES	Comprehensive	2020
131	5	Gateway School	Replacement	2021
132	3	Meadow Woods MS	Comprehensive	2021
15	7	Apopka 9GC		
76	4	West Orange 9GC		
101	6	Fern Creek ES		
103	3	Durrance ES		
104	3	Kaley ES		
107	6	Hungerford Prep		
109	3	Pine Castle ES		
112	3	Cherokee School		
115	6	Silver Star Center		
126	7	Clarcona ES		
133	5	Mid-Florida Tech	Comprehensive	2022
134	7	Westside Tech	Replacement	2022
135	6	Winter Park Tech	Replacement	2022
136	5	Orlando Tech	Comprehensive	2022

KEY	
	Accelerated Project
	Unitary Status School

Pty	District	Campus	Type	Planned Opening Year
Relief Schools (Proposed 10 YR Capital Improvement Plan)				
---	2	Timber Springs MS	Relief	2017
---	2	Innovation MS	Relief	2017
---	4	Windermere HS	Relief	2017
---	2	Laureate Park ES	Relief	2017
---	4	Westpointe ES	Relief	2017
---	6	133-K8-N-6	Relief	2018
---	4	37-M-SW-4	Relief	2019
---	4	25-E-SW-4	Relief	2019
---	4	49-E-W-4	Relief	2019
---	4	20-E-SW-4	Relief	2020
---	5	118-E-SW-5	Relief	2020
---	7	90-E-N-7	Relief	2021
---	4	80-H-SW-4	Relief	2022
---	2	83-E-SE-2	Relief	2022
---	3	30-E-SE-3	Relief	2022
---	4	65-M-W-4	Relief	2023
---	7	102-E-W-7	Relief	2023
---	2	97-E-SE-2	Relief	2023
---	4	85-E-W-4	Relief	2024
---	7	72-E-W-7	Relief	2025
---	2	43-E-SE-2	Relief	2025
---	7	134-K8-N-7	Relief	2026
---	2	50-H-SE-2	Relief	2027

KEY

 Accelerated Project

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND IMPLEMENTATION OF CONCURRENCY

This **FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND IMPLEMENTATION OF CONCURRENCY** (the "Agreement") is entered into among the **SCHOOL BOARD OF ORANGE COUNTY** (hereinafter referred to as "School Board"), **ORANGE COUNTY** (hereinafter referred to as "County"), and the following cities and towns: **CITY OF APOPKA, CITY OF BELLE ISLE, TOWN OF EATONVILLE, CITY OF EDGEWOOD, CITY OF MAITLAND, TOWN OF OAKLAND, CITY OF OCOEE, CITY OF ORLANDO, TOWN OF WINDERMERE, CITY OF WINTER GARDEN, and CITY OF WINTER PARK** (collectively, "Municipalities") (together with the County, hereinafter sometimes referred to jointly as "Local Governments").

R E C I T A L S

WHEREAS, the School Board, County, and Municipalities recognize their respective obligations and responsibilities for the education, nurture and general well-being of the children within their communities; and

WHEREAS, the School Board, County, and Municipalities recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their land development programs with the School Board's facilities planning process: namely (1) better coordination of the establishment of new schools in time and place with Residential Development, (2) greater efficiency for the School Board and Local Governments by locating 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 on schools that result from urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, sections 1013.33 and 163.31777, Florida Statutes, require the coordination of planning between School Board and the Local Governments to ensure that plans for construction and opening of schools are facilitated and coordinated in time and place with plans for Residential Development, concurrently with other necessary services. Such planning requires, in part and without limitation, that the location of schools must be consistent with the Comprehensive Plan and implementing Land Development Regulations of the Applicable Local Government; and

WHEREAS, sections 163.31777(1)(a) and 1013.33(2)(a), Florida Statutes, further require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the School Board to jointly establish the specific ways in which the plans and processes of the School Board and the local governments are to be coordinated; and

WHEREAS, local governments must review proposed amendments to an adopted future land use element for availability of necessary facilities and services so that proposed Comprehensive Plan amendments will maintain consistency with the requirements of section 163.3177(6)(a) when applied to the future land use element proposed to be amended; and

WHEREAS, section 163.3180(13)(g), Florida Statutes, requires that the School Board and the Applicable Local Governments enter into an interlocal agreement to implement statutory school concurrency requirements; and

WHEREAS, sections 163.31777(2)(e) and 163.3180(13)(g)6.b., Florida Statutes, require that the interlocal agreement implementing school concurrency provide an opportunity for the School Board to review and comment on the effect of Comprehensive Plan amendments and Rezoning on the public school facilities plan; and

WHEREAS, Section 10 of this Agreement is intended to satisfy the requirement of section 163.3180(13)(g)6.b. by providing an opportunity for the School Board to review and comment on the effect of proposed Comprehensive Plan amendments and Rezoning on public schools and to provide an opportunity for local governments to consider the availability of School Capacity when reviewing proposed Comprehensive Plan amendments and proposed Rezoning; and

WHEREAS, to avoid confusion, Section 10 of this Agreement will have its own definitions applicable only to Section 10; and

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

WHEREAS, the County, Municipalities and School Board have mutually agreed that coordination of school facility planning and comprehensive land use planning is in the best interests of the citizens of said County and Municipalities; and

WHEREAS, the County has jurisdiction for land use and growth management decisions within its unincorporated boundaries and the Municipalities have similar jurisdiction within their respective municipal boundaries; and

WHEREAS, the School Board has the responsibility to provide school facilities to ensure a free and adequate public education to the residents of the County and Municipalities; and

WHEREAS, the County, Municipalities and School Board agree that they can better fulfill their respective responsibilities by working in close cooperation to ensure that adequate public school facilities are available for the residents of the County and Municipalities; and

WHEREAS, Interlocal Agreements previously entered into by and among the Municipalities, County, and School Board must be updated or in some instances superseded; and

WHEREAS, the School Board, the County, and the Municipalities (except for the Town of Eatonville and the City of Edgewood) entered into that certain Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency, which was approved by the Board of County Commissioners on June 10, 2008 (the "Amended Interlocal Agreement"), for the purpose of implementing school concurrency pursuant to chapter 163, Florida Statutes; and

WHEREAS, pursuant to Section 13.4 of the Amended Interlocal Agreement, upon final approval by the School Board and the Local Governments, any amendment to the Level of Service standards requires an amendment to each Local Government's Comprehensive Plan in addition to an amendment to the Amended Interlocal Agreement; and

WHEREAS, pursuant to Section 16.2 of this Agreement, the School Concurrency Service Areas shall be included as part of the supporting data and analysis for the Local Governments' respective Comprehensive Plans; and

WHEREAS, pursuant to Section 14.3 of the Amended Interlocal Agreement, any changes to the School Concurrency Service Areas shall not be effective until approval by School Board, County and Municipalities, and prior to adopting any change to the School Concurrency Service Areas, School Board must make certain verifications with regard to the changes; and

WHEREAS, pursuant to Section 21 of the Amended Interlocal Agreement, any amendments to the Interlocal Agreement must be in writing and must be executed by all parties thereto; and

WHEREAS, the School Board, the County, and the Municipalities (except for the Town of Eatonville and the City of Edgewood) entered into that certain First Amendment to Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency for the purpose of modifying the Level of Service ("LOS") standards, the School Concurrency Service Areas ("CSA"s), and making other necessary changes, which was approved by the Board of County Commissioners on April 20, 2010 (the "First Amendment"); and

WHEREAS, section 13.2 of the Amended Interlocal Agreement created Long Term Concurrency Management Systems for certain CSAs identified in Appendix E to that Agreement; and

WHEREAS, School Board, County, and Municipalities acknowledge that incorporation of LOS standards, establishment of CSAs, and adoption of Long Term Concurrency Management Systems are accomplished by adoption into Local Governments' respective Comprehensive Plans; and

WHEREAS, the School Board, the County, and the Municipalities wish to amend the Amended Interlocal Agreement, as amended, such that modifications to the School Concurrency Service Areas and the Long Term Concurrency Management Systems may be made solely by amending the Local Government Comprehensive Plans, rather than amending the Local Government Comprehensive Plans and this Agreement.

NOW THEREFORE, be it mutually agreed by and among the School Board, Orange County, and the City of Apopka, City of Belle Isle, Town of Eatonville, City of Edgewood, City of Maitland, Town of Oakland, City of Ocoee, City of Orlando, Town of Windermere, City of Winter Garden and City of Winter Park that the procedures set forth below will be followed in coordinating land use and public school facilities planning:

Section 1. Recitals

The recitals set forth above are true and correct and are incorporated herein.

Section 2. Incorporation of Prior Amendment

This Agreement incorporates the First Amendment and supersedes the Amended Interlocal Agreement in its entirety.

Section 3. Definitions

Except as otherwise specified in Section 10 of this Agreement, the following words and terms shall have the following meanings in the interpretation of this Agreement:

Adjusted FISH Capacity: the number of students who can be served in a permanent public school facility as provided in the Florida Inventory of School Houses adjusted to account for the design capacity of Modular or In-Slot Classrooms on the campuses designed as Modular or In-Slot schools, but not to exceed Core Capacity.

Adjacency Review: the review as provided in Section 18.6 of this Agreement of School Concurrency Service Areas adjacent to the School Concurrency Service Area in which the proposed Residential Development is located.

Applicant: the person or entity submitting a Development Application (as defined in Section 10.1 hereof) or School Concurrency Determination Application, including its principals, agents, successors, and assigns.

Applicable Local Government: either the Local Government with land use jurisdiction over a proposed Residential Development, or the Local Government with land use jurisdiction over a proposed school site.

Available School Capacity: the ability of a School Concurrency Service Area to accommodate the students generated by a proposed development at the adopted Level of Service standards. Available School Capacity shall be derived using the following formula for each School Type:

Available School Capacity = (School Capacity x Adopted Level of Service¹) – (Enrollment ²+ Reserved Capacity)

Where:

¹Adopted Level of Service = the ratio, expressed as a percentage, of Enrollment to School Capacity as jointly adopted by the School Board and Local Governments.

²Enrollment = Student enrollment as counted in the most recent official October count.

Capacity Commitment Agreement: an executed Capacity Enhancement Agreement, whether individually or as part of a consortium of Capacity Enhancement Agreements, containing commitments to fund wholly or partially the construction of public school facilities to provide School Capacity at identified public schools required to serve the affected Residential Developments, as more fully set out in a Resolution of the School Board to be adopted within thirty (30) days from the date the School Board executes this Agreement.

Capacity Encumbrance Letter: a written determination from an Applicable Local Government temporarily reserving Available School Capacity during the pendency of a Site Plan application approval process and temporarily reserving the Available School Capacity needed to accommodate the impacts of the Applicant's proposed Residential Development upon completion of the requirements in Section 18.7(a) of this Agreement.

Capacity Reservation Fee: a fee to reserve capacity, in an amount equivalent to the value of the impact fees calculated to be due from a proposed Residential Development as of the date of the reservation of capacity.

Certificate of School Concurrency: a written determination by an Applicable Local Government that all school concurrency review requirements have been satisfied for the proposed development and that the School Board has issued a School Concurrency Recommendation indicating that Available School Capacity is sufficient to accommodate students generated by the proposed Residential Development. A Certificate of School Concurrency vests a Residential Development for school concurrency, and reserves School Capacity for the proposed Residential Development, subject to (1) any conditions set forth in the Certificate of School Concurrency, (2) the requirements of this Agreement, (3) any ordinances or policies implementing this Agreement, and (4) any conditions imposed as part of, or as an inducement to, the School Concurrency Recommendation. A Certificate of School Concurrency may be included as part of a consolidated concurrency approval including other concurrency requirements by an Applicable Local Government and is not required to be a separate document.

Comprehensive Plan: a County or Municipality's plan that meets the requirements of section 163.3177, Florida Statutes.

Core Capacity: the maximum number of students that can be effectively served in a school dining facility.

Development Analysis: the document required to be prepared and submitted under Section 18.4 of this Agreement as a requirement for the review of a School Concurrency Determination Application.

Development Impact: projected students from a Residential Development as a result of approval of a Development Application or School Concurrency Determination Application, calculated by multiplying the proposed number of dwelling units by the student generation rates by School Type as set forth in the most recent School Impact Fee Study, as may be updated from time to time.

Development of Regional Impact: a development within the definition of section 380.06, Florida Statutes.

District Facilities Work Program: the financially feasible District Facilities Work Program adopted by the School Board pursuant to section 1013.35(2)(a)2. And 1013.35(2)(b), Florida Statutes.

Educational Facilities Plan: the planning document adopted by the School Board pursuant to and consistent with sections 1013.35(2) and 1013.35(4), Florida Statutes that includes the District Facilities Work Program.

Educational Plant Survey: the survey of public school facilities, along with ancillary and supporting facilities, conducted by the School Board pursuant to and consistent with section 1013.31, Florida Statutes.

Encumbered Capacity: the School Capacity temporarily allocated to a Residential Development for one hundred eighty (180) days after the issuance of a Capacity Encumbrance Letter.

Final School Concurrency Recommendation: a written communication from the School Board informing the Applicable Local Government and Applicant that the School Board has: (i) calculated that there is sufficient Available School Capacity to accommodate the impacts of the Applicant's proposed Residential Development, or (ii) has calculated that there is insufficient Available School Capacity to accommodate the impacts of the Applicant's proposed Residential Development, but the School Board and the Applicant have negotiated and agreed upon a Proportionate Share Mitigation Agreement to address the impacts of the Applicant's proposed Residential Development, or (iii) has calculated that there is insufficient Available School Capacity to accommodate the impacts of the Applicant's proposed Residential Development and that the School Board and the Applicant were unable to agree upon a Proportionate Share Mitigation Agreement.

In-Slot Classrooms: relocatable classrooms that conceptually 'slide' into the spaces along a common walkway, as part of a modular campus which is characterized by a campus with brick and mortar core facilities and covered concrete walkways leading to the relocatable classrooms, and which are located at the following elementary schools: Clay Springs, Cypress Springs, Frangus, Hidden Oaks, Hunter's Creek, John Young, Little River, Meadow Woods, MetroWest, Palm Lake, Rock Springs, Shingle Creek, Ventura, Waterbridge, Waterford, and Arbor Ridge.

Land Development Regulations: ordinances enacted by an Applicable Local Government pursuant to section 163.3213(2)(b), Florida Statutes.

Level of Service: percentage of Enrollment to School Capacity jointly adopted by the School Board and Applicable Local Governments and documented in Section 15 of this Agreement.

Permanent Student Station: space and capital resources considered to be satisfactory to accommodate an individual student within a non-relocatable educational facility as determined by the State of Florida Department of Education, as more specifically set forth in the State Requirements for Educational Facilities and including In-Slot Classrooms.

Preliminary School Concurrency Recommendation: a written communication from the School Board to the Applicable Local Government and the Applicant informing the Applicable Local Government of the School Board's preliminary calculation of the effect of the Applicant's proposed Residential Development on Available School Capacity for the applicable School Concurrency Service Areas. If the School Board calculates that an Applicant's proposed Residential Development will not cause the affected School Concurrency Service Areas to exceed capacity at the adopted Level of Service standards, then the Preliminary School Concurrency Recommendation shall become a Final School Concurrency Recommendation, upon which an Applicable Local Government may rely in encumbering and/or reserving the requisite Available School Capacity needed to accommodate the impacts of the Applicant's proposed Residential Development consistent with the requirements in Section 18.7(a) of this Agreement.

Proportionate Share Mitigation: an improvement or contribution made by an Applicant pursuant to a binding and enforceable agreement between the Applicant, School Board and Applicable Local Government to provide monetary compensation or other mitigation for the additional demand on deficient public school facilities created by a proposed Residential Development, as mandated in section 163.3180(13)(e), Florida Statutes, and as set forth in Section 19 of this Agreement.

Public School Facilities Element: the section of the County or a Municipality's Comprehensive Plan addressing the provision of educational facilities as required by sections 163.3177(12) and 163.3180(13)(a), Florida Statutes.

Reserved Capacity: School Capacity allocated to a particular Residential Development for a period of time specified in a Certificate of School Concurrency or a Capacity Commitment Agreement. For purposes of calculating Available School Capacity, Reserved Capacity also means the total amount of School Capacity reserved for all Residential Developments within a School Concurrency Service Area.

Residential Development: any development that is comprised of Residential Units, in whole or in part, for non-transient human habitation, and includes single-family housing and multi-family housing, regardless of whether the Applicable Local Government's approval procedure for such development is considered commercial or residential.

Residential Unit: any occupied structure or part thereof, which is designed exclusively for human habitation and meets all applicable government requirements for residential use on a continuous basis; i.e., having hot and cold running water and adequate facilities for heating, cooking, sleeping, and the sanitary elimination of wastes. Hotels, motels, and temporary lodging facilities are specifically excluded.

Rezoning: a change in zoning classification that will result in a net increase of Residential Units on the property that is the subject of the Rezoning. For purposes of Section 10 of this Agreement, the term "Rezoning" shall also mean any land use change not necessarily denoted or characterized as a Rezoning (such as a change to a land use plan, master plan or development plan in a mixed use development, Development of Regional Impact, planned unit development, etc.) that will result in a net increase of ten (10) or more Residential Units on the property.

School Attendance Zone: a geographic area where students who reside within such area must attend a single designated school.

School Capacity: Adjusted FISH Capacity for the applicable School Concurrency Service Area as programmed in the first three (3) years of the District Facilities Work Program.

School Concurrency Determination Application: the written submittals for the determination of Available School Capacity for a Residential Development or a phase of a Residential Development, which is included as part of an application for Site Plan approval.

School Concurrency Recommendation: a written communication from the School Board informing the Applicable Local Government and Applicant that the School Board has (i) calculated that there is sufficient Available School Capacity to accommodate the impacts of the Applicant's proposed development, (ii) has calculated that there is no Available School Capacity, or an insufficient amount of Available School Capacity to accommodate the impacts of the Applicant's proposed development and recommends a Proportionate Share Mitigation agreement to address the impacts of an Applicant's proposed Residential Development, or (iii) has calculated that an Applicant's proposed residential development does not meet the requirements necessary to satisfy school concurrency and that the School Board and the Applicant were unable to agree on a proportionate share mitigation.

School Concurrency Service Area: a geographic area in which the Level of Service standards are measured by the School Board as designated in Section 15 of this Agreement.

School Impact Fee: the amounts due under the School Impact Fee Ordinance in connection with the construction of new School Capacity needed to accommodate Residential Development.

School Impact Fee Ordinance: Article V, Chapter 23, Orange County Code of Ordinances.

School Impact Fee Study: the study used by the County to update its School Impact Fee Ordinance, which shall mean, as of the date of this Agreement, that study prepared by Tindale-

Oliver & Associates, Inc., as of July 16, 2007, which may be amended and superseded from time to time.

School Type: a category of school based on instruction level, whether elementary school grades, middle school grades, or high school grades; ninth-grade centers shall be included with high schools and Arbor Ridge K-8 and Windy Ridge K-8 centers shall be included with elementary schools; grades Kindergarten through 5 of Blankner K-8 shall be included in elementary schools and grades 6-8 of Blankner K-8 shall be included with middle schools. Levels of Service for future K-8 schools will be consistent with the applicable School Attendance Zone.

Site Plan Approval: a subdivision approval or its functional equivalent under the Land Development Regulations of the Applicable Local Government, for any Residential Development or any phase of a Residential Development, whether single-family or multi-family. The Parties acknowledge that the County and the Municipalities may each have different terms within their individual Land Development Regulations describing this process.

State Requirements for Educational Facilities: the construction standards and requirements for the construction of schools, established pursuant to Rule 6A-2.0010, Florida Administrative Code.

Section 4. Interlocal School Planning Meetings

Representatives appointed by the chief executive of the School Board, County, and each Municipality shall meet on a quarterly basis or as called by any of the parties hereto to review proposed ordinances of the Municipalities and the County that might effect school concurrency, and formulate recommendations regarding coordination of land use and school facilities planning, and needed supporting infrastructure including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support the school facilities and ensure safe student access as well as the implementation of this Agreement. Representatives from the East Central Florida Regional Planning Council will also be invited to attend. The School Board shall be responsible for making meeting arrangements, providing notification and maintaining a written summary of meeting actions. The group so convened shall be referred to as the "Technical Advisory Committee," also known as the "Interlocal Planners Group."

Section 5. Student Enrollment and Population Projections

In fulfillment of their respective planning duties, the School Board, County, and Municipalities agree to coordinate and base their plans upon consistent projections of the amount, type, and geographic distribution of population growth and student enrollment. Countywide five (5) and ten (10) year population and student enrollment projections shall be revised annually by the School Board and provided at the first opportunity to the Technical Advisory Committee. In addition, the School Board shall work with the County or the County's designated consultant to calculate a Student Generation Rate by School Type. In preparing said population and student enrollment projections, the School Board shall coordinate with the Municipalities and the County to ensure, inter alia, that new Residential Development and

redevelopment information as provided by the Municipalities and County is reflected in updated projections to be provided pursuant to Section 6 below.

Section 6. Coordinating and Sharing of Information

6.1 Tentative District Educational Facilities Plan. Annually, the School Board shall submit to the County and each Municipality the tentative district Educational Facilities Plan at least ninety (90) days prior to its adoption by the School Board. The tentative plan must be consistent with the requirements of section 1013.35, Florida Statutes, prior to its submittal to the County and Municipalities. The Municipalities and County shall review the tentative plan and comment to the School Board within sixty (60) days of receiving the tentative plan regarding the consistency of the plan with the Comprehensive Plan of the Local Government.

6.2 Mutual Reports.

(a) By March 1 of each year, the County and the Municipalities will provide the School Board with a report on growth and development trends within their jurisdiction for the prior year. Each report to the School Board must include the following information:

1. Type, number (estimated for land use and zoning approvals) and location of Residential Units that have received land use, zoning, subdivision plats or Site Plan Approvals.
2. Building permits and certificates of occupancy data for Residential Units issued for the preceding year and their location.
3. Summary of vested rights determinations or other actions that affect demands for public school facilities.
4. Information regarding conversion or redevelopment of housing or other structures into Residential Units that are likely to generate new students.
5. The identification of any development orders issued which contain a requirement for the provision of school sites as a condition of development approvals.
6. School Capacity encumbered during the previous calendar year.
7. School Capacity reserved during the previous calendar years.

(b) By March 1 of each year, the School Board will report to the County and the Municipalities.

1. School Capacity for each school and Level of Service for each School Concurrency Service Area and whether it is appropriate to reduce or increase the adopted Level of Service standards for particular School Types.

2. Available School Capacity and enrollment for each School Concurrency Service Area and each School, including a reconciliation of the encumbered and Reserved Capacity with Available School Capacity.
3. Proposed new capital needs, including identification of proposed new school sites, significant renovations, and closures as provided in Section 5 of this Agreement.
4. Whether ways to measure School Capacity other than Adjusted FISH Capacity are available and are better suited to measuring the ability of a school to address the curriculum needs of each school's student population, and whether such a method of measuring capacity should be adopted in lieu of Adjusted FISH Capacity and included in the County's and Municipalities' Public School Facilities Element.

6.3 Coordinated Calendar.

Information shall be shared through the following, which shall be delivered or performed no later than:

March 1 or prior to the first meeting of the Technical Advisory Committee in a new calendar year, whichever comes first: Growth reports to the School Board from local governments, and from the School Board to local governments, as set out in section 6.2(a) and 6.2(b) of this Agreement.

Quarterly (by mutual agreement): School Planning Meetings.

July 1: Approval and submittal to the County and Municipalities of tentative Educational Facilities Plan, including District Facilities Work Program.

September 1: Local Government comment on tentative Educational Facilities Plan.

October 1: Adoption of by the School Board of the Educational Facilities Plan, including the District Facilities Work Program.

Section 7. School Site Selection, Significant Renovations, and Potential School Closures

7.1 Joint Participation. As provided in this Section, the Local Governments shall jointly participate with the School Board in the process of evaluating potential school closures, significant renovations to existing schools, and new school site selection.

7.2 Pre-Acquisition Procedures. Pursuant to section 1013.33(11), Florida Statutes, at least sixty (60) days prior to acquiring or leasing property that may be used for a new school, the School Board shall provide written notice to the Applicable Local Government requesting a determination of consistency with the Applicable Local Government's Comprehensive Plan. The

Applicable Local Government shall notify the School Board within forty-five (45) days after receiving the necessary information and the School Board's request for determination, if the proposed new school site is consistent with the land use categories and policies of the Applicable 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.

7.3 Pre-Construction Procedures. As provided in section 1013.33(12), Florida Statutes, at least ninety (90) days prior to initiating construction, the School Board shall submit a site design/development plan to the County Administrator or the designated representative of an individual Municipality, and within forty-five (45) days after receiving the submittal, the County or Municipality shall certify, in writing, whether the proposed Educational Facility is consistent with the Comprehensive Plan and land development regulations of the Applicable Local Government. Failure of the local governing body to make a determination in writing within ninety (90) days after the School Board's request for a determination of consistency shall be considered an approval of the School Board's application.

7.4 Significant Renovations and Closures. Pursuant to Sections 163.31777(2)(b) and 1013.33(15)(b), Florida Statutes, when considering a significant renovation or a closure of a school facility, the School Board shall notify the appropriate municipality in which the school is located or the County's Growth Management Department if the subject school is in the unincorporated part of the County, prior to any significant renovation or closure activities. Significant renovations encompass projects that increase or decrease a school's student population by five percent (5%) or more, or increase a school's total building square footage by five percent (5%) or more.

7.5 Municipal Charter Schools. Any municipality that wishes to operate a Charter School in the manner provided by law may do so to the extent authorized by law, provided that if such Charter School is to be used to satisfy requirements of school concurrency, the Municipality must also enter into an interlocal agreement with the School Board.

7.6 Extension of Deadlines. By mutual agreement between the School Board and an Applicable Local Government, the times set forth in this section 7 may be extended.

Section 8. Supporting Infrastructure

The School Board and Applicable 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 where appropriate 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 9. Coordination of Planning

9.1 School Board Participation. The County and Municipalities shall include a nonvoting representative appointed by the School Board to serve on their local planning agencies, or functionally equivalent agencies, to attend those meetings at which such agencies consider

proposed Comprehensive Plan amendments, development proposals and Rezoning applications that would, if approved, increase residential density on the property that is the subject of the application.

9.2 Notice. The County and Municipalities agree to give the School Board notification of future land use map amendments, development proposals and Rezoning proposals pending before them that may affect student enrollment, enrollment projections, or school facilities. Such notice will be provided in a timely manner to facilitate comment and the planning activities of the School Board.

