

## PUBLIC SCHOOLS FACILITIES ELEMENT



CHERISH AND SUSTAIN WINTER PARK'S EXTRAORDINARY QUALITY OF LIFE

PLAN OUR GROWTH THROUGH A COLLABORATIVE PROCESS THAT PROTECTS OUR CITY'S TIMELESS SCALE AND CHARACTER

ENHANCE THE WINTER PARK BRAND THROUGH A FLOURISHING COMMUNITY OF ARTS AND CULTURE

BUILD AND EMBRACE OUR LOCAL INSTITUTIONS FOR LIFELONG LEARNING AND FUTURE GENERATIONS

### GOAL 9-1: IMPLEMENT A COUNTY WIDE SCHOOL CONCURRENCY PROGRAM

The City of Winter Park shall establish plans, regulations and programs, in conjunction with Orange County Public Schools (OCPS) to facilitate the future availability of public school facilities to serve residents, consistent with the adopted level of service for public schools and with state of Florida concurrency statutes and regulations.

**OBJECTIVE 9-1.1: Level of Service Standards** The City of Winter Park shall coordinate with OCPS to implement a Concurrency Management System that ensures adequate classroom capacity to accommodate the impacts of new residential development throughout the planning period.

**Policy 9-1.1.1: The Concurrency Management System Shall Include Level of Service Standards** The Concurrency Management System shall include standards and procedures to ensure that new residential development complies with the Level of Service (LOS) Standards provided in the Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency (Interlocal Agreement) between OCPS and the City of Winter Park and the adopted Capital Improvements Element and Intergovernmental Coordination Element. The adopted LOS shall be used to determine the available capacity of Elementary, Middle and High Schools within the designated Concurrency Service Area (CSA) where the development is proposed.

The adopted LOS standards except for backlogged facilities as provided in Capital Improvement Element (CIE) Policy 7-7.1 for the purposes of implementing school concurrency shall be:

- A.** Elementary: 110% of Adjusted FISH using modified Middle School Attendance Zones as CSAs.
- B.** K through 8: 110% of Adjusted FISH Capacity using K through 8 School Attendance Zones as CSAs.
- C.** Middle: 100% of Adjusted FISH Capacity using Middle School Attendance Zones as CSAs.

- D.** High, including ninth grade centers: 100% of Adjusted FISH Capacity using High School Attendance Zones as CSAs (Note: Adjusted FISH for high schools does not include in-slots).

A development shall be deemed to meet school concurrency if there is sufficient capacity in the CSA where the development is located or where sufficient capacity exists in one or more contiguous CSAs so long as the LOS in the adjacent zone does not exceed 95% of the LOS and the School District does not exceed 100% of capacity on a district wide basis for the school type. The evaluation of capacity in the adjacent CSAs will also take into account transportation costs and court-ordered desegregation plans. CSA boundaries are depicted in the support documents of the Public School Facilities Element.

Any changes or modifications to the adopted LOS shall follow the process and guidelines as outlined in Section 13 of the Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency.

**Policy 9-1.1.2: Level of Service Achievement Deadlines** The adopted LOS was achieved in all CSAs by April 1, 2012, except for deficient CSAs, where improvements needed to achieve adequate classroom capacity are specifically identified in the OCPS ten (10) year District Capital Outlay Plan (DCOP) for funding by April 1, 2017.

**Policy 9-1.1.3: Cooperation to Achieve LOS Standards** The City shall support OCPS efforts to initiate any of the following strategies to ensure compliance with adopted LOS standard.

1. Building new schools to relieve over capacity schools in CSAs that exceed the adopted LOS,
2. Renovating over capacity schools to add permanent capacity and replace on campus portables,
3. Rezoning students from over capacity schools to under capacity schools,
4. Moving special programs from over capacity schools to under capacity schools to utilize excess permanent capacity where it exists.

**Policy 9-1.1.4: Calculation of School Capacity** The City of Winter Park shall utilize the OCPS calculation of school capacity, which is determined annually by OCPS using the Adjusted FISH Capacity for each school and CSA within the school district. Adjusted FISH Capacity shall be defined as the Permanent FISH (Florida Inventory of School Houses) Capacity, adjusted to include the design capacity of modular ("in-slot") schools, not to exceed the adopted Core Capacity for that school.

**Policy 9-1.1.5: Calculation of Student Generation Rates** The number of students generated by a residential development shall be calculated by referring to the current OCPS impact fee study as may be amended from time to time.