Section 10. School Board Review of Plan Amendments and Proposed Rezoning and Capacity Enhancement Process

10.1 Definitions for Section 10. In addition to the terms defined in Section 1 of this Agreement, and for purposes of this Section 10, capitalized terms set forth below shall have the meanings assigned:

- (a) Applicant: the person or entity submitting a Development Application, including its principals, agents, successors, and assigns.
- (b) Capacity Enhancement Agreement: a legally enforceable and binding agreement meeting the requirements of this Section 10, between an Applicant and the School Board (and, when necessary, the Applicable Local Government), committing to Capacity Enhancement Mitigation determined to be necessary by the School Board to avoid or mitigate overcrowding individual schools impacted by the proposed Residential Development.
- (c) Capacity Enhancement Mitigation: a Capital Contribution or School Facilities Commitment documented in a Capacity Enhancement Agreement to avoid or mitigate overcrowded conditions at an individual school or schools as calculated or determined in the manner provided in Section 10.7 of this Agreement.
- (d) Capital Contribution: a payment to the School Board in an amount determined by the School Board to mitigate the impacts of a proposed Development Application where the impacts of such Development Application will exceed Net School Capacity beyond that planned for by the School Board in its District Facilities Work Program in effect at the time the Capacity Enhancement Agreement was executed.
- (e) Comprehensive Plan Amendment: an amendment to the County's or a Municipality's Comprehensive Plan pursuant to Chapter 163, Florida Statutes, including an amendment to the future land use map, which will allow a net increase of Residential Units in the proposed Residential Development.
- (f) Development Application: a formal request by an Applicant to obtain a Rezoning or Comprehensive Plan Amendment.

(g) Net School Capacity: the ability of an individual school to accommodate the increase in students generated by a proposed development at the adopted Level of Service standards. Net School Capacity shall be derived using the following formula by School Type:

$$\text{Net School Capacity} = (\text{School Capacity}^1 \times \text{Adopted Level of Service}^2) - (\text{Enrollment}^3)$$

Where:

¹School Capacity = Adjusted FISH Capacity at the individual school as programmed in the first three (3) years of the District Facilities Work Program.

²Adopted Level of Service Standard = ratio expressed as the percentage of Enrollment to School Capacity as jointly adopted by the School Board and Applicable Local Governments.

³Enrollment = Student enrollment at an individual school as counted in the official October count, including Reserved Capacity allocable to such school.

(h) Rezoning: A change in zoning classification that will result in a net increase of ten (10) single family or fifteen (15) multi family Residential Units in the proposed Residential Development that is the subject of the Rezoning. The term "Rezoning" shall also mean any land use change not necessarily denoted or characterized as a Rezoning (such as a change to a land use plan, master plan or development plan in a mixed use development, development of regional impact, planned unit development, etc.) that will result in a net increase of Residential Units in the proposed Residential Development.

(i) School Capacity Determination: a written determination by the School Board stating (i) that the Net School Capacity at the individual school or schools serving the School Attendance Zones affected by a proposed Development Application will be exceeded by the increase in residential densities proposed in the Development Application, or (ii) that the Net School Capacity at the individual school or schools serving the School Attendance Zones affected by a proposed Development Application will not be exceeded by the increase in residential densities proposed in the Development Application, or (iii) that as of the date of the Development Application there is not physically usable school capacity, but such physically usable capacity will be constructed within the time frames set forth in this Section 10.1, and that the School Board conditions a finding of sufficient capacity upon the Applicant's agreement to defer Site Plan Approval until sufficient physically usable capacity is constructed.

(j) School Facilities Commitment: the necessary funding, capital dedication or financial commitment required to advance the construction of school facilities included in the applicable Capital Improvements Element and the District Facilities Work Program or to finance the construction of school facilities not in such element or program as necessary where Net School Capacity at the individual school(s) serving the proposed development will be exceeded by the residential density projected in a Development Application.

10.2 School Board Review and Comment. The School Board will advise the Applicable Local Government within fifteen (15) business days of the school enrollment impacts anticipated to result from the proposed Comprehensive Plan Amendment or Rezoning proposed in a Development Application, and whether Net School Capacity exists or is planned to accommodate the Development Impact. This Section 10 does not authorize a School Concurrency Determination under Section 18 of this Agreement, except as expressly provided in Section 10.9(c) herein.

10.3 Overview of Section 10 Process. The School Concurrency Service Areas established in Section 16 of this Agreement aggregate schools into defined geographic areas for the purpose of implementing school concurrency. In contrast, this Section 10 deals with the impact of additional Residential Units contemplated in a Development Application on individual schools within individual School Attendance Zones for each School Type that would serve the proposed Residential Development. This review and comment process requires that the School Board determine whether Net School Capacity as defined in this Section 10 is available at the individual schools where Residential Development contemplated in the proposed Development Application is located. The School Board shall issue a School Capacity Determination to the County and/or the affected Municipality and determine the Capacity Enhancement Mitigation, if any, necessary to ensure that the additional projected students that would result from the proposed Development Application will not cause individual schools impacted by a proposed Development Application to be overcrowded or aggravate existing overcrowding at the individual school or schools so impacted.

10.4 Findings. On the scope and necessity of the review and comment by the School Board of Net School Capacity at individual schools serving proposed Residential Development anticipated to occur within impacted School Attendance Zones and to ensure documented comment on the impact of a Development Application on Net School Capacity, the County and the Municipalities hereby acknowledge and declare the following:

(a) Article VII, section 704B.2., Orange County Charter, allows a County Ordinance to be effective within a Municipality if such Ordinance requires that any Rezoning or Comprehensive Plan amendment that increases residential density be approved by each significantly affected local government when such increase in residential density affects a school, the attendance zone for which straddles Local Government jurisdictional boundaries, if the School Board cannot certify that the school within the attendance zone or zones affected by such Rezoning or Comprehensive Plan amendment can accommodate the additional students that result from the increase in residential density.

(b) The Orange County Commission enacted Ordinance Number 2006-04 to implement the charter provision described in paragraph (a) above.

(c) It is the intent of the County and each Municipality to ensure that the staff and the governing body of each local government receive informed comment from the School Board as to whether Net School Capacity will be exceeded at individual schools as a result of a proposed Rezoning or Comprehensive Plan Amendment within or including their attendance boundaries and, if so, the extent to which the proposed Development

Impact will create overcrowding at individual schools where none exists or aggravate existing overcrowded conditions.

(d) A formal process for the prompt review and comment by the School Board on the effect of proposed Development Applications on Net School Capacity is an integral factor of intergovernmental coordination and of effective comprehensive planning, notwithstanding any subsequently imposed school concurrency requirements mandated as a condition of the Applicable Local Government's approval of a Site Plan.

(e) A decision to increase the density or inventory of available residential land use by the approval of a Development Application by the County or a Municipality without an informed consideration of the impact on Net School Capacity at the individual schools affected by the Development Application may result in increased school overcrowding.

(f) Agreement on a process and procedure to determine whether Net School Capacity will be exceeded at individual schools serving proposed Residential Development resulting from Development Application approval is an integral part of the review process and comment opportunity mandated in Sections 163.3177(6)(a), 163.3177(2)(e) and 163.3180(13)(g)6.b., Florida Statutes.

(g) Mandatory application of Section 10 shall be limited to those circumstances detailed in Article VII, section 704B.2., Orange County Charter, and any County Ordinances authorized by and implementing such Charter provision, provided that nothing herein shall relieve any municipality from its statutory obligations to review proposed comprehensive plan amendments as provided Chapter 163, Florida Statutes.

10.5 Process for School Board Review and Comment on Development Application. Whenever the County or any Municipality receives a Development Application for a residential Rezoning that proposes ten (10) or more single-family or fifteen (15) or more multi-family Residential Units, or proposes an amendment to a Comprehensive Plan that would authorize a residential density that would generate one or more additional students, the Applicable Local Government shall forward, within five (5) business days of receipt, such Application to the School Board for a School Capacity Determination. Such Development Application shall include a Development Analysis as described in Section 18.5 of this Agreement. Within fifteen (15) business days of receipt, the School Board shall render in writing a School Capacity Determination.

(a) If the School Board calculates that Net School Capacity at the individual school(s) for each School Type that will serve the attendance boundaries where the proposed development is located will be exceeded, either because there is negative Net School Capacity as calculated pursuant to Section 10.1(g) of this Agreement, or because the number of students proposed to be generated by a development will create a condition of negative Net School Capacity, the School Board shall make a determination of insufficient capacity. Such determination shall be based on an analysis of the educational facilities that would be needed should the proposed Development Application be approved, the existing and planned School Capacity within the School Attendance Zones

impacted by the proposed Development Application, the educational facilities planned in the applicable Capital Improvements Element, and the District Facilities Work Program.

(b) If the results of the School Capacity Determination indicate that the educational facilities planned in the first three (3) years of the applicable Capital Improvements Element and the District Facilities Work Program have the capacity to serve the additional students to be generated by the proposed Development Application, the School Capacity Determination shall state that capacity is available. A School Capacity Determination that capacity is available shall not exempt a Residential Development from complying with the requirement of obtaining a School Concurrency Recommendation pursuant to the requirements of Section 18.

10.6 Result if Net School Capacity Exceeded. Where the School Board makes a determination of insufficient capacity in a School Capacity Determination rendered pursuant to the process provided in Section 10.5, the Applicant may elect to enter into a Capacity Enhancement Agreement with the School Board. Such Capacity Enhancement Agreement will document the Capital Contribution or School Facilities Commitment necessary to mitigate the conditions outlined in the School Capacity Determination.

(a) The Capital Contribution required shall include a present value calculation of the School Impact Fees anticipated to be due upon permitting of the proposed Residential Units plus any additional Capacity Enhancement Mitigation required.

(b) The School Facilities Commitment shall specify the commitment necessary to advance the construction of school facilities included in the applicable Capital Improvements Element and the District Facilities Work Program, or to finance the construction of school facilities not in such element or program but still deemed necessary to timely serve the proposed Residential Units.

10.7 Determination of Overcrowding Conditions.

(a) If there is no Net School Capacity as calculated in the definition in Section 10.1(g) above, the impacted individual school or schools are presumed to be overcrowded.

(b) If Net School Capacity at the impacted individual school or schools is insufficient to meet the entire Development Impact of the Residential Development then the individual school or schools are presumed to be overcrowded. In such event, the impacts to be mitigated shall be documented in a Capacity Enhancement Agreement and shall be calculated by subtracting the Net School Capacity at the individual school or schools from the Development Impact of the proposed Residential Development. In such an event, the methodology used to calculate the Capacity Enhancement Mitigation shall be as follows:

$$\text{Capacity Enhancement Mitigation} = (\text{Development Impact-Vested Students}^1) - \text{Net School Capacity} \times \text{Total Cost}^2$$

When:

¹ Vested Students = the number of students generated by the Residential Units allowed under the existing zoning or land use category for the specific parcel which is the subject of the Development Application.

²Total Cost = the cost per student station plus a share of the land acquisition costs, additional core and ancillary facility costs and other anticipated infrastructure expenditures or the anticipated cost of school infrastructure needed to provide sufficient permanent capacity to the impacted individual school or schools, and includes any cost needed to pay the interest to advance a school scheduled in the District Facilities Workplan to an earlier year.

(c) If the individual school impacted by the proposed Residential Development fails to meet the adopted Level of Service as of the date of the School Capacity Determination, the mitigation required pursuant to the Capacity Enhancement Agreement shall be used to ensure that the overcrowding existing at the time of the submittal of a complete Development Application shall not be aggravated.

10.8 Capacity Enhancement Agreement.

(a) The provisions of this Agreement implementing the Capacity Enhancement process supplement the provisions of the Interlocal Agreement Regarding School Capacity entered into by the School Board, the County, and certain Municipalities effective as of June 21, 2006. To the extent that there is any conflict between the two Interlocal Agreements, the provisions of this Agreement shall prevail.

(b) The School Board shall monitor and enforce the terms of a Capacity Enhancement Agreement. Any mitigation required pursuant to a Capacity Enhancement Agreement remains subject to applicable Land Development Regulations.

(c) A Capacity Enhancement Agreement shall run with the land and shall be recorded in the Official Records Book of the County by the School Board or the Applicant. Upon an Applicant's completion of all requirements and payment of any mitigation due under a CEA, the School Board shall record notice in the Official Records Book of the County that the Applicant has completed such requirements and paid such mitigation.

(d) Each Capacity Enhancement Agreement shall specify the term of said agreement and whether, upon expiration of said agreement, a new Capacity Enhancement Agreement shall be negotiated if the terms of the initial agreement were not satisfied.

(e) If the Capacity Enhancement Agreement constitutes Proportionate Share Mitigation, then the Applicable Local Government shall be a party to such agreement.

10.9 Coordination of the Capacity Enhancement Agreement with Concurrency Management.

- (a) The Capacity Enhancement Agreement shall specify the capacity, if any, not subject to review for purposes of obtaining the issuance of a Certificate of School Concurrency pursuant to Section 18 of this Agreement as a consequence of the Capacity Enhancement Mitigation contained in such Capacity Enhancement Agreement. Upon payment of the required Capacity Enhancement Mitigation as calculated in Section 10.7 above, such mitigated capacity shall be considered encumbered for a period not to exceed three (3) years or until Site Plan Approval, whichever comes first.
- (b) Any Capacity Enhancement Mitigation paid pursuant to a Capacity Enhancement Agreement, except for the cost of temporary classrooms needed to accommodate the Development Impact until permanent facilities are constructed, shall be credited toward any Proportionate Share Mitigation as provided in Section 19 of this Agreement.
- (c) An Applicant may, at the time of submitting a Development Application, request a School Concurrency Recommendation under Section 18 of this Agreement.
- (d) Any mitigation required and satisfied under any Capacity Enhancement Agreement shall be credited toward any required Proportionate Share Mitigation as calculated pursuant to Section 19 of this Agreement. In the event the calculated amount of Proportionate Share Mitigation is greater than the value of the mitigation required by such Capacity Enhancement Agreement, the required Proportionate Share Mitigation shall be equal to the amount by which the calculated Proportionate Share Mitigation exceeds the mitigation required under the Capacity Enhancement Agreement.

10.10 Applicability.

- (a) The review and comment process contemplated in the terms of this section 10 shall apply to all Development Applications that have not received final approval by an Applicable Local Government prior to the effective date of this Agreement and to all designated phases within a development that have not received final approval prior to the effective date of this Agreement.
- (b) The review and comment process contemplated by the terms of this section 10 shall not apply to any Capacity Enhancement Agreement executed prior to the effective date of this Agreement.

Section 11. Educational Plant Survey

Prior to completion of the Educational Plant Survey update, the Technical Advisory Committee shall assist the School Board in an advisory capacity in the preparation of the Educational Plant Survey and five (5) year District Facilities Work Program update by, inter alia, reviewing preliminary drafts, evaluating and making recommendations regarding the location and need for new (or improvements to existing) educational facilities in terms of consistency with the local government Comprehensive Plan and other relevant issues provided for in this Agreement, pursuant to sections 1013.31 and 1013.35, Florida Statutes.

Section 12. Co-location and Shared Use

Co-location and shared use of facilities are important to the School Board, the County and the Municipalities. The School Board, County and each Municipality will meet regularly to identify opportunities to co-locate and share use of school facilities and civic facilities when preparing the School Board's 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. A separate agreement will be developed for each instance of co-location and shared use which, inter alia, addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues which may arise from co-location or shared use.

Section 13. Establishment of School Concurrency System

13.1 Intent. This Agreement is intended to establish a public school concurrency system consistent with the requirements of sections 163.3177 and 163.3180, Florida Statutes, and other applicable provisions of the Local Government Comprehensive Planning Act of 2005.

13.2 Coordination Agreement. The School Board, the County and the Municipalities agree that the timely delivery of adequate public school facilities at the Level of Service standards adopted in this Agreement and the County's and the Municipalities' Comprehensive Plans requires close coordination among the local governments and the School Board beginning at the level of land use planning, development approval, and school facility planning. Further, the School Board and local governments agree that new school facilities should be planned for and provided in proximity to those areas planned for Residential Development or redevelopment. Further, the School Board shall review and provide a determination on all School Concurrency Determination Applications for the impact of the projected Residential Development on Available School Capacity.

13.3 School Capacity as a Condition for a Development Approval. The School Board, the County, and the Municipalities agree that an application for a Residential Development may be approved only if the School Capacity projected to be needed by the proposed Residential Development is or will be available to accommodate such projected need within the School Concurrency Service Areas at the Level of Service standards specified in this Agreement and the County's and the Municipalities' Comprehensive Plans. A determination of whether School Capacity is available to serve a Residential Development shall be made by the Applicable Local Government upon recommendation by the School Board, consistent with the Level of Service standards adopted in this Agreement and in the County's and the Municipalities' Comprehensive Plans. This determination of availability shall be based upon the criteria established in this Agreement, the District Facilities Work Program and the Public School Facilities Element of the Comprehensive Plan of the Applicable Local Government.

13.4 Local Government Covenants. After the effective date of the Comprehensive Plan amendments and ordinances adopted in accordance with this Agreement, the County and Municipalities agree to undertake the following activities:

(a) Incorporate the required school concurrency provisions into their Land Development Regulations and their Comprehensive Plans, consistent with the requirements of this Agreement. As an alternative to adopting school concurrency provisions in its Land Development Regulations, any Municipality may elect to be bound by the procedures set forth in this Agreement or may elect to be bound by the County's School Concurrency Ordinance.

(b) Withhold any Site Plan Approval under the Land Development Regulations of the Applicable Local Government for new Residential Units not exempted under this Agreement until the School Board has reported whether there is Available School Capacity sufficient to serve the Residential Development under review as provided in Section 18 herein.

(c) Share information regarding population projections, school siting proposals, projections of development and redevelopment, infrastructure required to support public school facilities, and amendments to future land use plan elements as provided in this Agreement.

13.5 School Board Covenants. By entering into this Agreement, the School Board agrees to perform the following activities:

(a) Annually prepare and update a financially feasible District Facilities Work Program containing a five (5) year (or ten (10) year for backlogged facilities) capital improvement schedule consistent with this Agreement to demonstrate that the adopted Level of Service standards can be achieved and maintained at the end of the planning period adopted for each School Concurrency Service Area.

(b) Institute program and/or School Attendance Zone adjustments, as necessary, to maximize the utilization of capacity in order to ensure that each School Concurrency Service Area achieves and maintains the adopted Level of Service standards.

(c) Plan for, construct, and/or renovate school-related improvements necessary to maintain the adopted Level of Service standards.

(d) Provide the County and Municipalities with any School Board data, inventory and analysis relating to school concurrency necessary to amend or annually update each Local Government's Comprehensive Plan.

(e) Adopt a ten (10) and twenty (20) year work program to the extent required by section 1013.35(2)(a), Florida Statutes.

(f) Review School Concurrency Determination Applications for compliance with concurrency requirements of this Agreement.

- (g) Adopt Proportionate Share Mitigation options for new Residential Development contained in a School Concurrency Determination Application as provided in Section 18 herein.
- (h) Prepare annual reports on enrollment and capacity.
- (i) Provide necessary staff and material support for meetings of the Technical Advisory Committee as required by this Agreement.
- (j) Provide information to the County and Municipalities regarding enrollment projections, school siting, and infrastructure required to support public school facilities consistent with the requirements of this Agreement.
- (k) Develop, in conjunction with the County and Municipalities, uniform, Level of Service standards for public schools of the same type.
- (l) Develop and implement such internal procedures necessary for review of applications for Residential Development consistent with this Agreement, including a process to temporarily set aside capacity during the pendency of a School Concurrency Determination Application or Proportionate Share Mitigation negotiation. Any procedures developed to implement this provision must be available and reachable on the School Board's website.

Section 14. Development, Adoption and Amendment of Required Comprehensive Plan Elements

The County and the Municipalities have used their best efforts to have adopted the following Comprehensive Plan amendments by April 1, 2008, and continue to use their best efforts to adopt the following Comprehensive Plan amendments, and agree to follow the procedures set forth in this section 14 for any future amendments to the listed Comprehensive Plan elements after adoption:

- (a) A Public School Facilities Element that is consistent with those adopted by the other Local Governments within the County. The Public School Facilities Element must also be consistent with this Agreement and section 163.3177(12), Florida Statutes, and Rule 9J-5.025, Florida Administrative Code.
 - 1. In the event that it becomes necessary to substantively amend its Public School Facilities Element, the County or Municipality wishing to initiate an amendment shall request review through the Technical Advisory Committee prior to transmitting the amendment to the Department of Community Affairs pursuant to section 163.3184, Florida Statutes.
 - 2. To achieve required consistency, the County and each Municipality shall adopt amendments to their Public School Facilities Element in accordance with the statutory procedures for amending Comprehensive Plans.

a. If the County or any Municipality objects to the amendment and the dispute cannot be resolved, the dispute shall be resolved in accordance with the provisions set forth in Section 20 of this Agreement. In such a case, the Local Government proposing to adopt the amendment objected to by one (1) or more of the Local Governments agrees not to adopt the amendment until the dispute has been resolved.

b. Any local public school facilities issues not specifically required by Chapter 163, Florida Statutes, may be included or modified in the Public School Facilities Element by following the normal Comprehensive Plan amendment process.

(b) Capital Improvements Element.

1. Once adopted by the School Board, as provided in section 1013.35, Florida Statutes, the annual update of the School District's Facilities Work Program shall be transmitted to the County and the Municipalities. The County and the Municipalities, upon approval by their governing bodies, shall adopt the School District's five (5) year (or ten (10) year for backlogged facilities) capital improvement schedule from the District Facilities Work Program into the Capital Improvements Element of their Comprehensive Plans no later than required by statute.

2. Once adopted by the School Board, any amendment, correction or modification to the School District's five (5) or ten (10) year capital improvements schedule or the District Facilities Work Program concerning costs, revenue sources, or acceptance of facilities pursuant to dedications shall be transmitted to the County and Municipalities. The County and Municipalities, upon approval by their governing bodies, shall amend their Capital Improvements Elements to reflect the changes at the next annual update to the Capital Improvements Element.

3. The County and the Municipalities, by adopting the School District's five (5) year (or ten (10) year for backlogged facilities) capital improvement schedule into their Capital Improvements Element shall have no obligation or responsibility for funding the District Facilities Work Program.

(c) Intergovernmental Coordination Element. The process for the development, adoption, and amendment of the Intergovernmental Coordination Element shall be as set forth in section 163.3184, Florida Statutes.

Section 15. Level of Service Standards

15.1 Establishment of Level of Service. To ensure that the capacity of schools is sufficient to support student growth and prevent the overcrowding of schools, the School Board, the County,

and the Municipalities have established the following uniform Level of Service standards for elementary, middle and high schools within each School Concurrency Service Area. The Level of Service standards for each School Concurrency Service Area shall be incorporated in the Comprehensive Plan of the County and each Municipality. However, pursuant to section 163.3180(9), Florida Statutes, the School Board, the County and the Municipalities may adopt interim Level of Service standards for backlogged facilities within long term school concurrency management areas as more fully set forth in Section 15.2 of this Agreement.

(a) Elementary schools: 110% of Adjusted FISH Capacity for each Elementary School Concurrency Service Area. The Elementary school LOS shall also include Arbor Ridge K-8, Windy Ridge K-8 and grades Kindergarten through 5 of Blankner K-8.

(b) Middle schools: 100% of Adjusted FISH Capacity for each Middle School Concurrency Service Area. The Middle school LOS shall also include grades 6-8 of Blankner K-8.

(c) High schools, including ninth grade centers: 100% of Adjusted FISH Capacity for each High School Concurrency Service Area.

15.2 Long Term Concurrency Management System.

(a) The School Board, the County, and the Municipalities agree to maintain long term concurrency management systems as provided in section 163.3180(9)(a), Florida Statutes. A long term concurrency management system will be adopted in the County's and Municipalities' Capital Improvements Element and any other applicable elements of their respective Comprehensive Plans. The long term concurrency management systems will be reviewed annually and any updates will be adopted in the next available annual update of the County's and Municipalities' respective Capital Improvement Elements, and any other applicable elements. Provided, however, that any additional schools included in a long term concurrency management system as a result of such annual update shall be assigned to a new concurrency management system with a specific end date and shall be required to meet the adopted level of service for the school type by such end date. In no event shall additional schools be added to a previously established long term concurrency management system.

(b) The School Board will develop and include within its District Facilities Work Program, a financially feasible plan to achieve the adopted Level of Service standards within ten (10) years through the construction of additional educational facilities sufficient to accommodate the demand for such capacity. The County and the Municipalities agree to amend the Capital Improvements Element and any other applicable elements of their respective Comprehensive Plans at the next available Comprehensive Plan Cycle to reflect any additional ten (10) year concurrency management systems.

15.3 Capital Improvements Element. By its incorporation of the capital improvement schedule consistent with the latest District Facilities Work Program prepared by the School

Board pursuant to Section 17 of this Agreement, the Capital Improvements Element of the Comprehensive Plans of the County and the Municipalities shall demonstrate that the Level of Service standards will be achieved and maintained within each School Concurrency Service Area by the end of the planning period utilized in the latest District Facilities Work Program, and, where applicable, shall include any Long Term Concurrency Areas. Pursuant to Section 14(b) of this Agreement, each local government shall adopt in the Capital Improvements Element of its Comprehensive Plan the capital improvement schedules included in the District Facilities Work Program adopted by the School Board pursuant to Section 17 of this Agreement.

15.4 Amending Level of Service Standards. The School Board, the County, and the Municipalities shall observe the following process for modifying the adopted or interim Level of Service standards for schools:

(a) At such time as the School Board determines that a change to the Level of Service standards is appropriate, it shall submit the proposed Level of Service standards and the data, inventory and analysis to support the changes to the County and the Municipalities, allowing the County and Municipalities at least ninety (90) days to comment on such proposal.

(b) Upon final approval by the School Board and the governing bodies of the County and Municipalities by approval and execution of an amendment to this Agreement, the modifications to the Level of Service standards shall be incorporated into the County's and each Municipality's Comprehensive Plan no later than the next available Comprehensive Plan amendment cycle for the County and each Municipality.

Section 16. School Concurrency Service Areas

16.1 School Concurrency Service Areas Established. The School Board, County, and Municipalities agree that school concurrency shall be applied on a less than county-wide basis. School Concurrency Service Areas have been established for elementary, middle, and high schools. School Concurrency Service Areas shall consist of one or more contiguous attendance zones. The School Board shall review School Concurrency Service Areas on an annual basis, making recommendations for any changes to School Concurrency Service Area, taking into account population changes, additional Available School Capacity from construction or renovation of schools, and resulting changes to attendance zones, in addition to contiguity of attendance zones and Levels of Service within School Concurrency Service Areas.

16.2 Incorporation of School Concurrency Service Areas into Comprehensive Plans. The School Concurrency Service Areas described above may be modified as provided in Section 16.3 below, and shall be included as supporting data and analysis in the County's and the Municipalities' Public School Facilities Element of their respective Comprehensive Plans.

16.3 Modification of School Concurrency Service Areas.

(a) The School Board, the County or any Municipality may propose a modification to the School Concurrency Service Areas, taking into account population changes,

additional Available School Capacity from construction or renovation of schools, and resulting changes to attendance zones, in addition to contiguity of attendance zones and Levels of Service within 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 by the end of the five (5) year (or ten (10) year for backlogged facilities) planning period; and
2. The utilization of School Capacity will be maximized to the greatest extent possible, taking into account transportation costs and state adopted student travel standards, court approved desegregation plans, the impact on School Capacity from committed and approved development, and other factors.