**Policy 9-1.1.6: Adoption of District Capital Outlay Plan** The City of Winter Park shall support OCPS efforts to meet adopted LOS standards through the adoption of a ten (10) year, financially feasible District Capital Outlay Plan (DCOP). Where the LOS cannot be achieved through the construction of new school capacity as provided in the five (5) year DCOP, the City of Winter Park shall cooperate with OCPS efforts to adopt a long range ten (10) year District Capital Outlay Plan as part of the School District's annual capital planning process.

**Policy 9-1.1.7: Conditions for Approval** Where adequate school facilities will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, or the functional equivalent, the City of Winter Park shall not deny an application for site plan approval, final subdivision approval, or the functional equivalent thereof, for any development, or phase of a development, that includes residential uses, based solely on failure to achieve and maintain the adopted LOS in a CSA.

**Policy 9-1.1.8: Level of Service Annual Review** The City of Winter Park, in conjunction with OCPS, shall review LOS standards for public school facilities annually, and any changes to those standards shall be processed as amendments to this element and the City's Capital Improvements Element.

**Policy 9-1.1.9: Concurrency Management** The City of Winter Park will amend the Concurrency Management Regulations in its Land Development Code in order to implement school concurrency.

**OBJECTIVE 9-1.2: School Concurrency Service Areas** OCPS, in conjunction with the City of Winter Park, shall adopt, and as necessary annually update, school Concurrency Service Areas (CSAs), which will be used to evaluate capacity of schools available to accommodate students generated by proposed development.

**Policy 9-1.2.1: Concurrency Service Areas** OCPS, in coordination with Orange County, the City of Winter Park and other municipalities, has established CSAs that are less than district-wide. CSA maps are available from OCPS and the OCPS web site.

**Policy 9-1.2.2: Concurrency Service Area Annual Review** CSAs shall be reviewed annually in conjunction with the OCPS adoption of an updated five (5) year and ten (10) year District Capital Outlay Plan (DCOP). CSA boundaries may be adjusted to ensure that the utilization of school capacity is maximized to the greatest extent possible, taking into account transportation costs, court approved desegregation plans, and other factors.

**Policy 9-1.1.3: Concurrency Service Area Changes** Changes to the adopted CSAs shall follow the process as outlined in Section 14 of the Interlocal Agreement.

**OBJECTIVE 9-1.3: Joint Process for Implementation** The City of Winter Park and OCPS shall develop and maintain throughout the planning period a joint process for the implementation of School Concurrency as provided for in the adopted Interlocal Agreement.

**Policy 9-1.3.1: Determination of Sufficient Capacity** The City of Winter Park shall not approve a developer-initiated Comprehensive Plan amendment or rezoning that would increase residential density on property that is not otherwise vested until such time as OCPS has determined whether sufficient capacity will exist concurrent with the development or a capacity enhancement agreement is executed that provides for the needed capacity to accommodate the proposed development.

**Policy 9-1.3.2: Determination of Vesting or Exemption** The City of Winter Park will determine if a development is vested or exempt from school concurrency. Unless the development is determined to be vested or exempt from concurrency, the City shall not approve a residential site plan, plat, or its functional equivalent, until a concurrency determination has been conducted by OCPS and a Concurrency Certificate (or similar instrument) has been issued for the development consistent with the provisions of the adopted Interlocal Agreement.

**Policy 9-1.3.3: Conditions for Development of Regional Impact Exemption** School concurrency shall not apply to property within a development of regional impact (DRI) for which a Development Order was issued prior to July 1, 2005, or for which a DRI application was submitted prior to May 1, 2005, unless the developer elects otherwise or unless the developer files a Notice of Proposed Change (NOPC) and/or Substantial Deviation to increase the total number of residential dwelling units.

**Policy 9-1.3.4: Development of Regional Impact Review** For DRIs that include residential development and are submitted after July 1, 2005, the City of Winter Park shall include OCPS planning staff on the review team for the DRI, and shall ensure that DRI Development Orders, and DRI Development Order amendments that increase the total number of residential dwelling units, address the issue of school capacity. Where existing school capacity is exceeded, mitigation for school impacts shall be included in any mitigation agreements, Development Orders and agreements.

**Policy 9-1.3.5: Determination of De Minimis Exemption** Any proposed development that creates an impact of less than one student shall be considered de minimis and therefore exempt from capacity review.

**Policy 9-1.3.6: Exempt Residential Uses** Consistent with Section 16.2 of the Interlocal Agreement, the following residential uses shall be exempt from the requirement of school concurrency:

- a. Any proposed residential development considered de minimis as defined by PSFE Policy 9-1.3.5.
- b. One single-family house, one (1) duplex, and/or one accessory dwelling 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 Interlocal Agreement, or is described in section 163.3167(8), Florida Statutes.
- 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. convert 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 requirement 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 of the

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 breakfasts, 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.

**OBJECTIVE 9-1.4: Adequate School Capacity** Upon completion of an OCPS Concurrency Review, a development that fails to meet school concurrency may be postponed until adequate public school capacity is created through the construction of new schools or any combination of the methods specified in Policy 9-1.1.3. As an alternative, the impact of a development may be mitigated by making a Proportionate Share contribution consistent with OCPS policy.

**Policy 9-1.4.1: Determination of Sufficient Capacity in the CSA or contiguous CSA** A development shall be deemed to meet concurrency if there is sufficient capacity in the CSA where the development is located or where sufficient capacity exists in one or more contiguous CSAs, so long as the LOS in the adjacent zone does not exceed 95% of the Adjusted FISH Capacity, or when the LOS for the specific school type when considered countywide does not exceed 100% of the Adjusted FISH Capacity, and approval of the Development does not result in a violation of a court ordered desegregation order.

**Policy 9-1.4.2: Proportionate Share Calculation** Proportionate share, when used for mitigation, shall be calculated based on the number of elementary, middle and high school students generated by the development at build-out. As provided for in the Interlocal Agreement, proportionate share shall be calculated based on reasonable methods of estimating cost of school construction, including the cost of land, equipment, and school buses. Any proportionate share mitigation must be directed by OCPS 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 Winter Park's Capital Improvement Element to maintain financial feasibility based upon the adopted LOS standards. If a school capacity improvement does not exist in the District Facilities Work Plan, OCPS 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 Plan Program can be maintained and so long as the City agrees to amend its Capital Improvements Element to include the new school capacity improvement.

**Policy 9-1.4.3: Proportionate Share Options** Proportionate Share mitigation may include payments of money, construction of schools, donations of land, expansion of permanent capacity of existing school campuses, payment of funds necessary to advance schools contained in the ten (10) year DCOP, establishment of charter schools that meet State Requirements for Educational Facilities (SREF) standards, payments into mitigation banks, establishment of an Educational Facilities Benefit District, Community Development District, or other methods identified in Section 17.6(b) of the Interlocal Agreement as may be negotiated between the developer and OCPS and, as appropriate, the City of Winter Park.

**Policy 9-1.4.4: Proportionate Share School Impact Fee Credits** Any of the Proportionate Share options set forth in Policy 9-1.4.3 that are utilized by developers as mitigation are eligible for school impact fee credits as provided for in Florida Statutes.

**GOAL 9-2: MAINTAIN A HIGH-QUALITY EDUCATIONAL SYSTEM FOR THE CURRENT & FUTURE RESIDENTS OF THE CITY OF WINTER PARK THROUGH COORDINATED EFFORTS BETWEEN THE CITY, ORANGE COUNTY AND ORANGE COUNTY PUBLIC SCHOOLS (OCPS), AS PROVIDED IN THE ADOPTED INTERLOCAL AGREEMENT.**

**OBJECTIVE 9-2.1: Planning Coordination** The City of Winter Park shall coordinate and cooperate with OCPS throughout the planning period to review and maintain policies and procedures to ensure consistency with the adopted Comprehensive Plan.

**Policy 9-2.1.1: Interlocal Planners Committee Establishment** Pursuant to the Interlocal Agreement, an **Interlocal Planners** Committee comprised of representatives from the City of Winter Park, other Orange County Municipalities, Orange County, OCPS and the East Central Florida Regional Planning Council shall be



established to discuss issues of mutual concern. In accordance with the Interlocal Agreement, OCPS shall be responsible for making meeting arrangements, providing notification and maintaining a written summary of meeting actions.

**Policy 9-2.1.2: Interlocal Planners Committee Responsibilities** The OCPS **Interlocal Planners** Committee shall meet quarterly, or as needed, to discuss issues and formulate recommendations regarding coordination of land use and school facilities. Specific areas addressed by the committee shall include, but shall not be limited to:

- a. Short and long-range planning, population and student projections, and future development trends;
- b. Co-location and joint-use opportunities, and ancillary infrastructure improvements needed to support the school facilities and ensure safe student access to schools;
- c. Planning for needed supporting infrastructure for schools such as utilities, roads, sidewalks, etc.;
- d. The need for new schools to meet the adopted LOS within the adopted CSAs and the coordination of annual revisions to the ten (10) year District Capital Outlay Plan (DCOP) and
- e. Update of the DCOP for inclusion into the City of Winter Park's Comprehensive Plan.

**Policy 9-2.1.3: Development Update.** The City of Winter Park shall provide an update of residential dwelling unit and population projections including approved residential developments, phases of residential development and estimated build-out by phase to the OCPS Planning Department on a biannual basis.