(b) The School Board, the County and the Municipalities shall observe the following process for modifying School Concurrency Service Areas:

1. At such time as the School Board determines that a School Concurrency Service Area change is appropriate considering the above standards, the School Board shall submit the proposed School Concurrency Service Area boundaries with data and analysis to support the changes to the County and the Municipalities.
2. The Local Governments shall review the proposed boundary changes and send their comments to the School District within ninety (90) days of receipt.
3. A change to a School Concurrency Service Area shall become effective upon final approval by the School Board. The County and the Municipalities shall include such change as supporting data and analysis in the County's and the Municipalities' Public School Facilities Elements and any other applicable elements of their respective Comprehensive Plans in the next available Comprehensive Plan cycle.
4. Any geographical boundary change to a School Concurrency Service Area that decreases Available Capacity within a School Concurrency Service Area shall only become effective upon final approval (by resolution) of the School Board and final approval (by resolution) of the affected Local Government(s).

Section 17. School District Facilities Work Program

17.1 Filing Dates.

- (a) On or before the adoption of the School Board's annual budget, the School Board shall update and adopt its District Facilities Work Program for public schools in Orange County, in accordance with section 1013.35, Florida Statutes, and as set forth below. As

part of this update, the School Board shall provide a written summary of the infrastructure and improvements necessary to support the District Facilities Work Program, showing changes to the program on a yearly basis.

(b) The School Board shall transmit copies of the tentative District Facilities Work Program to the County and Municipalities for review and comment on or before July 1 of each year commencing after the effective date of this Agreement.

(c) The School Board shall adopt the District Facilities Work Program no later than September 30, and the plan shall become effective October 1 of each year.

17.2 Contents; Level of Service. The District Facilities Work Program shall contain a five (5) and a ten (10) year capital improvement schedule demonstrating that the Level of Service standards set forth in Section 15 of this Agreement and adopted into the County's and Municipalities' Comprehensive Plans can be achieved and maintained at the end of the planning period adopted for each School Concurrency Service Area. Such five (5) or ten (10) year capital improvement schedule in the District Facilities Work Program shall identify all construction, remodeling or renovation projects and committed and planned revenue sources needed to meet the financial feasibility requirement for each School Concurrency Service Area.

17.3 Contents; Future Planning. As a part of the District Facilities Work Program, and as specified in section 1013.35(2)(a), Florida Statutes, the School Board shall annually adopt a ten (10) and twenty (20) year tentative work plan based upon revenue projections, enrollment projections and facility needs for the ten (10) and twenty (20) year periods. The parties recognize that the projections in the ten (10) and twenty (20) year time frames are tentative and shall be used only for general planning purposes with the exception of the ten (10) year planning period for the Long Term Concurrency Areas described in Section 15 of this Agreement. Upon completion, the District Facilities Work Program and the tentative work plan will be transmitted to the County and Municipalities.

17.4 Amendment of Plan.

(a) The School Board shall not amend the District Facilities Work Program so as to modify, delay or delete any project in the first three (3) years of the program unless the School Board, by a majority vote of its members, 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 constitutional directive; or
2. The modification, delay or deletion of the project is occasioned by unanticipated changes in population projections or growth patterns; or
3. The project schedule or scope has been modified to address concerns of the County or Municipalities, and the modification does not cause the adopted

Level of Service standards to be exceeded in the School Concurrency Service Area from which the originally planned project is modified, delayed or deleted; or

4. The School Board determines that there exists a severe financial crisis brought about through a natural disaster or Act of God, war, or changes to anticipated revenues made by the state of Florida and over which the School Board has not control.

(b) Prior to taking any action authorized under this Section 17.4, the School Board shall publish an advertisement in a newspaper of general circulation not less than fourteen (14) days before the matter is presented to the School Board for a vote, and at such meeting, members of the public shall have the opportunity to address the School Board regarding the proposed action. In addition, notice of such meeting must be provided to all parties to this Agreement via U.S. Mail or acknowledged hand delivery not less than fourteen (14) business days prior to such meeting.

(c) If the School Board modifies, delays, or deletes a project in the first three (3) years of the District Facilities Work Program, pursuant to this Section 17.4, the School Board shall provide written notification of such modification, delay, or deletion to the County and the Municipalities via U.S. Mail or acknowledged hand delivery not less at least fourteen (14) days prior to School Board action.

(d) The School Board may amend the District Facilities Work Program to add necessary capacity projects to satisfy the provisions of this Agreement. For additions to the District Facilities Work Program, the School Board must demonstrate its ability to maintain the program's financial feasibility.

Section 18. School Concurrency Implementation Procedures

18.1 Agreement to Implement and Maintain Levels of Service.

(a) The County, Municipalities and the School Board shall ensure that the Level of Service standards set forth in Section 15 of this Agreement and adopted into the County's and Municipalities' Comprehensive Plans for each School Type (as may be amended pursuant to Section 15.4 of this Agreement) are maintained consistent with the requirements of this Agreement. No Site Plan Approval shall be issued by an Applicable Local Government unless the Residential Development is exempt from these requirements as provided in this Section of this Agreement, or until a School Concurrency Recommendation has been issued by the School District indicating whether adequate school facilities exist or will exist to accommodate demand for Available School Capacity. Nothing shall prevent the local governments from placing conditions on the Certificate of School Concurrency to validate or render effective the certificate for the purpose of ensuring that necessary facilities will be in place, in order to validate or render effective the certificate.

(b) The School Board and any Applicable Local Government may by separate agreement modify the procedures set forth in this Section 18 for concurrency review as between the School Board and such Applicable Local Government.

18.2 Exemptions. The following residential uses shall be exempt from the requirements of school concurrency:

- (a) Any Residential Development that creates an impact of less than one student.
- (b) One single-family house, one (1) duplex, and/or one accessory multi-family unit being developed on an existing platted residential lot of record.
- (c) Any building or structure that has received a Building Permit as of the effective date of the Amended Interlocal Agreement.
- (d) Any new Residential Development that has Site Plan Approval for a site pursuant to a specific development order approved prior to the effective date of school concurrency, including the portion of any project that has received final subdivision plat approval as a residential subdivision into one (1) dwelling unit per lot.
- (e) Any amendment to any previously approved Residential Development, which does not increase the number of dwelling units or change the type of dwelling units (e.g., converts single-family to multi-family, etc.).
- (f) Any age-restricted community that qualifies as one of the three types of communities designed for older persons as "housing for older persons" in the Housing for Older Persons Act, 42 U.S.C. § 3607(b). This exemption shall be applied in conformity with the principles set forth in Volusia County v. Aberdeen at Ormond Beach, L.P., 760 So. 2d, 126 (Fla. 2000).

Provided, however, that any senior housing community or dwelling unit that loses its qualification as housing for older persons shall be required to meet applicable school concurrency requirements in effect at the time the qualification as housing for older persons is lost.

- (g) Alterations or expansion of an existing dwelling unit where no additional dwelling units are created.
- (h) The construction of accessory buildings or structures which will not create additional dwelling units.
- (i) The replacement of a dwelling unit where no additional dwelling units are created and where the replacement dwelling unit is located on the same lot. If the type of dwelling unit is different from the original dwelling unit type, the exemption shall be limited to an exemption based on the current student generation rate for the original

dwelling unit type. Documentation of the existence of the original dwelling unit must be submitted to the concurrency management official.

(j) Developments of Regional Impact that have filed a complete application for a development order prior to May 1, 2005, or for which a development order was issued prior to July 1, 2005. This exemption shall expire upon withdrawal, denial, or expiration of the application for a development order. This exemption shall not apply where the developer files a Notice of Proposed Change and/or Substantial Deviation (as provided in statute) to increase the number of Residential Units. If such Development of Regional Impact has been approved, or is approved, through a development order, such exemption shall expire for any phase of the development order upon expiration of the development order build-out date for such phase, or for the entire development order upon expiration of the development order, or upon any material default of the school mitigation conditions of the development order or a related development agreement, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.

(k) The portion of any Residential Development that, prior to the effective date of school concurrency, is the subject of a binding and enforceable development agreement or Capacity Enhancement Agreement designated as a Capacity Commitment Agreement by resolution of the School Board; however, such exemption shall expire upon expiration of the development agreement, Capacity Enhancement Agreement, extension thereof, or upon any material default of the school impact mitigation conditions of such development agreement or Capacity Enhancement Agreement, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.

(l) Any Residential Development with a letter from the Applicable Local Government vesting it for purposes of complying with school concurrency, or which would be vested at common law for purposes of such concurrency requirement implemented by this Agreement, provided that the School Board may contest a vested rights determination as provided in the Land Development Regulations of an Applicable Local Government.

(m) Group living facilities that do not generate students and including residential facilities such as local jails, prisons, hospitals, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses, firehouse sleeping quarters, dormitory-type facilities for post-secondary students, and religious non-youth facilities, regardless of whether such facilities may be classified as residential uses.

18.3 Determination of Applicability of Exemption. An Applicant filing an application for a determination that a Residential Development is exempt from the school concurrency requirements pursuant to Section 18.2 of this Agreement shall submit to the Applicable Local Government and the School Board, along with any other application requirements, sufficient documentation supporting the exemption that the Applicant claims exempts the Residential Development from the school concurrency requirements implemented by this Agreement. The Applicable Local Government shall determine, within thirty (30) business days from receipt of a

completed application for an exemption, whether the Applicant has satisfied the criteria for the claimed exemption and shall notify the Applicant and the School Board in writing of its determination.

18.4 Application Requirements. Any Applicant submitting a School Concurrency Determination Application with a Residential Development component that is not exempt under Section 18.2 of this Agreement shall prepare and submit a Development Analysis to the Applicable Local Government. The Applicable Local Government shall review the School Concurrency Determination Application for completeness, and forward complete applications to the School Board for its review.

18.5 Development Analysis Content. The Development Analysis shall include:

- (a) The location of the Residential Development, including applicable tax parcel identification numbers;
- (b) The number of Residential Units and unit types (e.g., single-family, multifamily, apartments);
- (c) A phasing schedule (if applicable);
- (d) A vicinity map showing, as applicable, existing and proposed zoning classifications and existing and proposed future land use categories for areas subject to and adjacent to the parcel for which the concurrency approval is sought;
- (e) Any existing request by the School Board or Applicable Local Government for a school site within the parcel;
- (f) Whether the Applicant proposes a school site and the estimated date of availability and the provider for on- and off-site infrastructure;
- (g) Whether and how the Applicant's proposed school site satisfies the school site selection criteria set forth in this Agreement, or for a site in unincorporated Orange County as required in Art. XVIII, Chapter 38, Orange County Code; and
- (h) If an Applicant has previously executed a Capacity Enhancement Agreement, the Applicant must attach a copy of the agreement to the Development Analysis and indicate whether the Residential Development in the application will exceed the capacity provided for in the Capacity Enhancement Agreement.

18.6 Review and Evaluation of Development Analysis. The Applicable Local Government shall transmit the Development Analysis to the School Board, or may require an Applicant to transmit directly to the School Board, for its review under the following review process:

- (a) The Applicable Local Government or the School Board may charge the Applicant a non-refundable application fee, which may, in whole or in part, be payable to the School Board to meet the cost of review.
- (b) The School Board staff may require additional information from the Applicant.
- (c) The School Board staff shall review each Development Analysis in the order in which it is received and analyze whether there is Available School Capacity for each School Type in the affected School Concurrency Service Area to accommodate Development Impact of the Residential Development. Such a review by the School Board shall apply the following criteria:
 - 1. To determine a proposed Residential Development's projected students for the development's projected number and type of Residential Units, the School Board shall determine the number of students projected within the specific School Concurrency Service Area using the school district student generation rate as calculated pursuant to Section 5 of this Agreement.
 - 2. New School Capacity within a School Concurrency Service Area that is in place or under actual construction in the first three (3) years of the District Facilities Work Program will be added to the existing capacity shown in the School Concurrency Service Area, and will be counted to determine Available School Capacity for the Residential Development under review.
- (d) Within fifteen (15) business days of receipt of the Development Analysis, the School Board shall have completed its review of the Development Analysis and shall issue a written Preliminary School Concurrency Recommendation.
- (e) If the projected student growth from a Residential Development will cause the adopted Level of Service standards to be exceeded in the School Concurrency Service Area, and if Available School Capacity otherwise exists on a district-wide basis, adjacent School Concurrency Service Areas will be reviewed for Available School Capacity.
 - 1. In conducting the Adjacency Review, the School Board shall consider the Available School Capacity in adjacent School Concurrency Service Areas to evaluate projected enrollments. If projected enrollment in one (1) or more adjacent School Concurrency Service Areas does not exceed 95 percent of the adopted level of service and the School District does not exceed 100% of Capacity on a district-wide basis for the School Type measured, the School Board shall issue a School Concurrency Recommendation that School Capacity is available and such capacity shall be available for use by the Residential Development.
 - 2. In the event that the School Concurrency Recommendation is issued based upon Available School Capacity in an adjacent School Concurrency Service Area, the shift of the Development Impact into the adjacent School Concurrency

Service Area shall be documented by describing the method used to shift the Development Impact in the School Board's Preliminary School Concurrency Recommendation Letter.

(f) In the event that there is insufficient Available School Capacity within the first three (3) years of a District Facilities Work Program for the School Concurrency Service Area in which the proposed Residential Development is located and, where applicable, in an adjacent School Concurrency Service Area to accommodate the Residential Development, the School Board shall so state in its Preliminary School Concurrency Recommendation detailing why the Residential Development is not in compliance, and offer the Applicant the opportunity to enter into a sixty (60) day negotiation period to allow time for the mitigation process described in Section 19 of this Agreement. If a proposed mitigation is agreed upon, the School Board shall enter into an enforceable and binding agreement with the Applicable Local Government and the Applicant pursuant to this Agreement.

(g) The School Board may render a Preliminary School Concurrency Recommendation to the Applicable Local Government advising the Applicable Local Government that the School Board and the Applicant have tentatively agreed on a Proportionate Share Mitigation Agreement for the proposed development. The Applicable Local Government may treat such a Preliminary School Concurrency Recommendation as a Final School Concurrency Recommendation finding Available School Capacity exists and may rely on such Final School Concurrency Recommendation to issue a Capacity Encumbrance Letter in accordance with the provisions of this Agreement.

(h) If the School Board finds that there is sufficient Available School Capacity within the subject School Concurrency Service Area, the School Board shall issue a Preliminary School Concurrency Recommendation to the Applicable Local Government and the Applicant so stating. In such event, the Preliminary School Concurrency Recommendation shall also be the Final School Concurrency Recommendation. The Applicable Local Government may then issue a Capacity Encumbrance Letter. The County or the Applicable Local Government shall be responsible for notifying the School Board when a development order for a Residential Development that has received a Certificate of School Concurrency expires or is revoked.

(i) The rendering of a School Concurrency Recommendation by the School Board confirming that Available School Capacity exists shall mean only that school facilities are currently available, and Available School Capacity will not be reserved until the Applicable Local Government issues a Certificate of School Concurrency or its functional equivalent.

(j) The School Board shall develop and implement a process to temporarily set aside capacity during the pendency of a School Concurrency Determination Application or Proportionate Share Mitigation negotiation.

18.7 Capacity Encumbrance and Reservation.

(a) The Applicable Local Government shall issue a Capacity Encumbrance Letter for a Residential Development within twenty-one (21) days from the receipt of a Final School Concurrency Recommendation from the School Board identifying the existence of Available School Capacity. A Capacity Encumbrance Letter issued pursuant to this Section shall be valid for one hundred eighty (180) days from the date of issuance. A Capacity Encumbrance Letter may be extended upon written approval by the Applicable Local Government and notice to the School Board for a period not to exceed an additional one hundred eighty (180) days, provided that the Applicant is able to demonstrate to the Applicable Local Government that the Applicant is proceeding in good faith to obtain necessary development approvals.

(b) Upon Site Plan Approval, the payment of a minimum one third of the Capacity Reservation Fee or all Proportionate Share Mitigation payments (if any), the Applicable Local Government shall issue a Certificate of School Concurrency. Once the Applicable Local Government has issued a Certificate of School Concurrency, Available School Capacity shall be reserved for the Residential Development for three (3) years. On each annual anniversary date of the Certificate of School Concurrency, the Applicant must pay one third of the Capacity Reservation Fee until such fees have been paid in full. Nothing herein shall preclude the Applicant from prepaying in advance any Capacity Reservation Fees required to be paid by this Section. An extension of a Certificate of School Concurrency for a Residential Development beyond the time authorized in Section 18.7(e) below shall require a de novo review for Available School Capacity to be performed by the Applicable Local Government and School Board. To ensure appropriate enforcement of this section, an Applicable Local Government may impose penalties for late or insufficient payments via duly adopted land development regulations.

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

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

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

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

(g) If, upon the conclusion of the term of the Certificate of School Concurrency and any extensions approved under Section 18.7(d), an Applicant has not (i) incurred extensive obligations or expenses (other than land purchase costs and payment of taxes)

including, but not limited to, legal and professional expenses related directly to the Residential Development or (ii) otherwise substantially changed position in reliance upon the Certificate of School Concurrency, then all reserved or encumbered School Capacity not allocable to units for which building permits have been issued shall become unencumbered and unreserved and a minimum of ninety percent (90 %) of any Capacity Reservation Fees paid shall be refunded to the extent that capacity is no longer reserved. Nothing in this Section shall be interpreted to preclude a Local Government from adopting an ordinance imposing non-transferable and/or non-refundable reservation fees designed to discourage speculation or marketeering in school capacity.

(h) The School Board and any Applicable Local Government may, by separate agreement, modify the procedures for capacity encumbrance and reservation.

18.8 Evaluation of Mitigation.

(a) Upon conclusion of the negotiation period specified in Section 19 of this Agreement, the School Board shall determine whether or not mitigation sufficient to provide capacity to serve the Residential Development has been proposed. If such mitigation has been proposed and agreed to, the School Board shall render a School Concurrency Recommendation documenting that Available School Capacity is or will be available for the Residential Development, once the mitigation measures have been memorialized in an enforceable and binding agreement with the Applicable Local Government, the School Board and the Applicant in a manner consistent with the applicable Land Development Regulations governing developer agreements. Such agreement shall specifically detail mitigation provisions, identify the proposed Residential Development, indicate the financial contribution to be paid by the Applicant, and include any other relevant terms and conditions, including providing for a method of surety in form of a bond or letter of credit in the amount of the contribution, if required.

(b) If mitigation is not agreed to, the School Board shall issue a Final School Concurrency Recommendation to the Applicant and the Applicable Local Government stating how the proposed Residential Development negatively impacts the Level of Service standards in the applicable School Concurrency Service Area and that the School Board and the Applicant were unable to reach agreement on a Proportionate Share Mitigation Agreement.

18.9 School Board Development Monitoring. The School Board shall create and maintain on its website a development review table for each School Concurrency Service Area and for each individual school, and will use the table to compare the projected students from proposed Residential Developments to the School Concurrency Service Area's and each individual school's available capacity programmed within the first three (3) years of the current five (5) or ten (10) year capital planning period. Student enrollment projections shall be based on the first three (3) years of the five (5) or ten (10) year capital planning period and shall be updated annually based on the enrollment counts issued on October 1 of each year. The development review table shall be updated to reflect these counts.

Section 19. Proportionate Share Mitigation

19.1 Intent. In accordance with sections 163.3180(13)(e)1 and 163.3180(13)(f)8, Florida Statutes, in the event that there is insufficient Available School Capacity within a School Concurrency Service Area to meet the demand for School Capacity created by a proposed development, as documented in a School Concurrency Recommendation or in an adjacent School Concurrency Service Area documented in an Adjacency Review, the School Board shall consider Proportionate Share Mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the Developer and the Applicable Local Government to mitigate the Development Impact from the proposed Residential Development by the creation of additional Available School Capacity.

19.2 Calculation of Proportionate Share Mitigation.

(a) When the student impacts from a proposed development would cause the adopted Level of Service standards to be exceeded for a particular School Concurrency Service Area, the Applicant's Proportionate Share Mitigation for the development will be based on the number of additional Permanent Student Stations and additional core and ancillary facilities necessary to meet the Level of Service standards established for the affected School Concurrency Service Area in this Agreement. The amount of Proportionate Share Mitigation will be calculated utilizing the cost per student station allocations for elementary, middle and high school plus the cost of land acquisition, core and ancillary facility requirements and other infrastructure expenditures, including required off-site improvements for school sites, as determined and published annually in the District Facilities Work Program.

(b) The methodology used to calculate Proportionate Share Mitigation shall be as follows:

$$\text{Proportionate Share Mitigation} = (\text{Development Impact} - \text{Available Capacity}) \times \text{Total Cost.}^1$$

Where:

¹Total Cost = the cost per student station plus a share of the land acquisition costs, additional core and ancillary facility costs and other anticipated infrastructure expenditures or the estimated cost of school infrastructure needed to provide sufficient Permanent Capacity to the impacted School Concurrency Service Areas, and includes any cost needed to pay the interest to advance a school scheduled in the District Facilities Workplan to an earlier year.

19.3 School Impact Fee Credit. Proportionate Share Mitigation shall be credited against the School Impact Fee otherwise due for the Residential Units within a Residential Development as provided for by statute.

19.4 Relationship of Capacity Enhancement Agreements to Proportionate Share Mitigation. To the extent the Residential Development is subject to a Capacity Enhancement Agreement entered into pursuant to Section 10 of this Agreement, the Capital Contribution paid pursuant to such agreement shall be a credit applied to the Proportionate Share Mitigation, as calculated in this Section. Proportionate Share Mitigation calculated pursuant to this Section 19 shall satisfy all mitigation requirements imposed under a Capacity Enhancement Agreement where the Proportionate Share Mitigation equals or exceeds the amount of mitigation required under a Capacity Enhancement Agreement.

19.5 Negotiation Period. Upon issuance of a Preliminary School Concurrency Recommendation reporting that the Applicant's proposed Residential Development will exceed adopted Level of Service standards, the Applicant may request a meeting with the School Board to discuss how to mitigate the impact from the Residential Development through the creation of additional Available School Capacity. If the parties agree on a mitigation option deemed to satisfy financial feasibility by the School Board, the Applicant shall enter into a binding and enforceable agreement with the School Board and the Applicable Local Government with jurisdiction over the approval of the Site Plan.

19.6 Proportionate Share Mitigation Projects.

(a) Any Proportionate Share Mitigation must be directed by the School Board to a School Capacity improvement identified in, the capital improvement schedule in the financially feasible five (5) year district work plan of the District Facilities Work Program, and in the Capital Improvements Element in the Comprehensive Plan of the County and the Municipalities to maintain financial feasibility based upon the adopted Level of Service standards. If a School Capacity improvement does not exist in the District Facilities Work Program, the School Board may, in its sole discretion, add a School Capacity improvement to mitigate the impacts from a proposed Residential Development, so long as the financial feasibility of the District Facilities Work Program can be maintained and so long as the Applicable Local Government agrees to amend its Capital improvements Element to include the new School Capacity improvement.

(b) Mitigation options that provide permanent capacity are subject to School Board approval and may include, but are not limited to:

1. Contribution of land in conjunction with the provision of an additional school site meeting the school siting criteria, or adjacent land for expansion of an existing facility; or
2. Provision of additional Permanent Student Stations through the donation of buildings for use as a primary or alternative learning facility, provided that such building meets the State Requirements for Educational Facilities; or
3. Provision of additional Permanent Student Stations through the renovation of existing buildings for use as learning facilities; or

4. Construction of Permanent Student Stations or core facilities; or
5. Construction of a school in advance of the time set forth in the District Facilities Work Program; or
6. Creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits; or
7. Construction of a charter school designed in accordance with the State Requirements for Educational Facilities and providing Permanent 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 in the event of the closure of the Charter School; or
8. The contribution of funds or other financial commitments or initiatives acceptable to the School Board to ensure that the financial feasibility of the District Facilities Work Program can be maintained by the implementation of the mitigation options.

(c) The value of donated land shall be based upon a written appraisal prepared by an M.A.I. appraiser who was selected from a list of approved appraisers provided by the School Board. The valuation standard utilized by the M.A.I. appraiser shall be the fair market value of the donated land using the land uses and approvals in place prior to the submission of the Residential Development approval that triggered the proportionate share process. The subject land's highest and best use shall be determined without any consideration of any enhanced value of the donated land resulting from approval by the County or the Applicable Local Government of the School Concurrency Determination Application with respect to which the land donation constituted a Proportionate Share Mitigation option.

Section 20. Resolution of Disputes

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 Chapters 164 or 186, Florida Statutes, or the Regional Dispute Resolution Process of the East Central Florida Regional Planning Council. This provision does not prohibit the School Board from contesting a vested rights determination as authorized in section 18.2(l) of this Agreement.

Section 21. Oversight

Oversight and evaluation of the school concurrency process is required pursuant to section 163.3180(13)(g)6.c., Florida Statutes. One or more representatives each of the County Commission, the governing body of each Municipality and the School Board will meet at least

once annually in a joint workshop session at which the public has the opportunity to be heard. A representative of the Regional Planning Council will also be invited to attend. The joint workshop sessions will be opportunities for the School Board, the County Commission, and the Municipalities' Commissions or Councils to hear reports regarding the implementation of this Agreement, 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, and joint use opportunities. The Superintendent of Orange County Public Schools shall be responsible for making meeting arrangements and providing notification. Public notice of these meetings shall be given in order that citizen oversight of the implementation of this Agreement shall be afforded.

Section 22. General Provisions

22.1 Headings. The headings or captions used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

22.2 Severability. If any part of this Agreement is determined by a Court of competent jurisdiction to be invalid, the part determined to be invalid shall be severed from this Agreement, and the remainder of this Agreement shall continue in force and effect.

22.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

22.4 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof.

Section 23. Amendment

Any amendments or modifications to this Agreement must be in writing and must be executed by all parties hereto.

Section 24. Effective Date

This Agreement will be effective within the County and each Municipality upon the adoption of each jurisdiction's Public School Facilities Element and amendments to the other elements of the respective Comprehensive Plans necessary to implement school concurrency. The failure of any or each of the proposed parties hereto to execute this Agreement shall not in any way affect the validity of this Agreement as between the other signatory parties hereto.

Section 25. Execution in Counterparts

This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

Signed, sealed and delivered in the presence of:

Margaret Rivera
Print name: Margaret Rivera

Angela Rozelle
Print name: Angela Rozelle

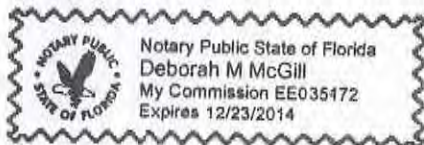
Margaret Rivera
Print name: Margaret Rivera

Angela Rozelle
Print name: Angela Rozelle

Approved as to form and legality by Eileen D. Fernández, the Office of the General Counsel for the School Board of Orange County, Florida, this 11th day of March, 2011

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11th day of March, 2011, by Bill Sublette, as Chairman and Ronald Blocker, as Secretary and Superintendent of the School Board of Orange County, Florida, a corporate body organized and existing under the constitution and laws of the State of Florida. Said persons (check one) ☒ are personally known to me or ☐ produced _____ as identification.



"SCHOOL BOARD"

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a corporate body organized and existing under the constitution and laws of the State of Florida

By: Bill Sublette

Name: Bill Sublette

Title: Chair, School Board

Attest: R. Blocker
Ronald Blocker, its Secretary and Superintendent

{Corporate Seal}

Date: March 11, 2011

Deborah M. McGill

Printed Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission expires: _____

ORANGE COUNTY PUBLIC SCHOOLS
Student Enrollment

5-Feb-19

MSID	Learning Communities	School	Type	Year Open (Admin)	Historical Enrollment										Permanent Program Capacity (JAN 2019)	Projections											
					2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19		2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	
1012	SW	25-E-SW-4	ES	2019											791	700	773	842	885	954	984	973	980	982	995	988	
1024	W	49-E-W-4	ES	2019											791	885	1,344	1,695	1,987	2,435	2,888	3,374	3,938	4,355	4,574	4,799	
1401	E	Aloma	ES	1967	512	505	464	486	515	526	547	542	553	557	547	575	597	627	648	667	683	696	706	707	719	727	
0321	SE	Andover	ES	2005	559	606	645	707	764	787	801	821	843	835	646	875	926	973	974	991	1,002	1,005	1,002	1,001	1,006	1,004	
1282	N	Apopka	ES	1918	680	668	713	709	736	684	782	811	780	791	770	814	820	812	805	828	856	860	888	923	947	971	
0222	IO	Avalon	ES	2000	814	835	882	932	942	937	952	934	934	848	601	772	729	690	652	612	593	602	603	604	610	612	
0611	E	Azalea Park	ES	1955	921	920	625	658	610	605	578	594	584	585	599	573	574	584	586	587	593	599	599	598	602	602	
0531	E	Baldwin Park	ES	2000	988	1,087	1,161	1,181	1,192	1,184	1,209	1,191	1,253	858	688	838	812	774	758	740	743	764	783	805	824	843	
1392	SW	Bay Lake	ES	2016								827	1,032	1,161	791	788	772	743	732	712	716	729	737	743	749	751	
1071	SW	Bay Meadows	ES	1990	524	566	582	547	581	578	599	586	654	603	801	620	585	562	572	556	582	621	653	682	721	760	
0871	E	Bonneville	ES	1960	553	539	527	520	534	569	603	607	617	601	842	610	622	623	619	621	603	589	573	562	561	557	
0751	E	Brookshire	ES	1959	499	486	528	514	615	634	622	607	560	562	593	574	576	606	622	647	679	694	694	694	704	709	
0217	E	Camelot	ES	2000	681	630	591	586	626	616	624	610	698	727	672	724	716	726	718	700	707	715	721	721	726	730	
1612	E	Castle Creek	ES	2006	766	801	795	799	834	853	904	942	833	829	768	821	809	801	797	793	792	808	809	809	814	818	
0701	SW	Catalina	ES	1959	586	583	617	652	663	638	712	724	702	734	754	718	696	690	689	695	706	720	732	740	744	748	
0711	E	Cheney	ES	1959	522	503	570	579	505	509	545	524	497	525	683	520	530	530	532	537	547	555	559	562	568	571	
0831	E	Chickasaw	ES	1960	767	807	799	773	740	757	731	654	633	656	822	628	623	610	599	588	586	578	575	575	571	566	
0216	W	Citrus	ES	1999	811	767	769	716	669	653	602	591	571	595	566	556	557	547	555	563	577	604	625	633	638	639	
0991	N	Clay Springs	ES	1877	828	811	771	778	760	745	765	732	727	759	786	785	790	818	837	855	861	848	827	806	798	780	
1451	E	Columbia	ES	1969	1,084	1,076	1,097	1,119	1,142	1,077	1,040	596	573	550	780	539	602	665	706	642	624	629	634	646	671	674	
0551	SE	Conway	ES	1871	572	585	638	603	578	594	534	599	563	569	572	587	547	522	512	516	514	517	514	513	511	511	
0156	E	Cypress Springs	ES	1995	759	750	739	732	736	760	792	781	753	795	786	800	790	794	818	797	805	806	824	813	813	830	
1601	E	Deerwood	ES	1984	548	516	501	497	485	443	456	467	508	508	472	513	502	499	508	510	518	540	551	562	571	577	
0511	W	Dillard St	ES	1951	786	743	775	762	765	741	722	682	620	530	562	542	475	445	445	442	465	496	520	542	559	573	
1181	E	Dommerich	ES	1964	629	627	612	614	584	602	605	625	622	636	488	630	637	623	605	582	588	577	563	546	551	550	
0781	SW	Dover Shores	ES	1960	585	583	653	596	643	612	569	500	380	418	603	420	415	420	418	404	401	397	386	380	372	365	
1591	SW	Dr Phillips	ES	1979	646	669	678	628	596	644	653	686	706	729	581	730	764	765	765	741	725	724	719	717	711	708	
0541	N	Dream Lake	ES	1954	812	770	811	843	823	822	784	840	847	808	786	813	771	746	740	738	727	727	740	756	763	772	
0801	SE	Durrance	ES	1960	454	411	433	422	432	409	358	399	359														
1921	SE	Eagle Creek	ES	2015							946	1,135	904	1,011	786	1,095	1,202	1,278	1,288	1,242	1,242	1,270	1,272	1,289	1,312	1,334	
0236	SW	Eagles Nest	ES	2003	647	591	634	666	685	700	764	760	719	716	658	698	723	708	716	727	757	778	793	802	815	827	
0259	E	East Lake	ES	2005	698	689	656	642	677	736	753	700	630	602	682	588	586	581	560	555	560	592	632	691	787	904	
5841	SW	Eccleston	ES	1956	482	492	441	479	686	727	689	586	574	542	635	541	542	534	537	537	538	542	539	538	540	544	
0214	SW	Endeavor	ES	2002	760	752	750	765	661	654	679	730	756	735	649	663	671	645	621	620	629	647	669	685	704	724	
0681	E	Engelwood	ES	1958	586	561	559	569	517	595	583	556	571	550	791	572	568	575	569	568	568	560	546	537	530	519	
0181	N	Fern Creek	ES	1947	328	306	335	362	353	326	285	264															
1971	E	Forsyth Woods	ES	2011			701	646	680	744	739	707	608	605	815	585	582	570	572	584	598	612	631	643	653	661	
1611	W	Frangus	ES	1992	651	633	638	639	607	619	637	593	502	466	710	431	425	409	388	376	376	379	375	373	377	380	
0191	SW	Grand Ave	ES	1926	225	224	247	271	284	278	227	184															
0881	W	Hiawassee	ES	1966	724	736	745	744	781	782	786	695	664	658	676	653	655	653	657	685	703	723	738	744	755	763	
1461	SE	Hidden Oaks	ES	1994	612	555	520	508	490	484	407	434	401	432	585	433	414	404	406	406	412	418	436	453	465	479	
0201	IO	Hillcrest	ES	1964	403	461	452	473	462	462	432	417	390	382	447	386	403	418	429	434	434	434	434	434	434	434	
1351	N	Hungerford	ES	1951	244	248	285	286	299	284	285	267	281	278	437	277	294	294	297	297	289	279	259	245	235	222	
1191	SW	Hunter's Creek	ES	1993	742	756	800	825	852	859	888	870	863	905	683	891	947	963	979	1,014	1,030	1,032	1,038	1,039	1,047	1,049	

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					2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19		2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	
1482	W	Independence	ES	2015							786	788	1,034	1,308	786	1,365	1,322	1,344	1,390	1,421	1,444	1,486	1,501	1,511	1,537	1,550	
1421	STO	Ivey Lane	ES	1968	352	290	338	345	385	366	337	304	390	381	593	361	338	328	315	314	326	338	337	339	346	352	
1081	SW	John Young	ES	1990	818	777	744	714	720	715	738	729	787	763	747	736	704	682	644	629	616	616	612	619	631	638	
0211	SW	Kaley (& Lake Como)	ES	1935	262	256	236	229	233	218	219	458	364														
1791	W	Keene's Crossing	ES	2009	590	701	766	825	1,000	1,197	893	1,002	1,260	1,464	812	1,022	1,067	1,105	1,112	1,056	1,013	999	986	993	1,001	1,129	
0311	N	Killarney	ES	1950	434	484	438	455	441	446	419	476	458	420	395	414	391	375	340	323	316	313	302	304	308	310	
221x	SW	Lake Como	ES	1951	267	253	258	256	270	256	237																
0241	N	Lake Gem	ES	1997	865	917	869	922	907	900	832	806	714	655	568	633	598	587	577	576	586	596	610	621	633	643	
0301	SE	Lake George	ES	1997	552	568	588	606	600	627	614	631	628	604	591	600	603	629	627	651	684	701	719	724	734	741	
0521	N	Lake Silver	ES	1953	525	620	656	644	672	689	683	701	636	560	659	559	541	528	522	539	556	571	582	592	601	610	
1221	N	Lake Sybelia	ES	1971	553	592	618	630	582	599	619	574	540	541	589	529	546	562	575	575	604	622	640	643	668	686	
0651	STO	Lake Weston	ES	1958	530	566	545	602	576	537	579	550	553	537	707	572	598	618	612	616	630	632	631	639	644	648	
1571	W	Lake Whitney	ES	2004	628	626	620	619	551	598	557	545	532	544	566	557	558	532	538	538	521	498	486	491	499	506	
0561	E	Lakemont	ES	1956	684	735	770	715	677	658	640	641	611	666	707	636	613	609	586	584	579	582	587	593	606	613	
0141	N	Lakeville	ES	1882	897	881	879	899	879	897	848	800	724	663	536	676	687	712	718	737	746	748	734	725	729	730	
0851	SE	Lancaster	ES	1961	755	760	804	838	854	887	901	859	802	815	795	775	735	732	700	703	711	717	722	724	743	753	
0331	SE	Laureate Park	ES	2017									645	797	791	958	1,091	1,150	1,213	1,303	1,405	1,522	1,634	1,827	1,877	1,969	
0213	E	Lawton Chiles	ES	1999	726	709	741	716	697	692	649	664	663	655	585	656	669	680	685	681	697	706	717	722	730	737	
1141	E	Little River	ES	1991	853	744	431	438	465	483	452	423	392	439	444	448	469	479	488	494	508	523	530	543	548	551	
0421	N	Lockhart	ES	1936	513	497	484	495	472	479	451	495	442	445	594	414	402	384	395	398	404	415	431	440	451	465	
0821	N	Lovell	ES	1965	730	668	682	717	698	709	734	729	766	713	768	706	683	668	652	625	621	617	616	627	636	645	
1321	W	Maxey	ES	1966	305	270	292	288	282	282	297	286	278	351	603	427	352	338	329	319	314	303	298	298	292	288	
0891	SE	McCoy	ES	1965	684	691	642	691	764	789	696	692	604	580	711	575	589	599	610	615	648	655	661	661	664	665	
1041	SE	Meadow Woods	ES	1989	834	834	577	604	578	520	510	525	694	775	791	786	789	801	810	819	844	864	888	890	868	851	
1021	W	MetroWest	ES	1988	1,307	1,420	1,513	1,484	1,473	1,515	1,583	1,588	678	653	791	659	652	627	601	574	560	552	544	536	540	541	
1553	SW	Millennia	ES	2007	771	808	876	952	985	1,017	1,102	911	944	1,035	732	1,073	1,104	1,131	1,196	1,275	1,345	1,424	1,476	1,488	1,466	1,430	
1492	SW	Millennia Gardens	ES	2016								848	929	997	791	1,027	1,042	1,049	1,070	1,066	1,114	1,152	1,193	1,242	1,291	1,337	
0791	STO	Mollie Ray	ES	1959	530	515	633	606	526	483	514	423	476	494	605	480	477	441	428	429	439	439	441	447	456	462	
1582	SE	Moss Park	ES	2007	916	966	1,042	1,133	1,283	1,316	812	843	898	1,055	796	1,142	1,202	1,274	1,277	1,305	1,327	1,421	1,546	1,635	1,724	1,813	
0771	IO	NorthLake Park	ES	1998	931	1,016	1,070	1,181	949	1,063	857	887	948	919	830	932	974	994	984	964	996	1,020	994	1,010	1,000	979	
1501	W	Oak Hill	ES	1887	495	490	489	507	507	485	495	505	503	515	606	537	521	537	532	510	506	499	494	490	493	494	
0212	SE	Oakshire	ES	1999	760	731	728	629	606	619	695	698	763	716	671	701	694	685	655	642	647	670	692	709	729	748	
1531	W	Ocoee	ES	1978	802	849	821	830	823	802	811	731	705	778	725	739	740	738	759	784	833	881	922	943	953	960	
1331	W	Orange Center	ES	1966	353	303	285	219	220	182	252	369	347	376	412	381	399	383	362	355	347	341	327	319	320	319	
0601	N	Orlando Gifted Acad.	ES	2018										172		275	242	277	286	261	245	245	245	245	245	245	
0271	STO	Orlo Vista	ES	1952	551	545	529	594	566	610	645	600	563	602	682	609	596	599	593	591	585	575	566	561	564	563	
0961	SW	Palm Lake	ES	1987	586	557	602	592	643	627	571	588	661	674	651	650	651	645	632	636	657	682	703	707	709	710	
1491	SW	Palmetto	ES	1975	1,078	1,123	1,031	1,080	1,127	1,147	1,229	956	948	915	1,022	880	837	814	804	791	800	819	838	858	876	896	
0901	IO	Pershing	ES	1961	357	364	383	378	363	337	303	318															
1541	SE	Pinar	ES	1975	548	506	491	506	461	464	442	398	396	405	587	412	425	429	440	447							

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					2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19		2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	
1251	N	Riverside	ES	1968	621	600	639	598	641	634	648	643	586	586	791	565	531	503	485	472	474	482	498	504	508	509	
0641	STO	Rock Lake	ES	1957	259	275	267	286	271	288	258	237	379	370	582	342	337	310	288	273	274	276	282	283	286	290	
1011	N	Rock Springs	ES	1988	744	761	744	753	718	829	824	831	829	803	803	791	793	808	829	838	862	877	880	880	880	884	
0861	W	Rolling Hills	ES	1961	589	607	597	548	672	689	667	542	501	494	721	482	518	529	546	571	597	611	624	635	645	653	
1271	STO	Rosemont	ES	1997	846	853	893	858	870	883	884	818	747	652	813	691	698	693	723	759	783	803	801	809	809	806	
1261	SW	Sadler	ES	1967	738	732	722	767	766	805	803	800	805	827	761	846	845	842	863	868	901	913	921	921	924	933	
0741	SE	Sally Ride (Cypress Pa	ES	1909	381	385	277	271	254	270	270	299	318	446	544	453	439	454	451	439	453	472	493	514	534	558	
1731	SW	Sand Lake	ES	2006	491	490	501	434	446	559	591	659	718	679	768	505	501	483	488	497	542	606	690	786	889	997	
1441	SE	Shenandoah	ES	1968	630	529	574	554	577	569	602	590	571	687	665	632	654	636	626	629	644	645	636	643	649	650	
1621	SW	Shingle Creek	ES	1873	1,050	1,078	1,120	1,115	1,153	1,167	1,133	835	839	861	752	864	863	831	853	844	873	883	884	885	881	881	
1341	SE	Southwood	ES	1997	784	753	704	682	593	578	533	557	527	496	571	480	469	464	441	430	441	459	475	495	514	531	
0841	N	Spring Lake	ES	1960	569	530	537	525	543	617	650	613	582	592	572	573	564	546	545	559	566	587	603	612	616	620	
1771	E	Stone Lakes	ES	2006	712	731	757	784	853	870	972	861	855	773	752	735	702	671	679	664	663	685	691	688	695	702	
1831	SE	Sun Blaze	ES	2013					665	752	896	1,044	1,125	1,160	786	1,281	1,300	1,325	1,285	1,265	1,269	1,289	1,309	1,327	1,340	1,342	
1821	W	SunRidge	ES	2012				720	727	720	727	724	722	731	812	730	726	722	754	744	763	769	780	779	782	777	
1371	E	Sunrise	ES	1997	540	544	535	472	472	483	475	538	527	533	551	546	600	613	617	625	614	609	576	568	572	573	
1776	SW	Sunset Park	ES	2007	743	833	923	1,051	1,223	1,244	1,204	831	881	935	753	923	900	892	867	838	831	838	844	844	844	841	
0811	SW	Tangelo Park	ES	1960	394	381	354	343	384	428	427	571	616	666	606	711	840	962	1,029	1,118	1,155	1,181	1,210	1,241	1,275	1,307	
0235	W	Thornebrooke	ES	2002	738	753	739	718	750	741	757	749	769	752	636	733	721	705	685	649	643	649	636	627	639	644	
0215	SE	Three Points	ES	2000	670	695	705	690	680	721	617	532	510	466	654	449	453	439	433	441	450	458	463	471	481	490	
0361	W	Tildenville	ES	1964	539	524	509	537	534	541	567	582	548	541	682	508	554	554	541	535	533	520	505	496	489	479	
1991	E	Timber Lakes	ES	2008	593	683	751	768	855	898	897	935	940	921	792	918	915	896	842	803	777	756	745	738	744	747	
0431	E	Union Park	ES	1954	649	622	643	584	540	488	454	481	509	494	601	498	465	459	441	433	435	434	433	435	440	444	
0971	SE	Ventura	ES	1988	679	768	808	742	768	787	697	660	721	727	777	689	729	721	710	710	722	734	739	737	742	743	
1752	SE	Vista Lakes	ES	2006	962	984	999	1,055	807	833	836	786	757	745	731	759	760	771	780	808	830	857	913	982	1,079	1,197	
5861	W	Washington Shores	ES	1957	534	516	518	496	540	566	633	604	605	645	644	646	634	618	609	600	603	595	591	584	586	584	
1051	SW	Waterbridge	ES	1991	939	934	1,024	1,071	1,078	1,137	1,174	1,246	1,352	1,352	814	1,347	1,373	1,378	1,390	1,394	1,396	1,417	1,429	1,412	1,409	1,406	
1091	E	Waterford	ES	1987	754	733	727	723	645	700	722	756	721	730	721	730	714	715	711	712	708	717	719	722	725	728	
0232	SW	West Creek	ES	2004	744	740	703	704	667	712	762	845	873	864	642	847	875	858	830	811	823	831	834	824	827	828	
0253	W	West Oaks	ES	2004	593	568	602	620	627	640	660	603	579	598	552	560	618	616	622	626	635	643	638	629	629	626	
1562	W	Westbrooke	ES	2008	591	617	631	639	703	612	670	732	728	674	785	668	628	602	552	524	512	491	485	493	505	522	
1201	W	Westpointe	ES	2017									751	714	791	783	756	744	757	773	797	819	840	864	873	879	
1941	SE	Wetherbee	ES	2011			657	714	777	853	929	972	994	1,053	758	1,109	1,165	1,205	1,244	1,273	1,344	1,323	1,316	1,431	1,556	1,568	
1361	N	Wheatley	ES	1886	400	381	339	289	323	387	448	440	448	472	445	491	526	547	563	588	603	619	629	636	643	649	
0322	W	Whispering Oak	ES	2005	1,363	1,396	1,436	785	754	811	862	937	986	1,090	659	1,150	1,185	1,236	1,255	1,239	1,225	1,251	1,288	1,307	1,327	1,352	
1231	W	Windermere	ES	1967	899	840	869	809	787	753	711	751	729	704	726	707	702	687	718	732	765	798	833	859	848	861	
1171	SE	Winegard	ES	1970	687	653	685	630	706	751	802	749	668	688	722	698	759	755	754	766	788	794	784	790	797	796	
1751	N	Wolf Lake	ES	2006	993	1,068	1,093	1,107	1,181	1,203	1,180	1,211	1,185	1,216	744	1,200	1,176	1,149	1,166	1,156	1,169	1,206	1,245	1,271	1,273	1,285	
1741	SE	Wyndham Lakes	ES	2006	1,043	1,089	823	857	813	856	918	970	955	995	768	1,005	1,033	1,070	1,090	1,139	1,189	1,243	1,288	1,313	1,327	1,330	
0461	N	Zellwood	ES	1959	548	526	569	592	567	615	627	662	605	604	569	629	656	693	687	706	712	711	711	723	774	836	

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0981	IO	Arbor Ridge	K8	1989	735	715	741	757	745	764	759	764	779	790	776	811	836	854	874	896	900	906	904	906	909	909	
1851	N	Audubon Park School	K8	1954*										796	1,202	998	971	970	993	1,006	1,015	1,049	1,072	1,102	1,127	1,144	
0631	IO	Blankner	K8	1956*	997	1,004	1,012	997	975	1,072	1,079	1,065	1,029	974	891	971	959	938	929	917	920	931	949	963	961	958	
0221	SW	Lake Como School	K8	1951*										613	1,190	692	709	722	744	770	801	844	873	906	914	924	
1014	STO	OCPS ACE	PS8	2017									1,065	959	1,202	980	975	973	932	917	908	907	896	909	930	954	
0901	IO	Pershing School	K8	1961*											1,200	700	895	873	870	869	872	859	874	882	891	898	
1861	E	Wedgefield	K8	2016								841	912	942	1,054	933	996	1,005	1,014	1,016	1,016	1,030	1,045	1,056	1,057	1,057	
1061	IO	Windy Ridge	K8	1990	1,145	1,126	1,141	1,160	1,112	1,147	1,129	1,200	1,241	1,181	1,229	1,191	1,109	1,111	1,038	985	957	937	916	889	869	848	
1022	SW	37-M-SW-4	MS	2019											1,215	1,280	1,396	1,489	1,444	1,426	1,458	1,434	1,434	1,369	1,417	1,465	
0282	N	Apopka	MS	1969	1,036	948	1,058	1,071	1,062	1,104	1,095	1,044	1,082	1,083	1,076	1,158	1,139	1,118	1,069	1,047	1,044	1,078	1,132	1,183	1,194	1,221	
1763	IO	Avalon	MS	2006	1,412	1,486	1,557	1,613	1,644	1,809	1,869	1,844	1,015	1,023	970	1,034	1,029	973	882	833	790	764	750	803	819	817	
1762	W	Bridgewater	MS	2007	1,327	1,403	1,452	1,095	1,142	1,374	1,559	1,826	2,256	2,609	1,040	1,777	2,077	2,316	2,529	2,706	2,885	2,960	2,995	2,635	2,744	2,966	
5871	STO	Carver	MS	1963	804	799	732	774	696	720	716	653	792	831	1,231	857	844	853	823	780	732	718	737	829	833	835	
1291	SW	Chain of Lakes	MS	1998	1,223	1,311	1,373	1,397	1,319	1,285	1,317	1,324	1,308	1,300	996	1,340	1,344	1,344	1,345	1,335	1,299	1,242	1,232	1,336	1,421	1,523	
0581	N	College Park	MS	1956	898	964	922	986	964	1,035	946	1,011	1,028	964	783	936	927	926	917	869	835	829	878	957	969	988	
1391	SE	Conway	MS	1969	1,195	1,137	1,103	1,058	1,030	1,001	1,002	991	995	991	926	918	853	882	864	850	800	749	735	708	711	723	
1281	E	Corner Lake	MS	1998	1,344	1,268	1,282	1,209	1,259	1,222	1,276	999	992	942	1,096	974	933	919	887	872	856	870	934	1,088	1,090	1,100	
1121	IO	Discovery	MS	1997	941	962	891	860	955	907	886	934	946	901	975	903	906	923	918	907	939	942	1,003	1,067	1,047	986	
0245	SW	Freedom	MS	2005	1,043	1,019	1,131	1,070	1,037	1,040	1,037	1,041	1,177	1,256	1,066	1,336	1,379	1,436	1,429	1,442	1,444	1,415	1,397	1,332	1,393	1,456	
0571	E	Glenridge	MS	1955	1,254	1,431	1,385	1,354	1,377	1,414	1,448	1,510	1,586	1,345	1,211	1,387	1,373	1,406	1,345	1,317	1,298	1,297	1,337	1,384	1,411	1,457	
1681	W	Gotha	MS	1883	1,202	1,190	1,213	1,337	1,252	1,273	1,266	1,309	1,229	1,218	1,093	1,226	1,175	1,137	1,080	1,055	1,018	1,001	985	988	996	975	
0131	SW	Howard	MS	1926	601	609	651	917	970	1,068	1,028	1,092	1,036	1,014	1,075	1,080	1,100	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	
0381	IO	Hunter's Creek	MS	1994	1,077	1,110	1,128	1,135	1,081	1,061	1,205	1,298	1,354	1,341	969	1,424	1,390	1,333	1,305	1,234	1,209	1,205	1,212	1,357	1,386	1,389	
1871	SE	Innovation	MS	2017									1,014	1,206	1,201	1,343	1,442	1,518	1,659	1,739	1,932	1,965	2,054	1,834	1,964	2,102	
1111	SE	Jackson	MS	1965	1,250	1,209	1,343	1,357	1,356	1,303	1,127	976	977	1,009	1,402	1,011	1,061	1,025	992	943	940	938	974	1,034	1,030	1,013	
1931	SE	Lake Nona	MS	2009	947	1,066	1,190	1,272	1,431	1,571	1,802	2,063	1,339	1,485	1,235	1,590	1,762	1,866	1,914	1,983	2,004	2,099	2,077	2,165	2,213	2,268	
0352	W	Lakeview	MS	1927	1,359	1,314	1,380	910	969	1,033	1,033	997	944	909	1,069	968	1,003	1,023	982	900	861	879	933	960	1,013	1,060	
0242	E	Legacy	MS	2005	914	886	902	840	893	975	932	893	902	924	1,089	910	914	904	892	923	950	991	985	1,052	1,080	1,126	
1551	SE	Liberty	MS	1974	1,142	1,170	1,105	1,064	1,034	1,024	1,035	1,152	1,115	1,147	1,487	1,189	1,172	1,167	1,132	1,123	1,096	1,100	1,154	1,172	1,219	1,256	
0721	N	Lockhart	MS	1959	805	805	799	768	811	813	778	805	851	865	611	895	857	845	816	822	805	806	814	890	903	912	
0731	E	Maitland	MS	1959	930	976	1,046	977	917	908	931	926	887	796	932	831	837	855	809	775	736	700	687	685	690	695	
1381	SE	Meadow Woods	MS	1989	1,171	1,154	1,137	1,179	1,070	1,037	967	960	983	981	1,150	985	1,025	1,039	1,029	1,006	989	943	928	981	1,004	1,041	
1241	N	Meadowbrook	MS	1966	1,044	1,024	1,063	1,049	1,071	937	1,062	1,015	1,064	994	1,178	1,005	1,007	1,058	1,007	927	839	845	899	966	998	1,051	
0151	STO	Memorial	MS	1922	779	699	663	764	821	840	812	823	768	803	1,191	885	938	982	976	926	879	871	913	978	1,006	1,001	
0342	W	Ocoee	MS	1927	1,640	1,624	1,561	1,451	1,387	1,372	1,409	1,449	1,427	1,356	1,305	1,432	1,370	1,402	1,295	1,267	1,219	1,214	1,272	1,304	1,394	1,494	
1682	SE	Odyssey	MS	2000	864	878	898	955	939	912>																	