**Policy 9-2.1.4: Annual Future Enrollment and Growth Projection Review.** The City of Winter Park shall review OCPS generated future enrollment and growth projections on an annual basis and provide input to the OCPS Planning Department.

**OBJECTIVE 9-2.2: Public School Facility Coordination** City of Winter Park and OCPS shall, throughout the planning period, coordinate the siting of new public schools to ensure public school facilities are located to address the needs of future residential development, are coordinated with necessary services and infrastructure development, provide for safe learning environments, are consistent with the City of Winter Park's adopted Future Land Use Map and with the other provisions of the Comprehensive Plan.

**Policy 9-2.2.1: Public School Site Priority Status** Applications for Future Land Use Map amendments, rezonings, conditional use/special exceptions and site plans for schools shall be given priority status. OCPS shall not be required to pay application fees or impact fees for the development of public school facilities, provided, however, OCPS shall not be exempt from payment of capital connection fees for water and wastewater.



**Policy 9-2.2.2: School Site Protection** The City of Winter Park shall protect existing schools from the intrusion of incompatible land uses through the development review process. Likewise, the city shall provide protection to existing residential neighborhoods through the development review process as new schools and school renovations and/or expansions are proposed.

**Policy 9-2.2.3: School Site Compatibility & Design Review** In an effort to enhance local communities and neighborhoods, the City of Winter Park will participate with OCPS in the school siting, design and development process so that the school serves as a focal point for the community and is compatible with the Future Land Use Map and with land uses surrounding proposed school sites.

**Policy 9-2.2.4: Co-location of School Sites with Public Facilities** Where feasible, OCPS and the City of Winter Park shall work jointly to co-locate public facilities such as parks, libraries, and community centers with public schools. Where such co-location occurs, both entities shall establish an ongoing management relationship via written agreement that permits the school's use of the public facilities and the public's use of school facilities for community meetings and sports activities.

**Policy 9-2.2.5: Public Schools and Pedestrian & Bicycle Connectivity** In accordance with Section 1006.23, Florida Statutes, and as funding permits, the City of Winter Park shall provide construction of sidewalks along roadways and trails connecting neighborhoods that are within two miles of school facilities. OCPS shall be responsible for the construction of sidewalks and trails on school property and shall provide connections to existing and future sidewalks and trails identified by the City of Winter Park.

**Policy 9-2.2.6: Safe Road Access to Schools** OCPS and the City of Winter Park 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 parties responsible for constructing, operating and maintaining the improvement.

**Policy 9-2.2.7: Public School as Emergency Shelters** OCPS shall coordinate with the City of Winter Park in the construction of new public school facilities and in rehabilitation of existing public school facilities to serve as emergency shelters as required by Section 1013.372, Florida Statutes.

**GOAL 9-3: WORK WITH ORANGE COUNTY PUBLIC SCHOOLS TO DEVELOP A FINANCIALLY FEASIBLE 10-YEAR DISTRICT CAPITAL OUTLAY PLAN (DCOP) AND CONSISTENT COMPREHENSIVE PLAN PUBLIC SCHOOL FACILITIES ELEMENT & CAPITAL IMPROVEMENTS ELEMENT.**

**OBJECTIVE 9-3.1: Public Schools District Capital Outlay Plan Coordination** Prior to June 1st of each year, Orange County Public Schools (OCPS) shall coordinate with the City of Winter Park to develop a financially feasible 10-year District Capital Outlay Plan (DCOP) for review and approval by the OCPS Board and adoption into the Capital Improvement Element for the City.

**Policy 9-3.1: Address Capacity Increases** The 10-year DCOP shall include all capital projects which increase capacity of public schools within the City of Winter Park and address the deficiencies necessary to maintain or improve LOS.

**Policy 9-3.2; Inclusion of the District Capital Outlay Plan in Updates** The City of Winter Park shall include the 10-year DCOP in the annual update of the Comprehensive Plan CIE.

**Policy 9-3.3: Annual Review** The City of Winter Park shall coordinate with OCPS to review and update the adopted Concurrency Service Area boundaries, and associated enrollment projections in the annual update of the Public Schools Facilities Element and Capital Improvements Element (CIE) to ensure that the CIE continues to be financially feasible and that the adopted LOS will continue to be achieved.

**Policy 9-3.4: District Capital Outlay Plan & Level of Service Standards** The City of Winter Park shall coordinate with OCPS by reviewing and providing input into the annual update of the ten (10) year DCOP. Such coordination may include the review and update of adopted CSA boundaries, student enrollment projections and LOS for each school and CSA within the City.