MSID	Learning Communities	School	Type	Year Open (Admin)	Historical Enrollment										Permanent Program Capacity (JAN 2019)	Projections											
					2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19		2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	
1521	HSO	Apopka	HS	1872	2,663	2,652	2,877	2,947	3,009	3,176	3,163	3,295	3,352	3,382	3,231	3,393	3,501	3,479	3,520	3,639	3,648	3,732	3,700	3,707	3,727	3,741	
0111	HSO	Boone	HS	1952	3,044	2,869	2,922	2,934	2,899	2,765	2,844	2,811	2,791	2,871	2,799	2,800	2,965	2,934	2,873	2,825	2,760	2,822	2,761	2,758	2,873	2,863	
0661	HSO	Colonial	HS	1958	3,494	3,469	3,284	3,439	3,364	3,347	3,580	3,496	3,411	3,414	3,743	3,348	3,473	3,499	3,621	3,705	3,714	3,756	3,664	3,668	3,692	3,755	
1651	HSO	Cypress Creek	HS	1992	3,242	3,187	3,173	3,170	3,058	3,145	3,167	3,315	3,355	3,372	2,766	3,319	3,387	3,447	3,623	3,826	3,949	4,185	4,267	4,209	4,217	4,205	
0931	HSO	Dr. Phillips	HS	1987	3,648	3,659	3,646	3,651	3,510	3,498	3,593	3,698	3,806	3,885	2,799	3,910	4,081	4,128	4,352	4,576	4,827	4,864	4,937	4,909	4,777	4,801	
0121	HSO	Edgewater	HS	1952	1,877	1,796	1,727	1,714	1,663	1,781	1,934	2,035	2,039	2,025	2,318	2,020	2,034	2,091	2,138	2,151	2,162	2,193	2,176	2,198	2,277	2,373	
1801	HSO	East River	HS	2009	1,567	2,002	1,906	1,865	1,836	1,956	2,098	2,031	2,028	2,048	3,002	2,025	2,096	2,175	2,257	2,331	2,359	2,384	2,331	2,362	2,368	2,423	
0671	HSO	Evans	HS	1958	1,954	1,923	2,128	2,367	2,577	2,363	2,574	2,509	2,466	2,525	2,289	2,465	2,493	2,473	2,551	2,659	2,727	2,738	2,597	2,494	2,438	2,473	
1662	HSO	Freedom	HS	2003	2,792	2,928	3,099	3,124	3,232	3,280	3,438	3,642	3,874	3,995	2,606	4,088	4,202	4,326	4,498	4,677	4,785	4,830	4,844	4,867	4,962	4,930	
5711	HSO	Jones	HS	1951	1,076	1,031	926	838	771	1,086	1,202	1,323	1,578	1,578	1,578	1,536	1,592	1,561	1,628	1,712	1,746	1,802	1,760	1,682	1,636	1,627	
1951	HSO	Lake Nona	HS	2009	711	1,277	1,781	1,880	2,023	2,271	2,532	2,744	3,046	3,274	2,807	3,425	3,811	4,058	4,183	4,343	4,357	4,432	4,359	4,260	4,337	4,513	
0691	HSO	Oak Ridge	HS	1959	1,987	1,905	1,753	2,010	2,370	2,649	2,963	2,955	2,905	2,612	2,242	2,592	2,751	2,742	2,844	2,964	2,970	3,004	2,966	2,886	2,870	2,919	
0252	HSO	Ocoee	HS	1883	2,470	2,377	2,398	2,355	2,379	2,241	2,355	2,484	2,541	2,577	2,770	2,547	2,599	2,579	2,727	2,763	2,857	2,918	2,807	2,816	2,769	2,829	
1632	HSO	Olympia	HS	1999	3,016	3,014	2,968	2,898	2,962	2,999	3,200	3,331	3,365	3,275	3,263	3,192	3,184	3,141	3,170	3,215	3,190	3,218	3,379	3,421	3,445	3,407	
1631	HSO	Timber Creek	HS	1999	3,226	3,029	3,012	3,019	3,030	3,136	3,273	3,341	3,497	3,477	2,592	3,536	3,592	3,563	3,589	3,660	3,683	3,722	3,557	3,492	3,353	3,472	
1001	HSO	University	HS	1990	2,834	2,790	2,780	2,993	3,048	3,120	3,165	2,983	2,932	2,848	2,590	2,755	2,825	2,871	2,922	2,968	3,001	3,046	3,045	3,084	3,201	3,333	
1542	HSO	Wekiva	HS	2007	2,386	2,468	2,213	2,158	2,264	2,349	2,351	2,274	2,171	2,162	2,707	2,159	2,225	2,270	2,335	2,423	2,390	2,342	2,241	2,202	2,261	2,313	
1511	HSO	West Orange	HS	1974	3,092	3,320	3,362	3,472	3,757	3,836	4,161	4,340	2,864	2,472	2,994	2,484	2,552	2,637	2,684	2,833	2,922	2,967	3,059	2,943	3,042	3,114	
1908	HSO	Windermere	HS	2017									2,186	3,360	2,753	3,664	3,972	4,256	4,605	4,899	5,092	5,306	5,568	5,703	5,840	5,766	
1411	HSO	Winter Park	HS	1927	3,162	3,258	3,389	3,203	3,150	3,073	3,146	3,329	3,422	3,355	3,628	3,360	3,565	3,608	3,743	3,693	3,623	3,614	3,511	3,456	3,382	3,492	
TOTAL					166,680	167,987	170,650	172,611	174,651	178,106	182,516	185,208	188,886	191,604		195,088	199,113	201,421	203,226	205,481	208,093	211,518	214,022	216,711	219,996	223,743	
		Special Schools			8,702	11,053	11,641	13,071	14,696	16,169	17,301	18,240	18,369	20,081		20,615	20,861	20,993	21,180	21,265	21,306	21,303	21,298	21,298	21,298	21,298	
GRAND TOTAL					175,382	179,040	182,291	185,682	189,347	194,275	199,817	203,448	207,255	211,685		215,703	219,974	222,414	224,406	226,746	229,399	232,821	235,320	238,009	241,294	245,041	

Orange County Public Schools



Planning for Public Schools



Citizen Planner Academy
June 24, 2017

Our Team

Department of Facilities Planning, OCPS

Julie Salvo, AICP

Tyrone Smith, AICP

<http://planning.ocps.net>

Today's Agenda

- Introduction
- School Planning Process



- Case Studies/Examples
- Recent Initiatives and Legislation
- Questions and Discussion

About Orange County Public Schools

- 4th largest school district in Florida
- 10th largest school district in the country
- 188 traditional K-12 schools
- 185,208 K-12 students* (2016-17 enrollment)
 - *Traditional public schools, does not include charters
- Expected to grow by 3,600 children in the 2017-18 school year

Frequently Asked Questions

- Why aren't neighborhood schools built anymore?
- Why are school sites so big?
- Why are schools so far from the children they serve?
- Why are there so many portables?
- Are charter schools subject to the same siting standards?



Planning Challenges

- Growth
 - How much, and where?
 - When to build the school?
- Money
 - Reliance on local capital funding
 - State Legislature controls operational funding
- Land Availability

Coordination with Local Governments

Two Key Areas of Land Use Coordination:

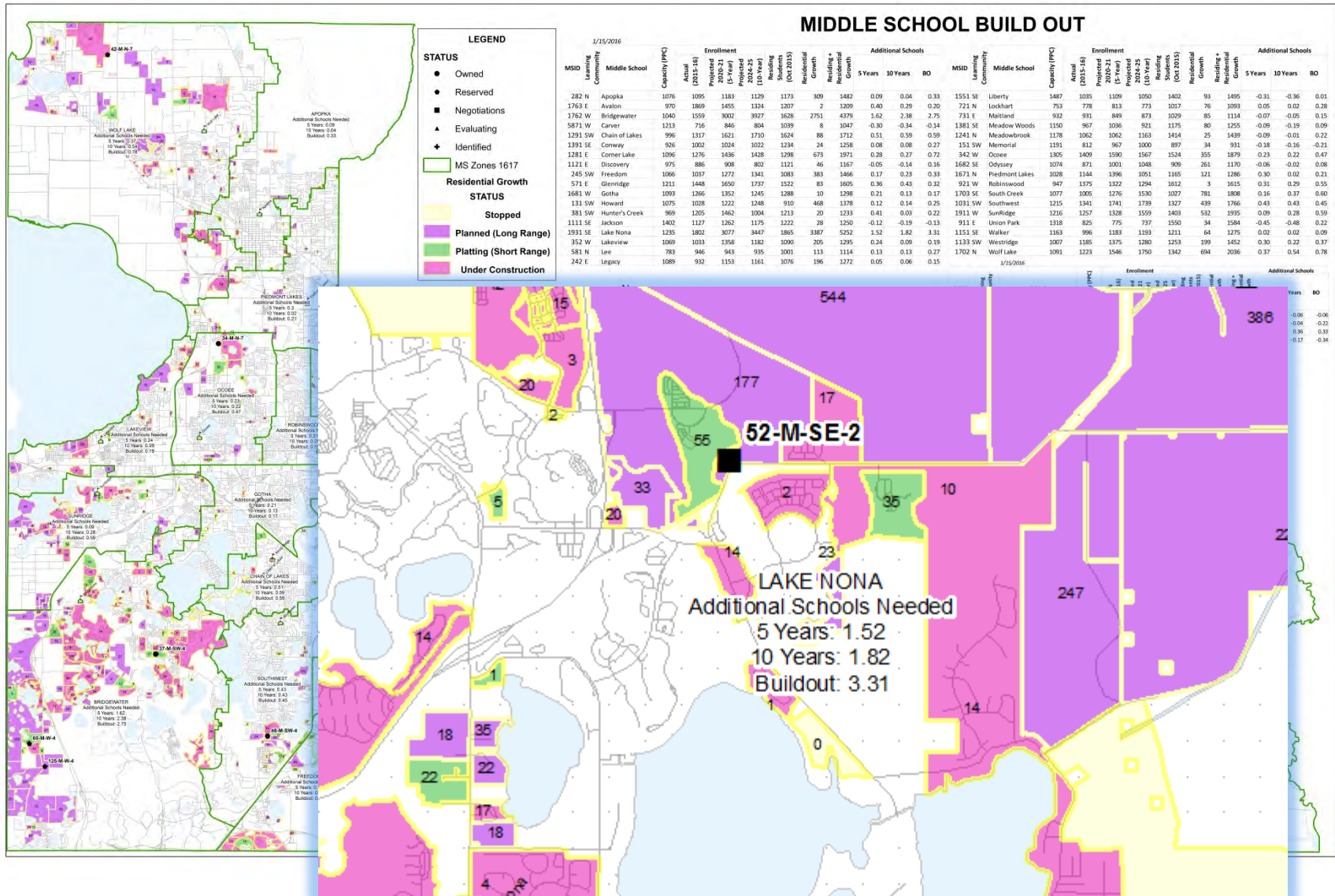
1. Entitlements for School Sites
 - Future land use, zoning, site plan, etc.
2. Impact Assessments of Proposed Residential Developments
 - Is school capacity available to serve this subdivision?

Coordination with Local Governments

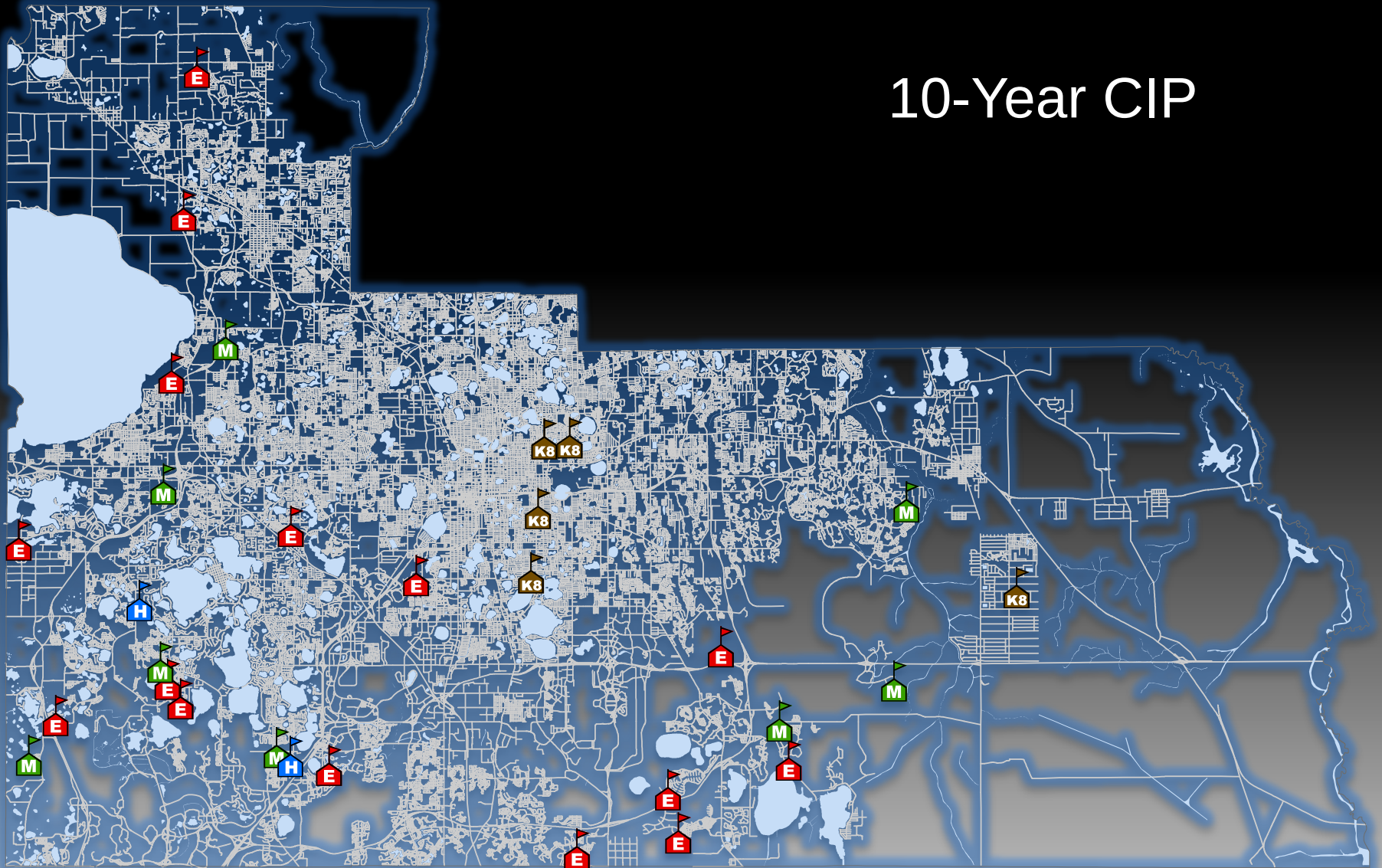
- Martinez Doctrine (2000)
- Orange County Charter Amendment (2004, 2012)
- Interlocal Agreement (ILA) (2006, 2008, 2011)
 - Quarterly meetings with Orange County and City of Orlando
 - Annual Interlocal Planners Meetings
 - Annual City Manager Meetings
 - Student Pedestrian Safety Committee
 - Annual Joint Meeting between BCC and School Board Officials
 - Staff Serves as Non-Voting Member of all Development Review Committees and Planning & Zoning Commissions

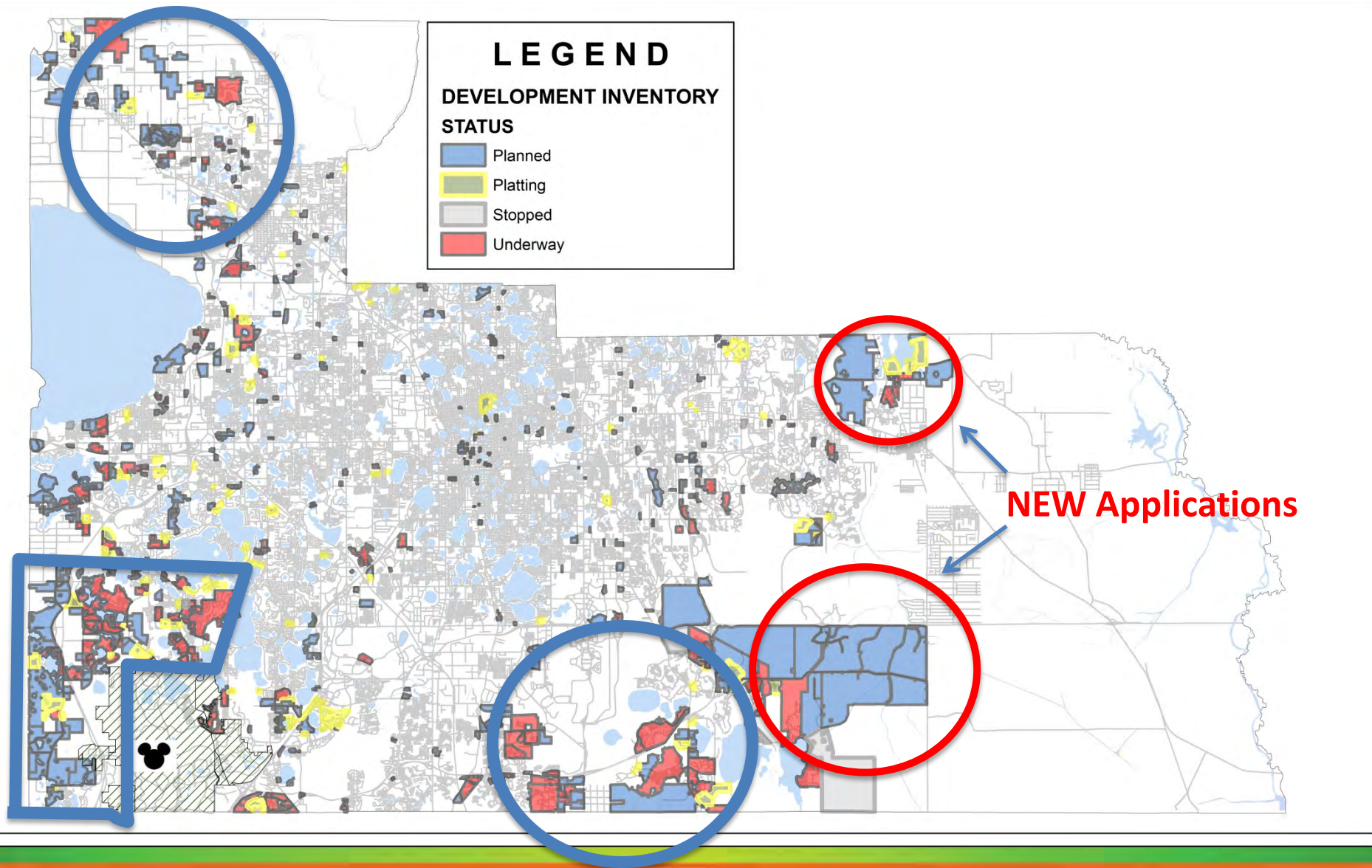


PLANNING FOR FUTURE NEEDS



10-Year CIP





Student Generation Rates



Single Family (detached)=0.417
~2.5 homes = 1 child



Multi-Family (apartments, condos)=0.281
~4 units = 1 child



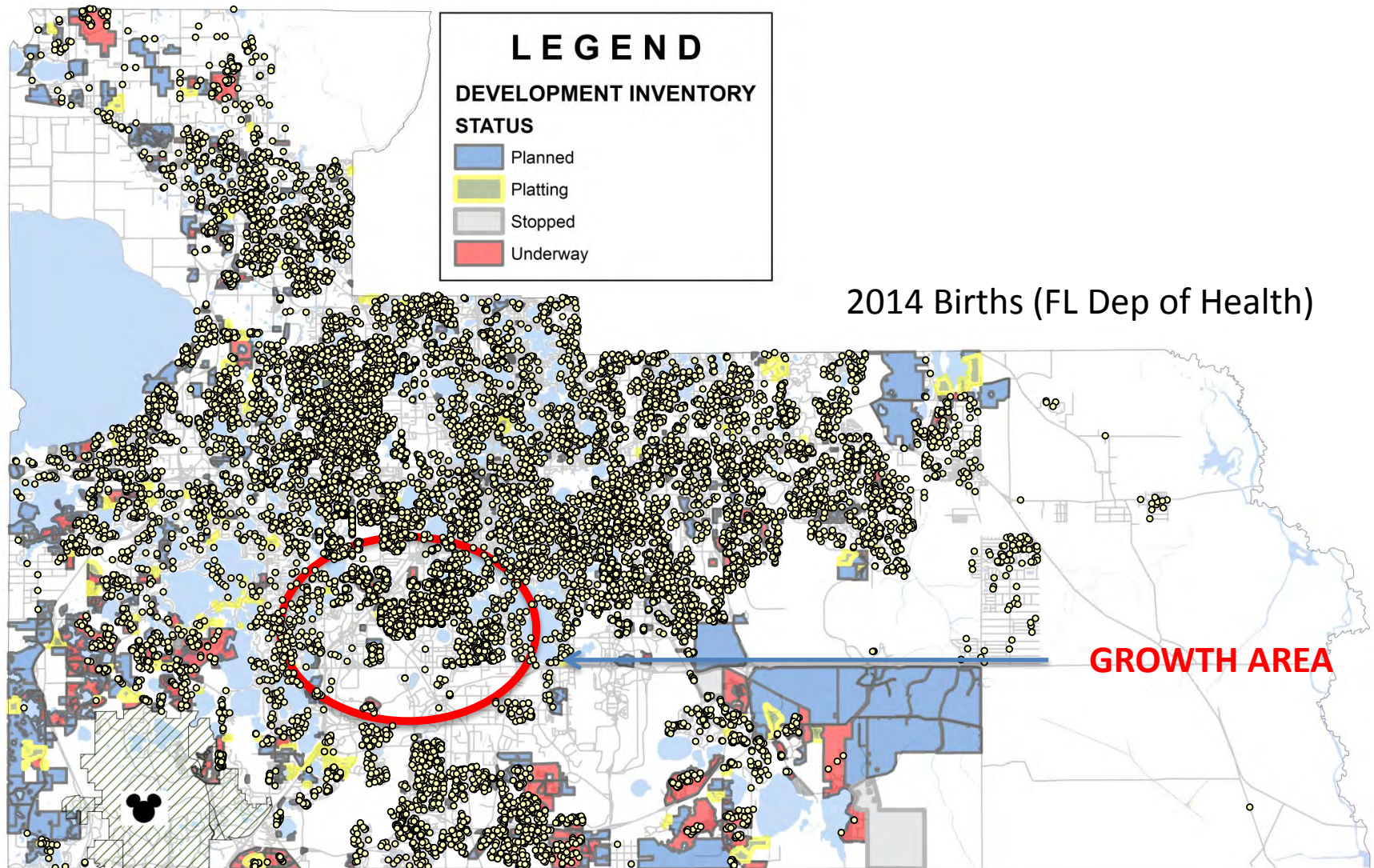
Townhomes (attached residential)=0.329
3 units = 1 child

Student Generation Rates



Single Family (detached)
4,500 Homes = 1 elementary
12,500 Homes = 1 middle
21,000 Homes = 1 high school

Multi Family (attached)
5,700 Homes = 1 elementary
19,500 Homes = 1 middle
40,000 Homes = 1 high school



Enrollment Projection Inputs:

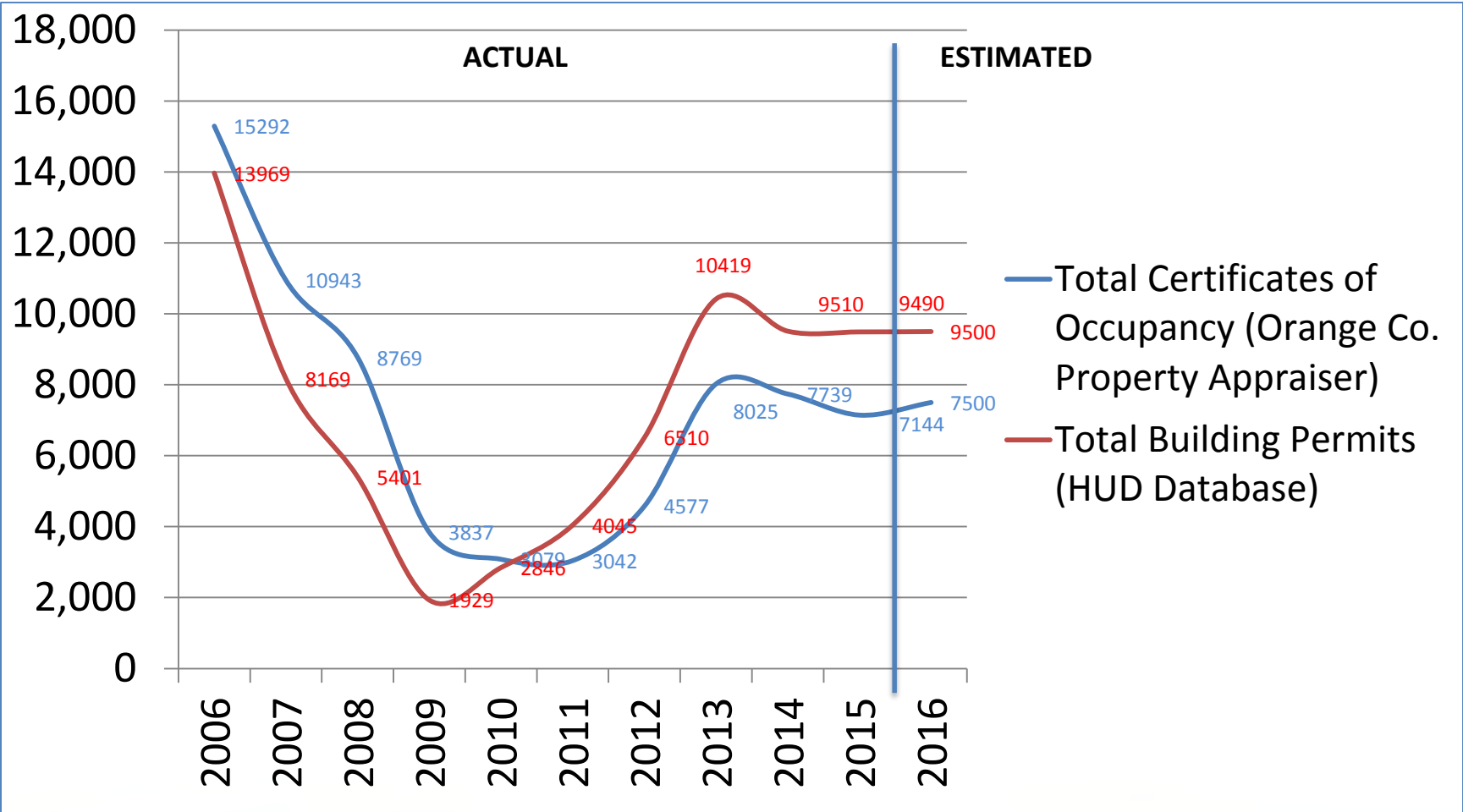
- 1) Cohort Survival Methodology
- 2) New Residential Construction
- 3) Natural Growth (Birth Data)

School	Type	Historical Enrollment									
		2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
Elementary		81,773	80,671	80,816	80,931	82,690	83,186	84,226	86,001	87,115	87,780
Middle		37,745	38,383	37,623	38,102	38,616	39,388	39,523	40,034	40,662	41,492
High		49,527	48,915	48,241	48,954	49,344	50,037	50,902	52,071	54,739	55,936
Special Schools		7,248	6,716	8,702	11,053	11,641	13,071	14,696	16,169	17,301	18,240
TOTAL		176,293	174,685	175,382	179,040	182,291	185,682	189,347	194,275	199,817	203,448

School	Type	Projections										
		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Elementary		88,507	89,034	88,802	89,577	91,523	93,804	96,598	100,410	103,264	106,932	110,415
Middle		43,236	44,349	46,217	45,875	46,054	45,336	45,260	45,345	46,765	47,765	49,196
High		57,078	58,002	58,579	61,502	62,935	65,062	66,559	65,574	66,180	65,823	66,124
Special Schools		18,930	19,433	19,727	19,938	20,073	20,194	20,270	20,368	20,368	20,368	20,368
TOTAL		207,751	210,818	213,325	216,892	220,585	224,396	228,687	231,697	236,577	240,888	246,103

Orange County Public Schools

New Residential Construction



Relief Schools and Portables

- *Why and how does OCPS use portable classrooms? Why not just build another school?*
 - Educational Framework:
 - Elementary School Prototype = 830 student stations/\$20 Million
 - Middle School Prototype = 1,215 student stations/\$35-40 Million
 - High School Prototype = 2,776 student stations/\$90 Million
 - Revenue/Cash Flow
 - Operational Efficiency
 - Relief school timing must be correct so the school does not open half empty, resulting in operational inefficiencies



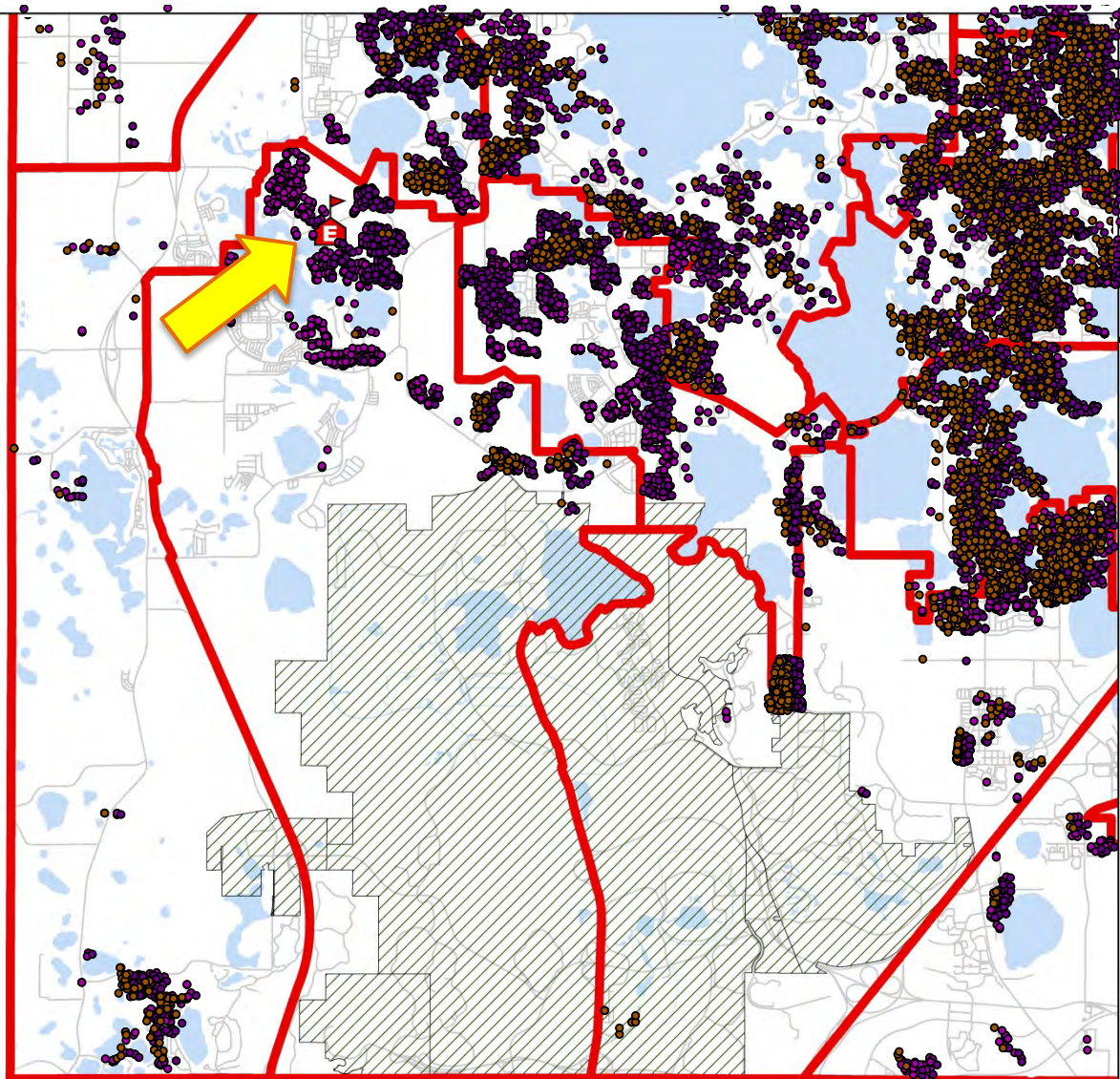
Independence Elementary

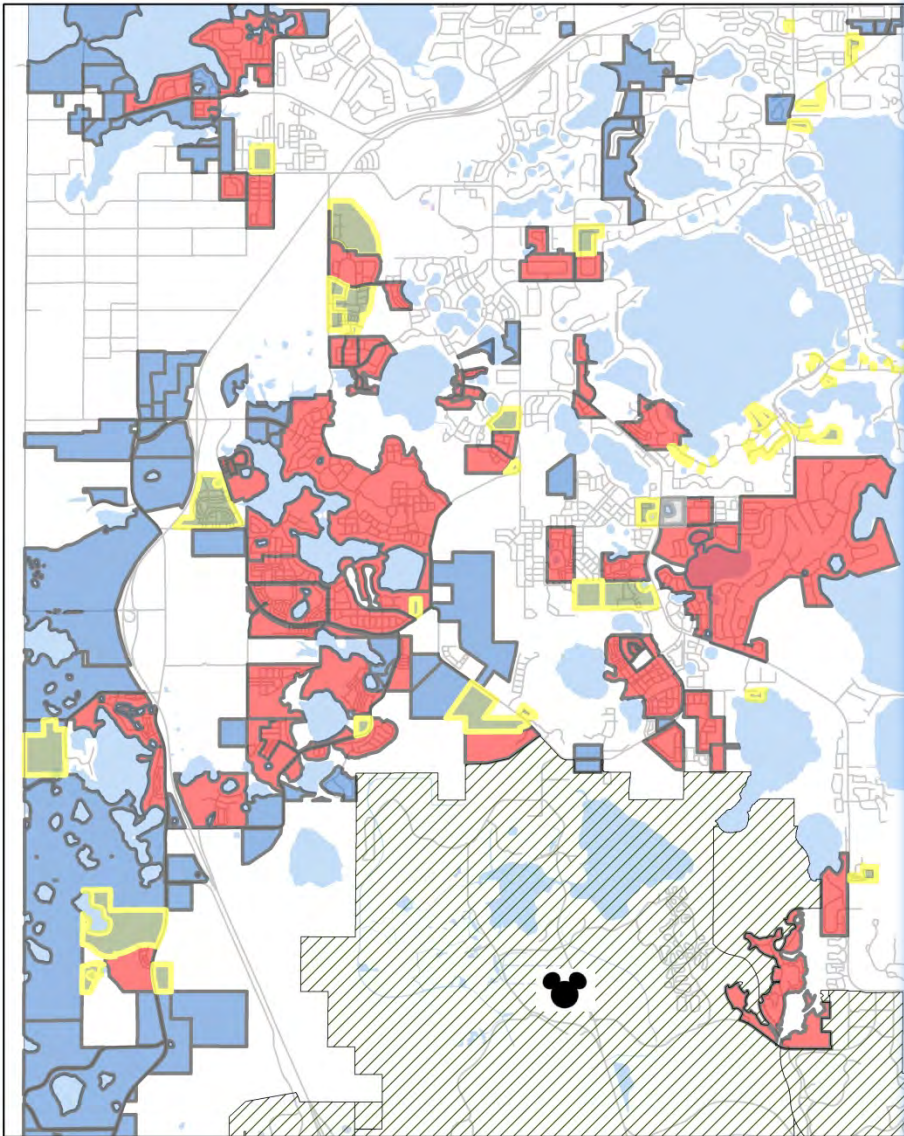
Opening Year: 2015-16

Opening Enrollment: 786

2010-11 – 348 Residing Students

2005-06 – 119 Residing Students





Identify

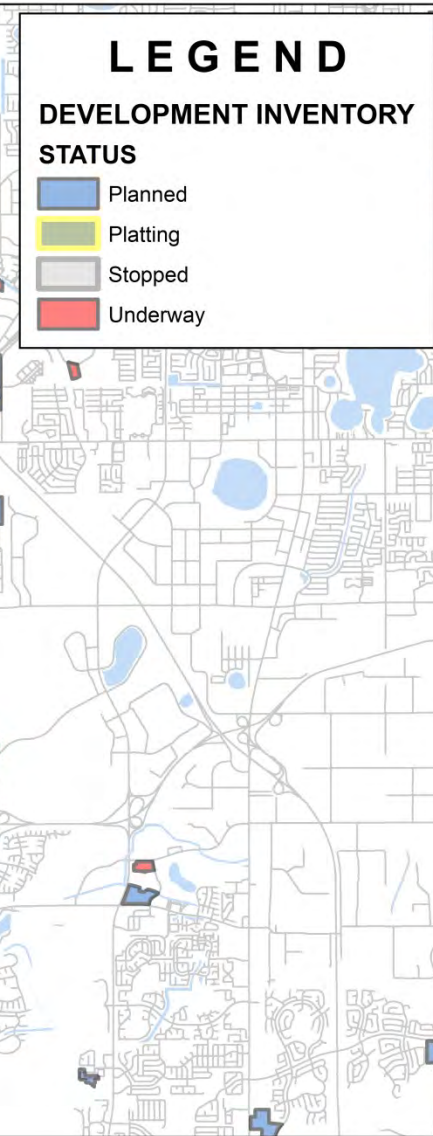
Identify from: OCPSSDE.PGR.DEVELOPI

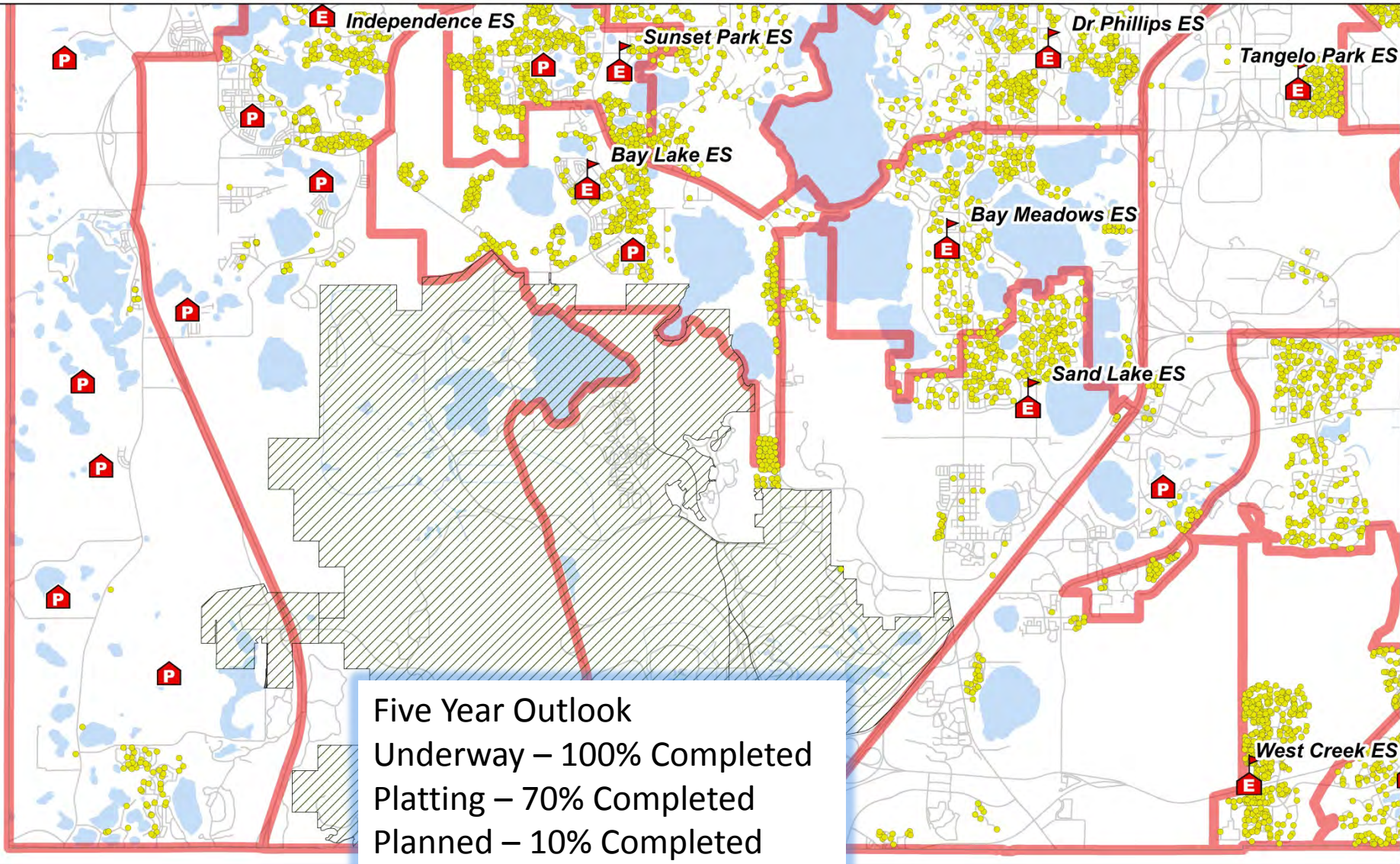
OCPSSDE.PGR.DEVELOPMENT_INVENTORY
Mattamy Homes Reams Road

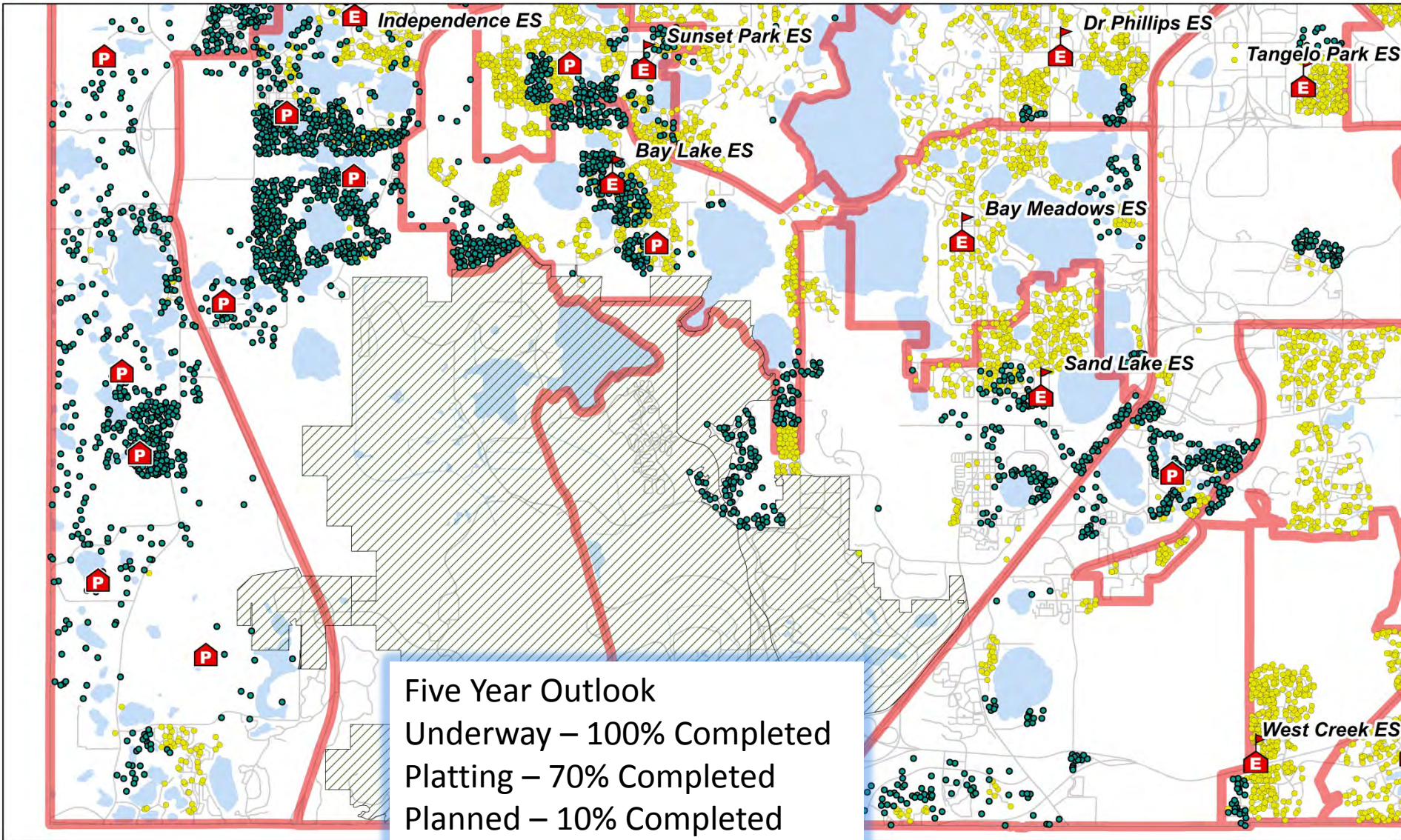
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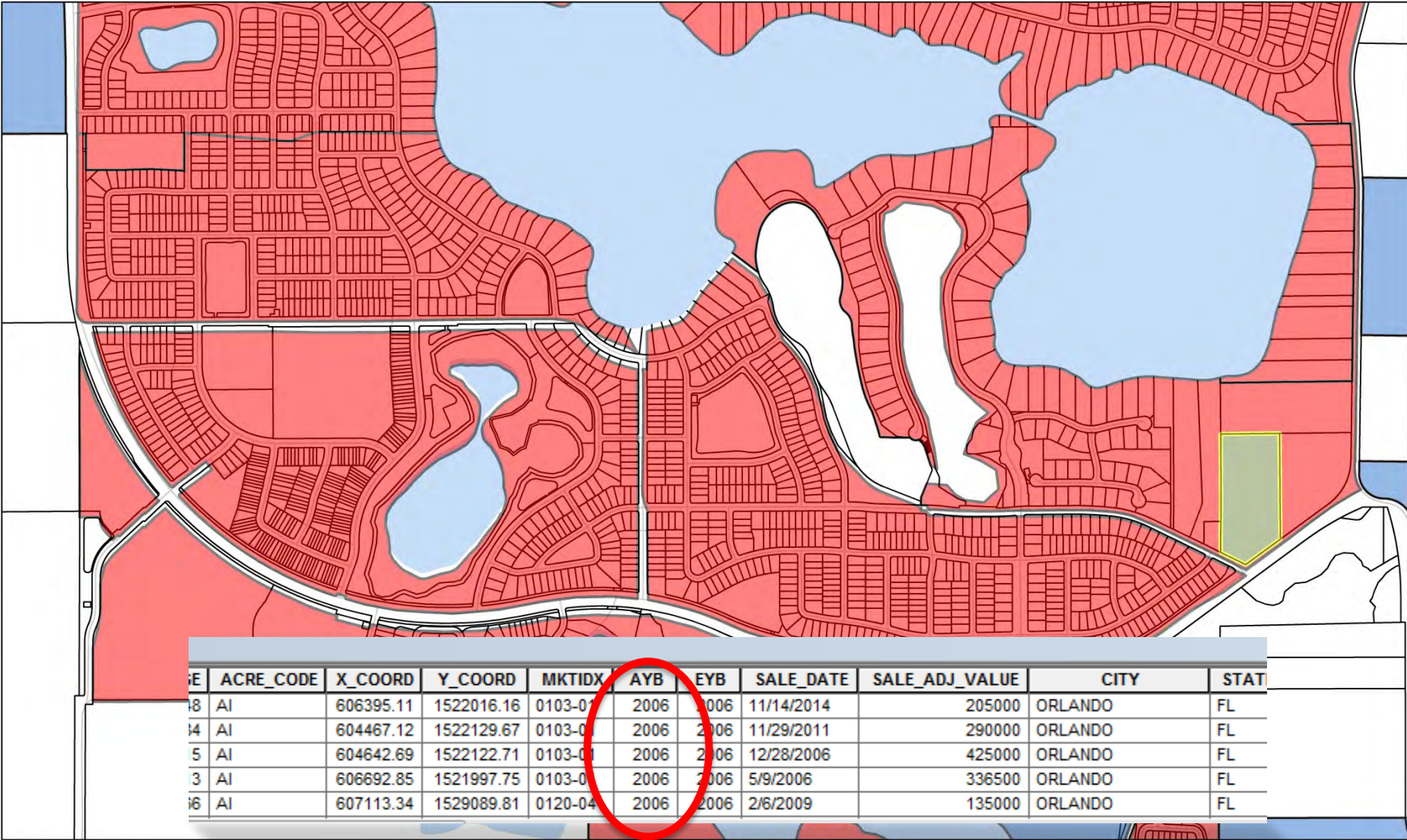
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AREA	<null>
PERIMETER	<null>
ACREAGE	18.041
PRJT_NAME	Mattamy Homes Reams Road
OID	<null>
APPLICANT	Mattamy Homes of Orlando
ELEMENTARY	BAY LAKE
MIDDLE	BRIDGEWATER
HIGH	WEST ORANGE
OCPS_ID	OC-15-020
Source	
COMMENTS	
STATUS	Platting
PER_COMPLE	0
STATUS_DAT	11/13/2015
SF_Units	60
TH_Units	0
MF_Units	110
TOTAL_Unit	170
ES_BO	28
MS_BO	13
HS_BO	16
TOTAL_BO	57
Shape	Polygon
Shape.STArea()	4301580.297363
Shape.STLength()	11884.677052
SB_District	4

Identified 1 feature









	ACRE_CODE	X_COORD	Y_COORD	MKTIDX	AYB	EYB	SALE_DATE	SALE_ADJ_VALUE	CITY	STAT
8	AI	606395.11	1522016.16	0103-0	2006	2006	11/14/2014	205000	ORLANDO	FL
4	AI	604467.12	1522129.67	0103-0	2006	2006	11/29/2011	290000	ORLANDO	FL
5	AI	604642.69	1522122.71	0103-0	2006	2006	12/28/2006	425000	ORLANDO	FL
3	AI	606692.85	1521997.75	0103-0	2006	2006	5/9/2006	336500	ORLANDO	FL
6	AI	607113.34	1529089.81	0120-04	2006	2006	2/6/2009	135000	ORLANDO	FL

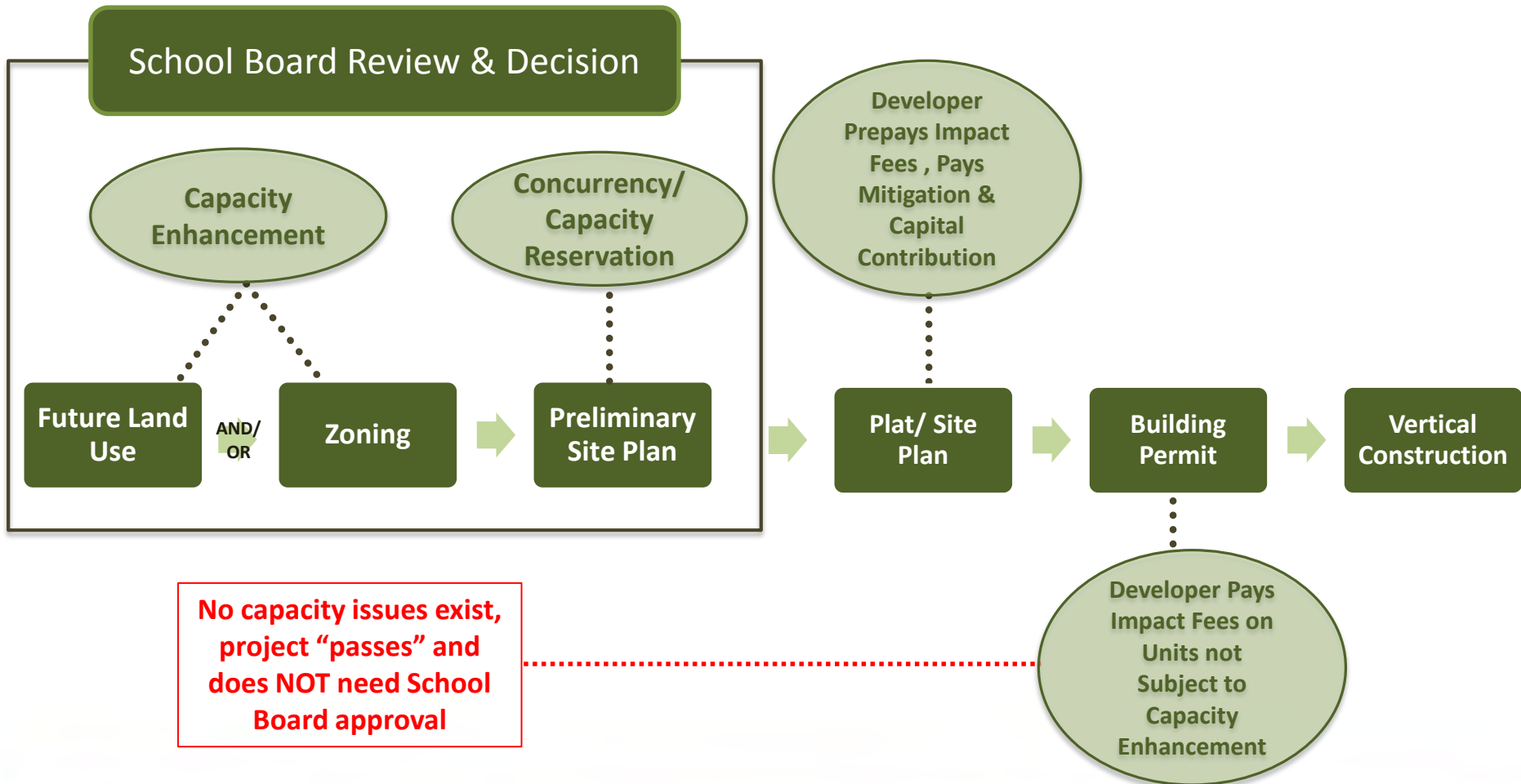
10-Year School Enrollment Projections

Real Estate ID	Priority Number per A	Location-Num	Name	Permanent Program Capacity	Enrollment 2015-16	Difference	FY 2016-17	Difference	FY 2017-18	Difference	FY 2018-19	Difference	FY 2019-20	Difference	FY 2020-21	Difference	FY 2021-22
37-M-SW-4 (1)	1	1762	Bridgewater MS	1,040	1,559	520	1,868	829	2,148	1,109	2,472	1,432	2,826	1,786	3,002	1,962	3,204
University Func. Equity		1001	University HS	2,590	3,165	575	3,153	563	3,365	776	3,245	655	3,197	607	3,318	728	3,436
72-E-W-7	2	141	Lakeville ES	536	848	312	829	293	786	250	730	194	716	180	695	159	714
		1321	Maxey ES	500	297	(203)	309	(191)	290	(210)	293	(207)	301	(199)	302	(198)	307
		941	Prairie Lake ES	809	1,014	205	1,000	191	1,052	243	1,089	280	1,136	327	1,220	411	1,295
		1361	Wheatley ES	445	448	3	462	17	463	18	462	17	453	8	449	4	458
Blankner Func. Equity		631	Blankner K8	891	1,079	188	1,095	204	1,088	197	1,074	183	1,065	174	1,053	162	1,048
Chain of Lakes Func. Equity		1291	Chain of Lakes MS	996	1,317	321	1,360	364	1,464	468	1,608	611	1,694	697	1,621	624	1,503
25-E-SW-4	3	1392	117-E-SW-4	786			904	118	1,061	275	1,200	414	1,259	473	1,343	557	1,377
114-E-W-4	4	1482	Independence	786	786	0	644	(142)	855	69	948	162	1,053	267	1,148	362	1,188
		1791	Keene's Crossing	812	893	81	982	170	1,076	264	1,130	318	1,174	362	1,254	442	1,320
Lee MS Func. Equity		581	Lee MS	783	946	163	865	82	993	210	1,175	392	1,223	440	1,236	453	1,208
90-E-N-7	5	1011	Rock Springs	803	824	21	820	17	853	50	823	20	785	(18)	750	(53)	737
		1751	Wolf Lake ES	744	1,180	436	1,205	461	1,174	430	1,172	428	1,144	400	1,145	401	1,159
		461	Zellwood ES	569	627	58	646	77	626	57	626	57	637	68	676	107	728
Avalon ES Func. Equity		222	Avalon ES	601	952	351	925	324	940	339	901	300	860	259	848	247	845
20-E-SW-4	6	811	Tangelo Park	650	427	(223)	556	(94)	566	(84)	585	(65)	577	(73)	571	(79)	559
		1051	Waterbridge	814	1,174	360	1,189	375	1,257	443	1,275	461	1,263	449	1,268	454	1,279
Pineloch ES Relief	7	1492	81-E-SW-5	786	0	(786)	908	122	931	145	967	181	993	207	1,001	215	1,010
		1553	Millennia	732	1,102	370	912	180	970	238	1,046	314	1,116	384	1,118	386	1,160
		231	Pineloch ES	770	893	123	925	155	993	223	1,026	256	1,085	315	1,109	339	1,153
		1621	Shingle Creek	752	1,133	381	834	82	779	27	769	17	791	39	809	57	828

School Review Process

	Capacity Enhancement	Concurrency
What?	Changing of Land Use Entitlements	Prior to Vertical Construction
	Land Rezoning & Future Land Use Map Amendments	Site Plan or Pre-plat (All Post-2008 Residential Projects)
	Covers “New” Units	All Units in Project
When?	Early in Development Process	Later in Development Process
How?	Local, Charter Amendment, ILA	Optional/ State Statute, ILA
Timing?	Long Range	Short Range
	Used for Planning Purposes, Incorporated into Background Growth, Does Not Encumber or Reserve Capacity	Requires a Capacity Encumbrance and Reservation

Residential Development Process





ACQUISITION OF SCHOOL SITES

Acquisition Methods

- Outright purchase
- Eminent domain
- Site reservations in large developments

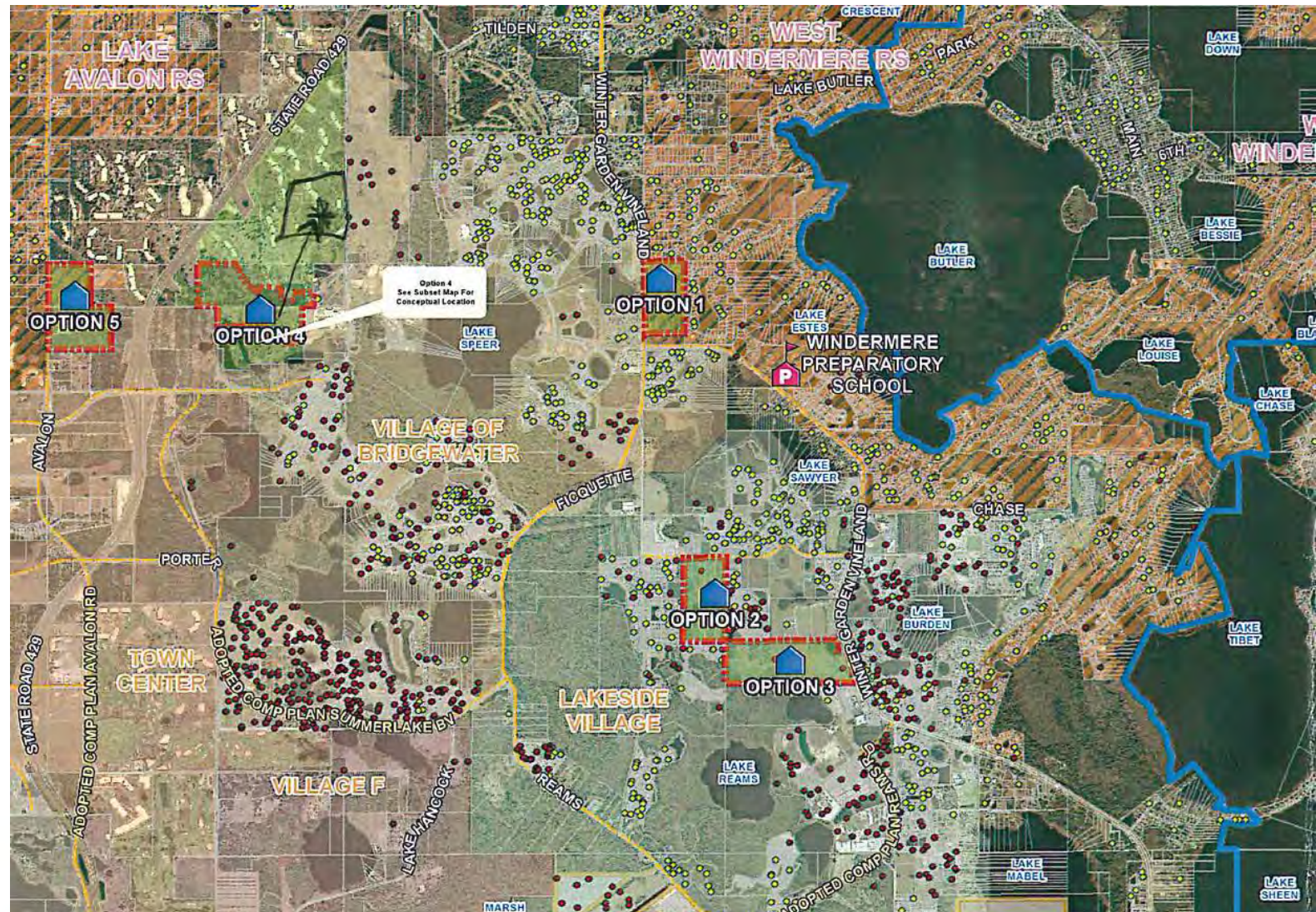


Match Need with Availability

- Pinpoint deficiencies based on data, OR
- Track growth to identify future needs
- Identify potential sites that meet the state and local regulations
 - Minimum size requirement
 - Cost
 - Flat & dry / shape & size
 - Connectivity to infrastructure
 - Compatibility
 - Opportunities for joint use
 - Future Land Use and Zoning



Orange County Public Schools



Orange County Public Schools

CATEGORY	FEASIBILITY	REMARKS
OPTION # 1 (Existing Site/Beck Property)		
Total Acreage = 65.49	GOOD	• Usable Acreage = 65.49
Land Cost	GOOD	• No additional land or improvements needed. • Currently owned by OCPs. • 40 acres purchased on 7/2/04 for \$2,800,000. • 28.24 acres acquired on 3/23/06 thru eminent domain proceeding for \$4,377,200. • Re-sale issues as it is located in low density rural settlement.
Compatibility	GOOD	• 18 adjacent homeowners to the east and 7 to the north impacted. • Recently approved Commercial/Mixed use to the south. • Rezoning as PD or special exception required. • No Comp Plan amendment needed.
Utilities	GOOD	• Available, adjacent to property.
Site Adaptation	GOOD	• Site will accommodate prototype high school design. • Site is flat and dry.
Bus Service Cost	GOOD	• Centrally located with easy access to north and south. • 353 Students are projected to be residing within two miles. • Projected bus savings \$333,450
Environmental Issues	GOOD	• No environmental issues. • Phase 1 report completed when sea acquired.
Traffic	GOOD	• Adjacent to four lane arterial designed with school traffic in mind. • Access via signalized intersection. • Access points coordinated with county staff. • County acquired land to expand right of way on CR 535.
OPTION # 2 (Overstreet Road Property)		
Total Acreage = 77.9	POOR	• Usable Acreage = 61.22
Land Cost	POOR	• Estimated land costs = \$10.5 million. • Some roadway construction commitments attached to land. • Currently roadway improvement costs not calculated.
Compatibility	POOR	• Site is surrounded by residential development. • Likely to directly impact 100+ residents on all sides. • SAP/Comp Plan amendment and rezoning required.
Utilities	GOOD	• Available, easy access.
Site Adaptation	POOR	• Site will accommodate prototype high school design. • Wetlands on site. • Mitigation likely.
Bus Service Cost	GOOD	• Access to arterial roadways would be through residential neighborhoods. • 261 Students are projected to be residing within two miles. • Projected bus savings \$400,140
Environmental Issues	GOOD	• No environmental issues.
Traffic	POOR	• County staff recommended OCPs not pursue this site due to inadequate access. • Insufficient roads to support high volume of traffic generate by high school. • Four lane roadway is on north (Overstreet Rd), short side of property. • Road ROW to east would need to be developed. • Likely to create congestion in surrounding residential neighborhoods. • All traffic would need to enter and exit to the east on Overstreet Rd, no western access to Fiquette Rd is available. • Insufficient roads to support high volume of traffic generate by high school.

OPTION # 4 (SportsPlex Site)		
Total Acreage = 115	GOOD	Usable Acreage = 65
Land Cost	POOR	• Estimated cost with needed improvements = \$8.65 million (less mitigation costs). • Land Costs = \$0, Utilities = \$900,000, Site Development Cost = \$2.8 million, Primary Roadway = \$3.4 million, Secondary Roadway = \$750,000, Soft Cost = \$800,000. • Potential \$1 per year for 100 year lease. • Additional cost for potential sand skink mitigation estimated at \$45,000 per acre. • Site is undeveloped, will require SAP/Comp Plan Amendment.
Compatibility	POOR	• No residential development directly adjacent or planned. • Within close proximity (may be adjacent) to proposed sewer plant to north. • Comp Plan Amendment and rezoning required.
Utilities	POOR	• Utilities have to be brought in from the south at OCPs expense. • Utilities from sewage and water plant not expected prior to construction of the school.
Site Adaptation	POOR	• Site will accommodate prototype high school design. • Significant elevation changes on site would require extensive earthwork. • Northern portion of site is unusable due to wastewater processing. • Property has significant wetland issues requiring creative design. • Southern portion of property very wet and would require relocation of school north of existing middle school. Usable but some wetlands mitigation would be needed. • Sewer plant to north.
Bus Service Cost	POOR	• Not close to majority of student population. • Site can't easily be accessed from a majority of the service area. • If Tiny Rd is used, it is a substandard roadway for student driver traffic. • 271 Students are projected to be residing within two miles. • Projected bus savings \$266,760
Environmental Issues	POOR	• Site was previously a spray field for private utility. • Suspect some level of environmental pollution on site. • Sand skinks on property along with gopher tortoises requiring significant mitigation. • Sand Skink mitigation estimated at more than \$45,000 per acre.
Traffic	POOR	• Access to Tiny Rd or to the south on roadway yet to be built. • Construction of access roadway which will serve others likely to be the responsibility of the school district.

Option # (Name)
Acreage
Compatibility
Utilities
Site Conditions
Transportation Costs
Environmental Issues
Traffic

Siting and Acquisition Challenges

- Regulations
 - Size requirements
 - “Safe Harbors”
 - Internal design guidelines
- Funding
- Availability of infrastructure
- Site conditions
- Politics
- Density & design of surrounding neighborhoods



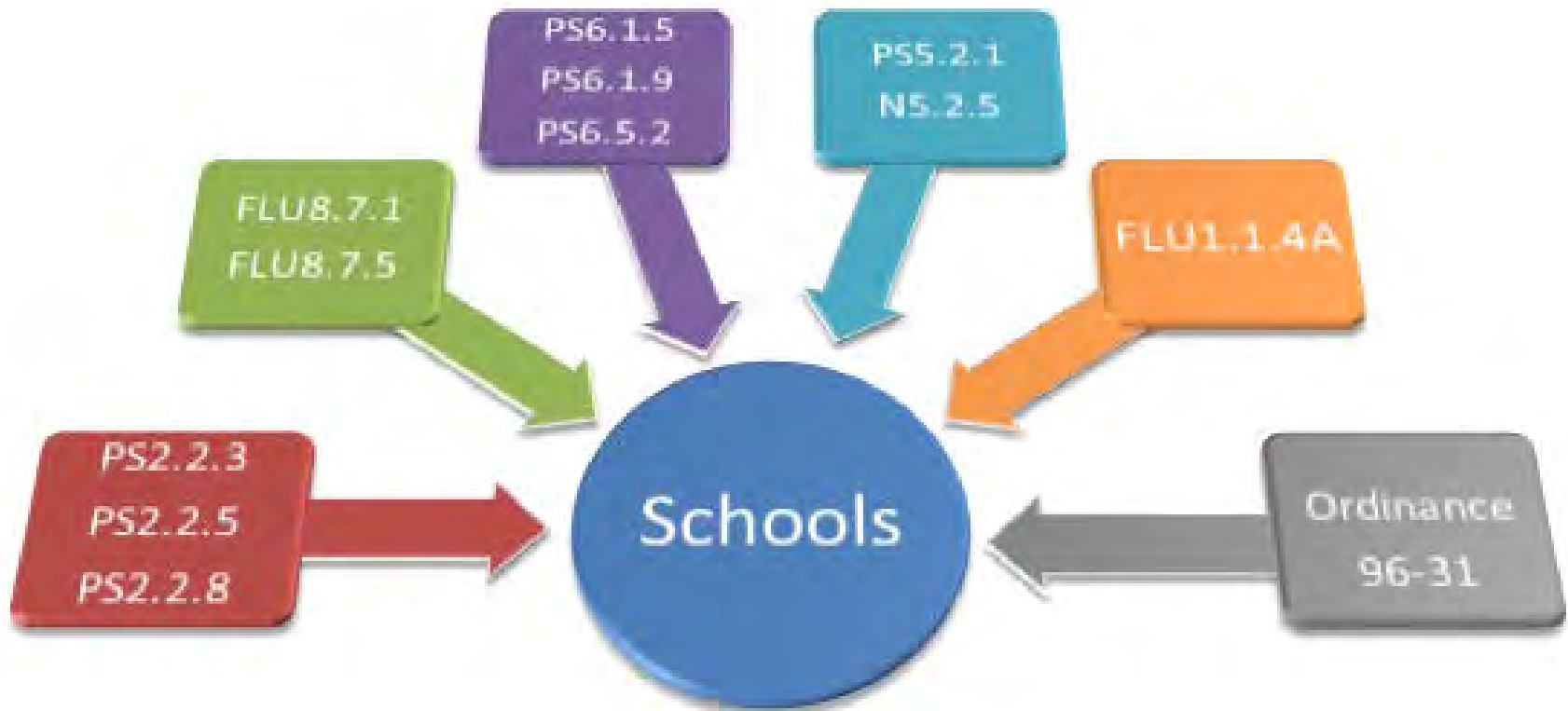


ENTITLE SCHOOL SITES

Regulatory Tools

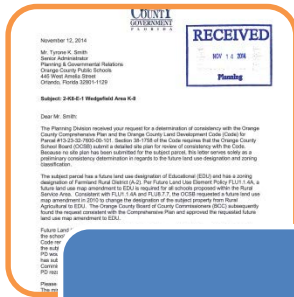
- Comprehensive Plan
- Land Development Code/School Siting Ordinance
- Interlocal Agreement
- Ch.1013.33 (4) *The location of educational facilities shall be consistent with the comprehensive plan of the appropriate local governing body developed under part II of chapter 163 and consistent with the plan's implementing land development regulations.*
- Ch.1013.33 (7) allows local governments to impose reasonable development standards and conditions to achieve compatibility.
 - Examples:
 - Extra landscaping/buffering
 - Parking structure decorative wall
 - Architectural enhancements
 - Road improvements

Comprehensive Plan Support for Schools



Orange County, FL, policies that support schools

Local Government: Development Review Process



Consistency
Determination

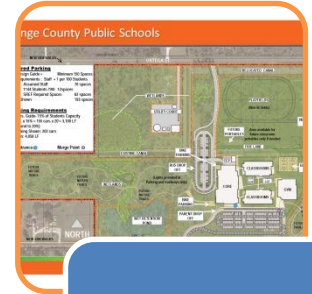


Land Use
Amendment

and/or



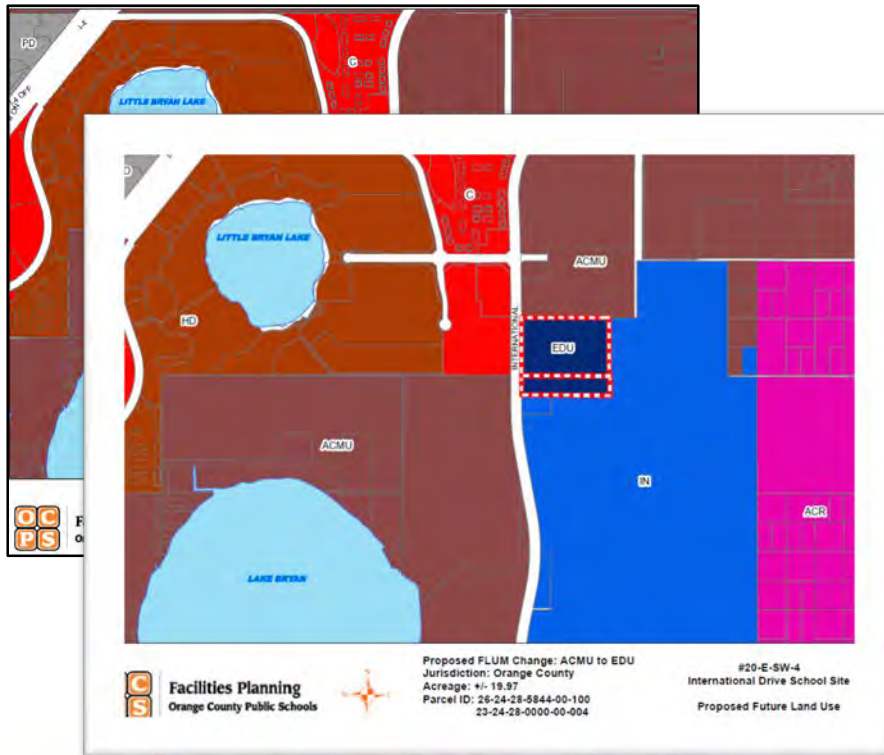
Zoning
Change



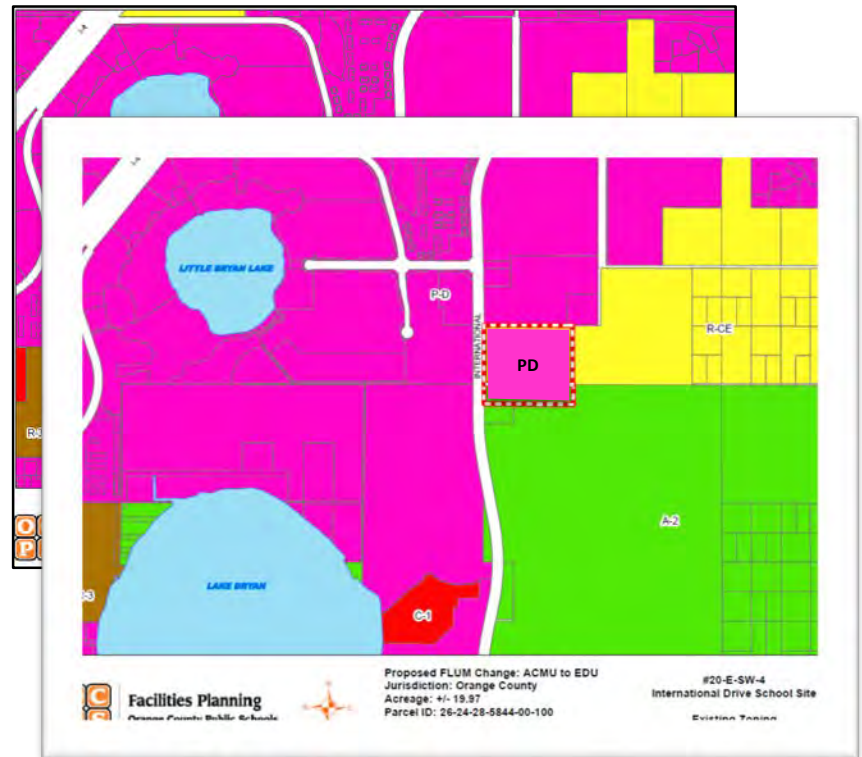
Site Plan
Review

Land Use Planning

Future Land Use Map



Zoning



State Requirements for Educational Facilities (SREF)

Florida Department of Education requirements for

- Property acquisition/disposal
- Finance
- Lease and lease-purchase
- Historic buildings
- Program development
- Professional services
- Inspection services
- Design standards
- Inspection standards



Florida School Planning Requirements

Florida Statutes 1013.33 (7)

- Local government may impose reasonable development standards and conditions

Florida Statutes 1013.51

- Authorizes school boards to pay for infrastructure onsite or contiguous to site
- Allows school board discretion to pay its proportionate share of off-site infrastructure, or full cost, subject to reimbursement of amount above prop share

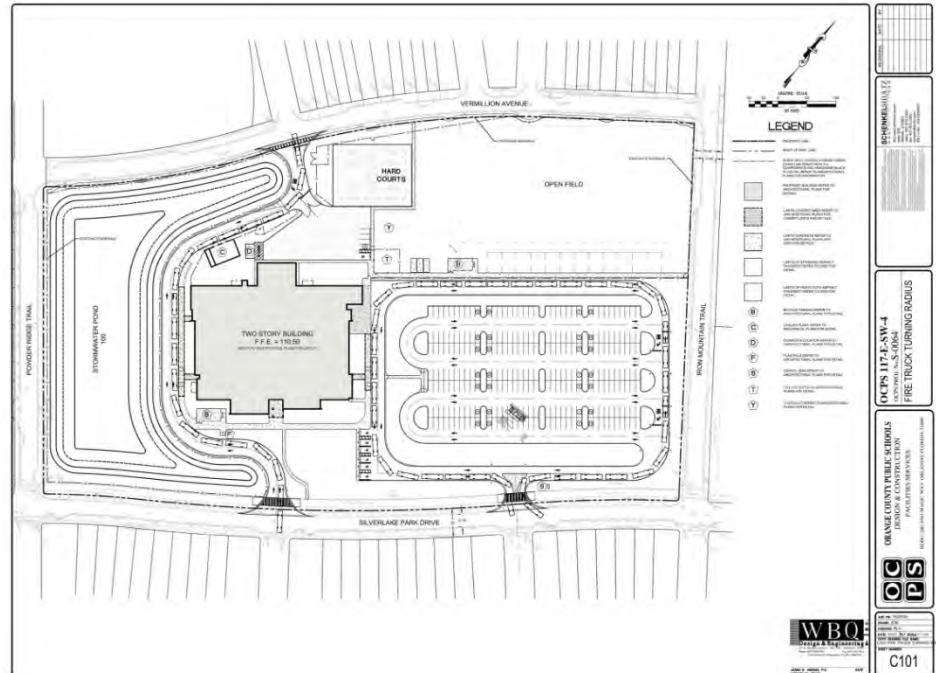
Local Government: Public School Siting Regulations

Public School Siting Regulations (PSSRs) typically contain:

- Minimum parcel size
- Maximum height
- Landscaping requirements
 - *Note: F.S. 1013.64 exempts school boards from local landscaping requirements and prohibits use of PECO*
- Permissible zoning table for school sites
- Guidelines & criteria for compatibility
- Community meeting requirements

School Size Factors

- Large school vs. small school
 - Efficiencies achieved at a certain enrollment
- Equity
- Security
- Growth
- Must accommodate:
 - Setbacks
 - Recreation
 - Stormwater
 - Parking/Stacking
 - Bus loop
 - Instructional space (classroom and core)





ATTENDANCE BOUNDARIES

Attendance Boundary Criteria

- 12-Step Process
- Geographic Factors
 - Promote walkability (2-mile walk zone)
 - Ensure student safety
 - Natural barriers (busy streets, water bodies)
- Equity
 - Avoid “have” and “have not” schools
 - Racial balance



DESIGN & BUILD SCHOOLS

School Construction

- 2016-17 Capital Outlay Budget = \$1.68 Billion
 - Used for new construction, land, and renovation
 - Primary sources include the half penny sales tax, property tax, and impact fees (local funds)
 - Impact fees pay for new schools
 - Sales tax pays for renovations

2017 School Openings

Windermere High School



Windermere High School
Job Number: S0041
05.19.17



Innovation Middle School

Image # 84
Date : 03.27.2017
888.542.0231

2017 School Openings

OCPS Academic Center for Excellence (ACE) PS-8



727.520.8181
www.aerophoto.com

Downtown Urban PS8 School

Image # 54
Date 06.09.17

Laureate Park Elementary School



OCPS Site 44-E-SE-2
Elementary School

Image # 38
Date : 05.25.2017
888.542.0231

2017 School Openings

Timber Springs Middle School



Site 21-M-E-2 Middle School Relief
Project Number S-0058
02.21.17



WestPointe Elementary School



OCPS METROWEST ON SITE RELIEF
02.20.17



Current CIP

2018 Openings

- #133-K8-N-6 (Audubon Park)

2019 Openings

- #37-M-W-4 (Horizon West, North of Albert's site)
- #25-E-SW-4 (Horizon West, Lakeside Village)
- #72-E-W-7 (Ocoee, may need to move to a later year)

Wedgefield K-8

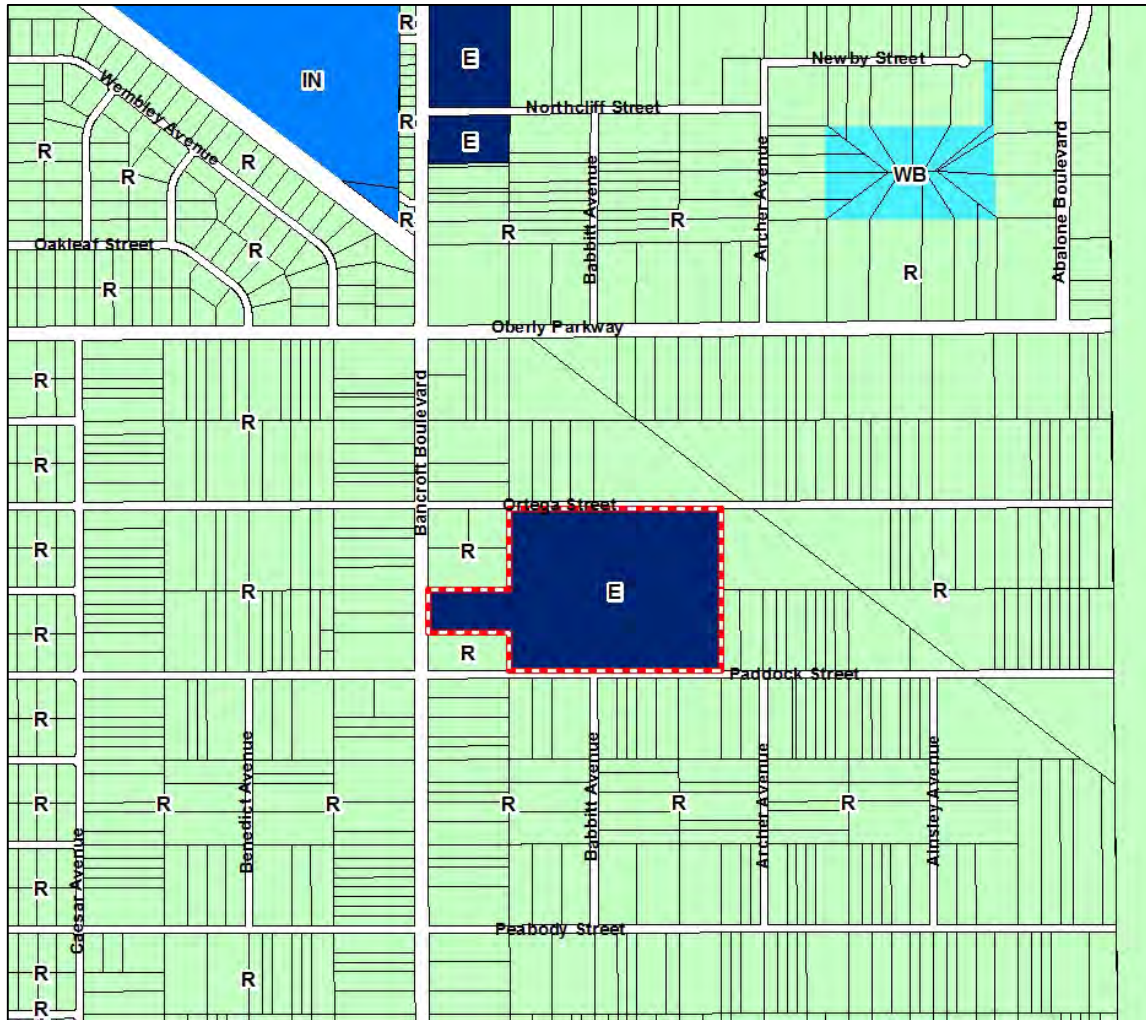
CASE STUDY

Wedgefield Property History

- OCPS completed acquisition & aggregation of the properties in 2009
- Applied for Future Land Use Map (FLUM) amendment in 2009 from Orange County
- One community meeting and four public hearings were held during FLUM application process during 2009-2010
- Received approval for the FLUM amendment in 2010 from Orange County

Wedgefield Land Use & Rezoning Process

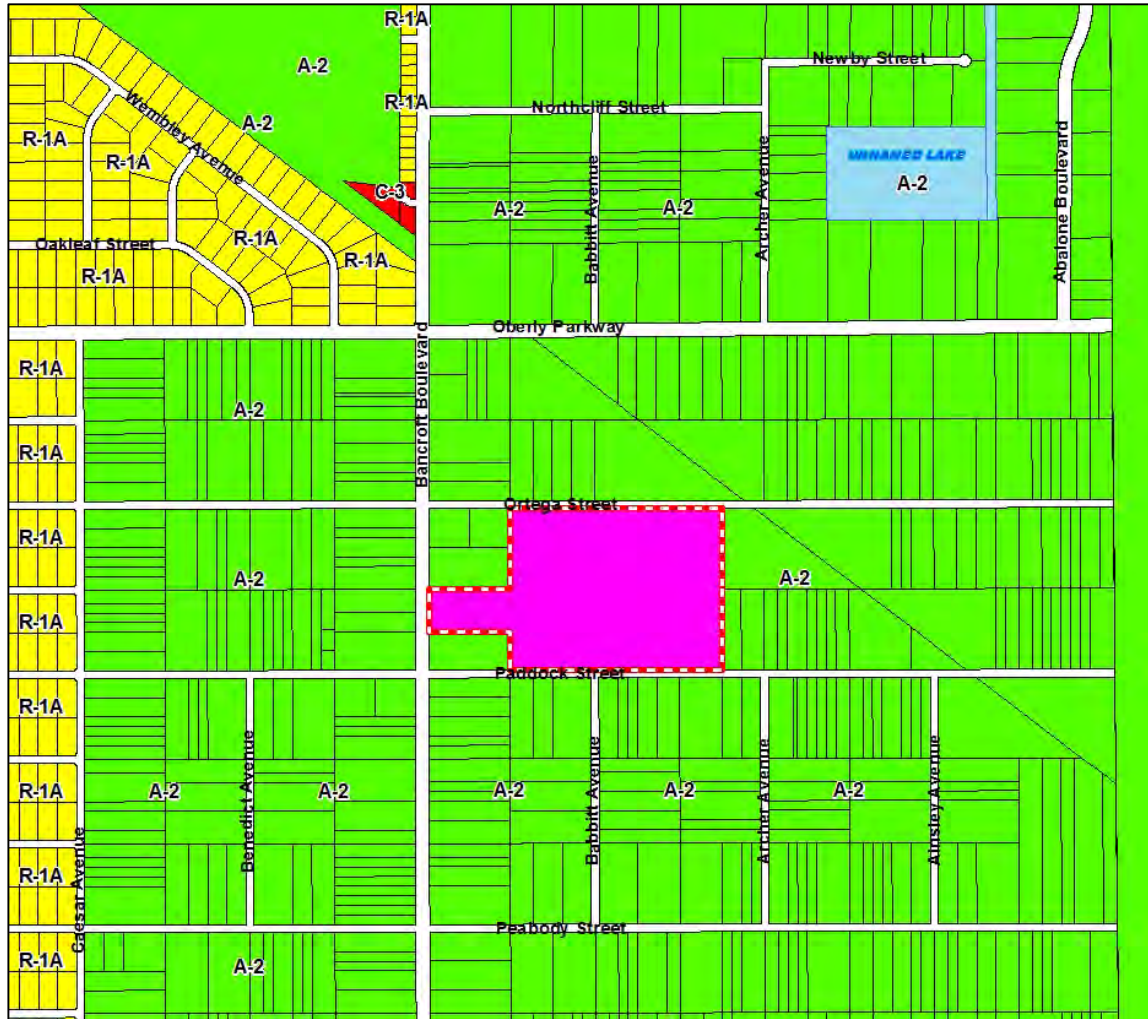
- Land use change from Rural (R) to Educational (EDU)
- Develop site plan & design
- Rezone A-2 (Agricultural) to P-D (Planned Development)



Future Land Use Educational (EDU)

Current Zoning A-2 (Agricultural)





Proposed Zoning P-D (Planned Development)

Proposed Development

- Total Acres: 52.3 ac
- Proposed Building Square Footage: 155,000 sq.ft
- Parking: 193 spaces / Queuing: 228 cars
- Building Height: 35 ft. Max. (2 stories)
- Permanent Student Capacity: 1,030
- No waivers requested from the Orange County School Siting Ordinance
- Sidewalks to be built along Paddock and Ortega Street to Bancroft Boulevard

School Site Standards Comparison

K-8

Acreage: 25 acres
Square Footage: 155,000 sq.ft
Student Stations: 1,144
Capacity: 1,030
Parking Spaces: 112 spaces
Building Height: 35 ft. (2 stories)
Operation: 8:45am - 3:00pm*

Middle School

Acreage: 25 acres
Square Footage: 175,000 sq.ft
Student Stations: 1,350
Capacity: 1,215
Parking Spaces: 225 spaces
Building Height: 55 ft. (3 stories)
Operation: 9:30am – 4:30pm*

*Times are approximate; based on bus routing and school specific bell times.

Outstanding Issues at BCC Public Hearing

- Development Review Committee (DRC) recommended **APPROVAL** of the Planned Development / Land Use Plan (PD/LUP) subject to 10 Conditions of Approval (COA). OCPS objected to COA #9, which required construction of an access road on the property.
- Planning & Zoning Commission (P&ZC) recommended **DENIAL** of the PD/LUP.

Concerns with COA #9

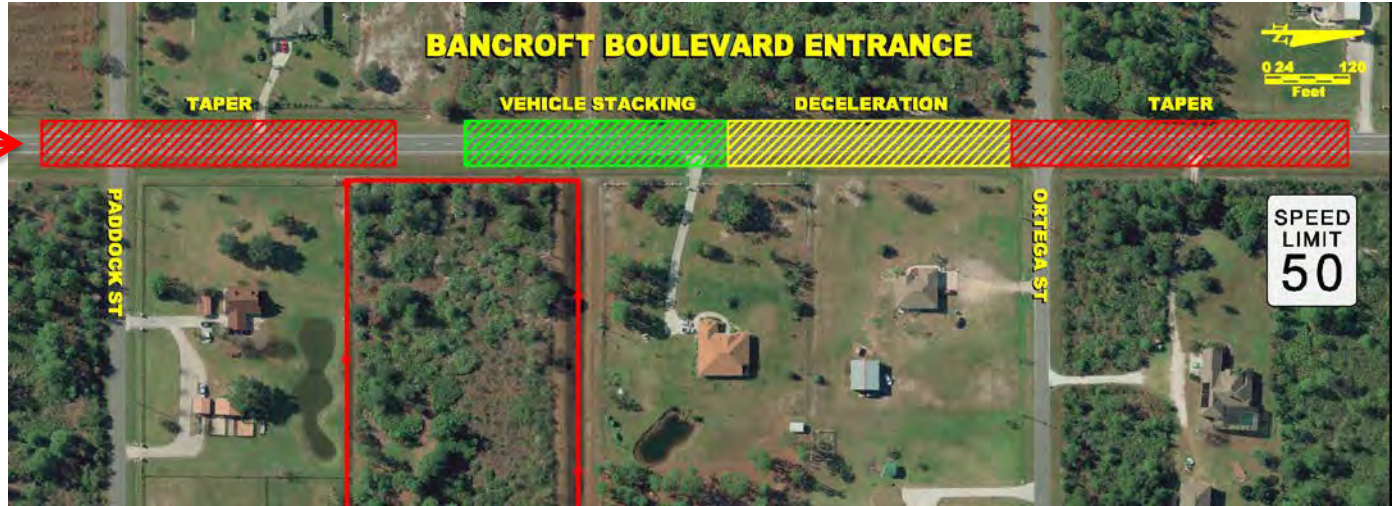
- Current access on Paddock Street meets criteria set forth in school siting ordinance and the existing development trend in the area
- No staff analysis or justification provided for access on Bancroft Boulevard

Concerns with P&ZC Recommendation

P&Z Recommendation seeks to undo
Board of County Commissioners 2010
Future Land Use Designation for the
property

Access Management Comparison

**UNSAFE
CONDITION**



**SAFE
CONDITION**

Pedestrian Access & Safety



- Pedestrian access based on proposed entrance from Paddock Street and Ortega Street.

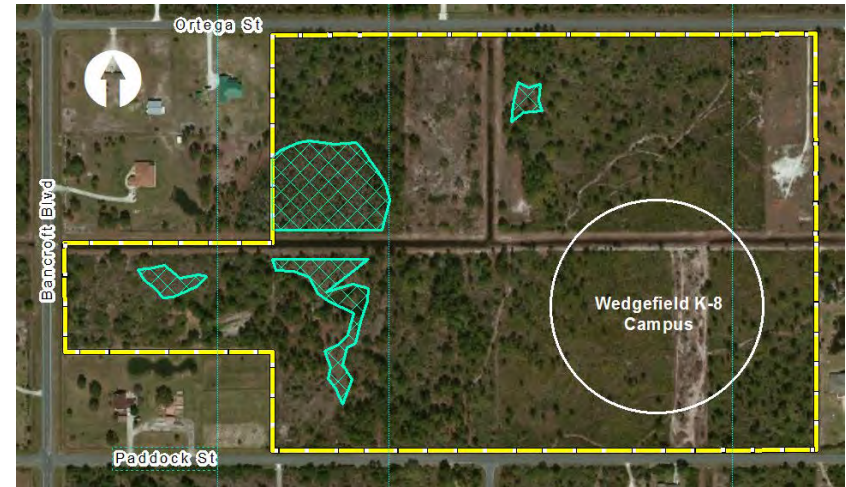
Pedestrian Access & Safety

- Pedestrians access from Paddock Street eliminated.
- Additional 3200 feet (approximately 2/3 mile) to entrance of school campus.
- Pedestrian access from Paddock Street provides “drop off” of students along Paddock Street in order to avoid getting into the queue on the site.
- Parents would also “stack” in the afternoon along the north side of Paddock Street to pick up their students in a similar way.



Environmental Considerations

- Project Site Contains wetlands and surface waters jurisdictional to St. Johns River Water Management District (SJRWMD) & U.S. Army Corps of Engineers (USACOE)
 - Boundaries of onsite wetlands and surface waters have been field-reviewed & approved by SJRWMD



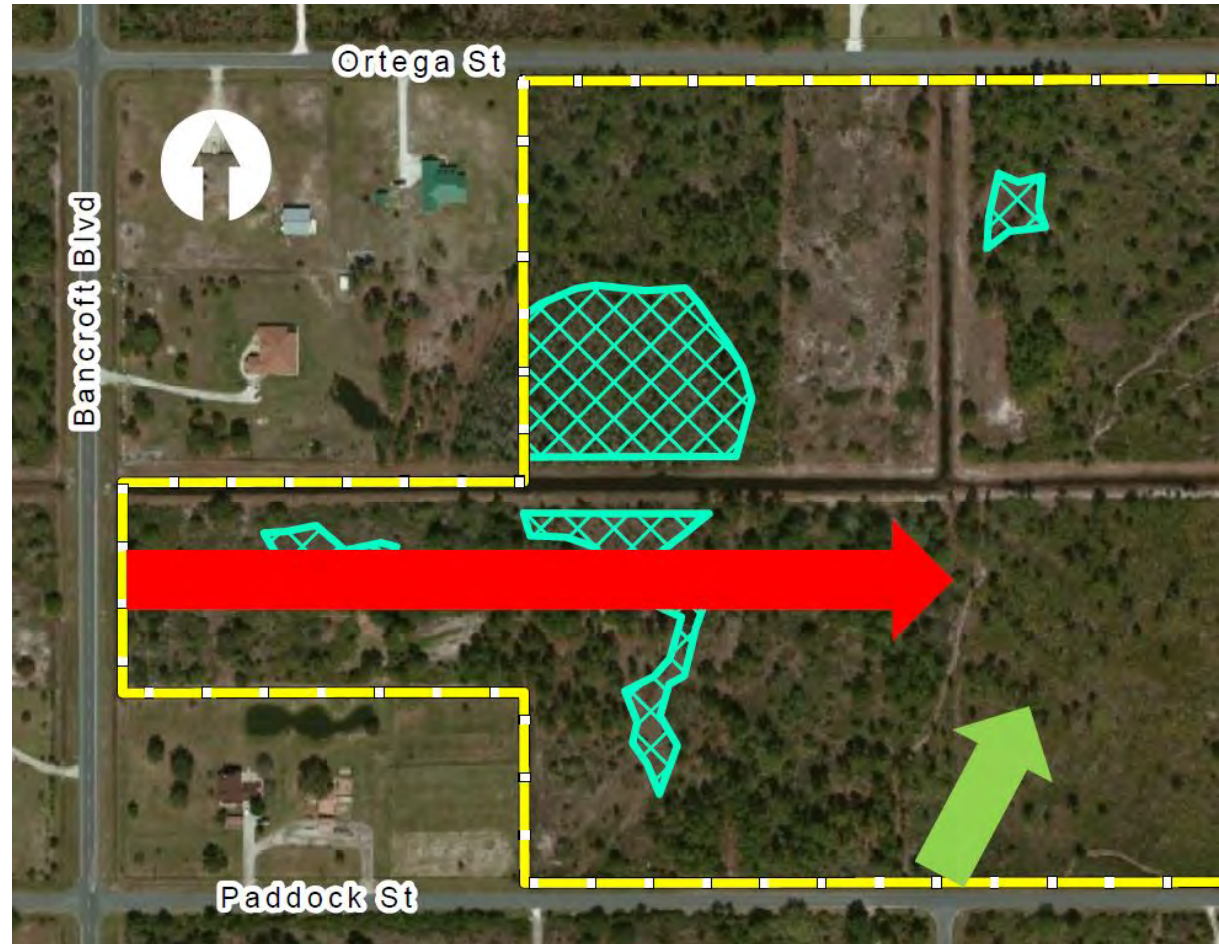
- State-listed, threatened gopher tortoise (*Gopherus polyphemus*) occupies onsite uplands
 - A 100% survey will be completed prior to construction, and permits to relocate any tortoises occurring within the project footprint will be obtained.

Environmental Considerations

- Least damaging/invasive project footprint preferred to minimize impacts to wetlands and gopher tortoise habitat.
- Reduced impacts to wetlands/listed-species habitat will also reduce mitigation costs associated with unavoidable adverse impacts.

Wetland Impacts

- Isolated and less than 1/2-acre: no mitigation required
- More than 1/2-acre: mitigation required for any unavoidable impacts
- Any impacts to southern wetland (0.8 acre) will likely require mitigation for full 0.8-acre impact



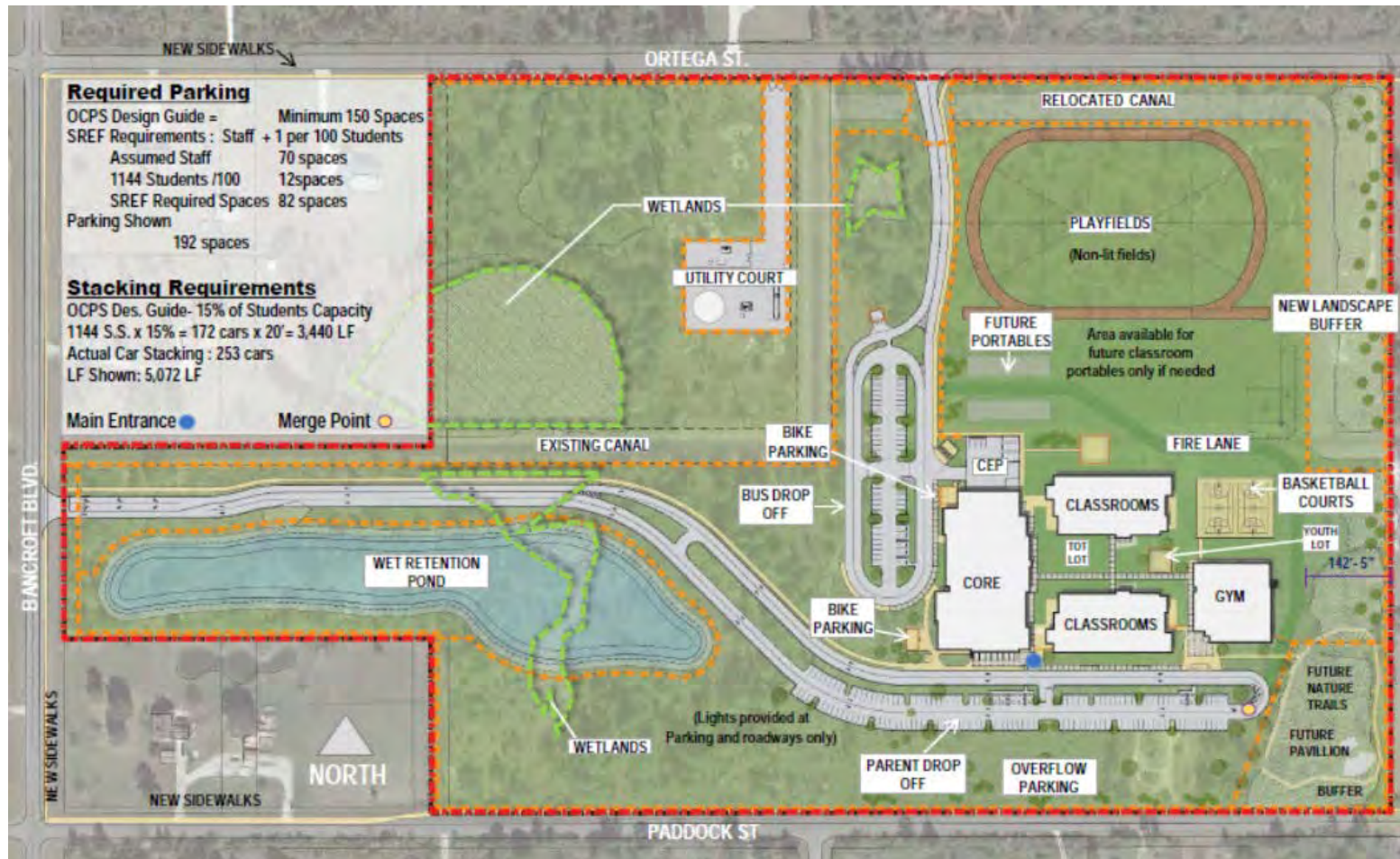
Cost of Bancroft Boulevard Access

- Estimated additional cost of \$876,952.00 due to:
 - Addition of approximately 1,400 linear feet of roadway section
 - Required fill to raise the road
 - Additional environmental impacts and permitting
 - Additional tree and land clearing

OCPS Request of BCC

Make a finding of consistency with the Comprehensive Plan and **APPROVE** the Wedgefield K-8 School Planned Development / Land Use Plan (PD/LUP), subject to the conditions listed in the staff report **excluding** condition #9.

The Outcome: OCPS built the road



Orange County Public Schools



Photo by Florida Aerial Services, Inc

071516-3348

Orange County Public Schools



SCHOOL SITING REGULATIONS, HB 7069, HB 7029

RECENT INITIATIVES & LEGISLATION

Section 38-1755(a): School Site Standards - Acreage Requirements

School Type	Old Standards	New	New
		Rural Service Area	Urban Service Area & Special Land Use
Elementary	15 acres	11 acres	7 acres for 550 capacity
			9 acres for 650 capacity
			10 acres for 830 capacity
Middle/K8	25 acres	16 acres	12 acres
High	65 acres	50 acres	40 acres

Design Techniques

- Manage acreage reduction with the following:
 - Parking structures
 - Joint-Use facilities
 - Co-locate schools
 - Off-site storm water
 - Underground Exfiltration (on-site)
 - Multi-Story buildings (auditoriums and gyms excluded)

- If above options not available, increase acreage by 10%

Internal Siting Considerations

- Enrollment Needs
- Existing Student locations
- Existing Attendance Boundaries
- Access – road network
- Utilities
- Site Configuration
- Purchase Considerations
- Environmental Conditions
- Adjacent land uses
- Transportation Costs
- Entitlement Constraints
- Jurisdictional Boundaries
- Budget Availability

Proposed 38-1755(b): School Site Standards - Building Height Maximums

School Type	Old Standards	New	New
		Rural Service Area	Urban Service Area
Elementary	35 feet	35 feet	45 feet
Middle/K8	35 feet	35 feet	50 feet
High	35 feet	50 feet	90 feet

Charter Schools



- Must meet State Requirements for Educational Facilities (SREF) Standards to use toward mitigation or count toward capacity
 - Not included in district-wide capacity because none meet SREF
- Governing boards of individual charter schools can determine their own capacity
- New County siting regulations address charter schools (not applicable in the cities)
- HB 7069 makes charter schools eligible to collect property tax dollars for construction & maintenance
- “Schools of Hope” – sets aside \$140 million for charters to compete with low rated traditional schools

2016 Legislation

- HB 7029 mandates limits on the cost per student station for new facilities with local funding (e.g., impact fees, sales tax)
 - Effective July 1, 2017, a district school board may not use funds from ANY source for new construction of education plant space with a total cost per student station, including change orders, which equals more than the adjusted amounts provided through the study.
 - Districts who exceed the caps are ineligible for PECO funds for the next 3 years in which the school district would have received allocations had the violation not occurred and will be subject to the supervision of a district capital outlay oversight committee, who is authorized to approve all capital outlay expenditures of the school district for 3 fiscal years following the violation.

2016 Legislation

- Beginning in the 2017-2018 school year, as part of a district's controlled open enrollment process, a parent may enroll their student in any public school in the state , including charter schools, that has not reached capacity.
 - Child may not be subject to a current expulsion or suspension
 - Parent must transport the child
 - School District determines capacity
 - Subject to maximum class size
- Capacity determinations must be current and must be identified on the school district and charter school's websites.
- Students residing in the district may not be displaced by a student from another district.

Open Enrollment Capacity Transfer 2017/2018

OCPS Schools

Elementary	Pending Seats available	Middle	Pending Seats available	K-8	Pending Seats available	High	Pending Seats available
Bay Meadows	139	Jackson**	39	Wedgefield	57	East River	399
Bonneville	121	Liberty**	195			Jones**	10
Camelot	41	Meadowbrook	40			Wekiva**	21
Cheney	96	Memorial**	170				
Chickasaw	142	Union Park	372				
Citrus	47						
Columbia	70						
Forsyth Woods	29						
Hidden Oaks	33						
Hungerford	97						
Lake Weston	28						
Orange Center**	5						
Palmetto	9						
Pinar	131						
Pine Hills	52						
Ridgewood Park	4	Schools on the list for the Controlled Open Enrollment Capacity Transfer are less than 90% of their capacity from the 2017-18 school year through 2021-22 school year. This allows for any unexpected growth or change of program. You may review every school's capacity and the projections on the Controlled Open Enrollment Capacity Transfer page on our website.					
Riverside	35						
Rolling Hills	75						
Three Points	76						
Union Park**	54						

**Magnet School – Seats available may be impacted by students placed in the magnet program

Questions

