

Summary of Changes to the Comprehensive Plan Elements

Items in **red** are changes. Items that have been **stricken** are deletions and items **underlined** are additions.

Introduction Element	Proposed Language
Page INT-16	<u>MICRO-TRANSIT</u> <u>A demand responsive transportation service that offers flexible routing and/or flexible scheduling of vehicles shared with other passengers, which may be privately or publicly operated and can be funded by the County as part of the County's transportation system.</u>
Page INT-21	PROPORTIONATE SHARE, PUBLIC EDUCATIONAL FACILITIES A program established in accordance with Section 163.3180(13)(e)(6), Florida Statutes that allows the school district and local government to enter into a legally binding agreement with a developer to provide mitigation proportionate to the demand for public school facilities to be created by actual development of a property.
Transportation Element	Proposed Language
Page TRA-1	PURPOSE The Transportation Element provides for a safe, convenient mobility system coordinated with the Future Land Use pattern of Seminole County, supporting the Central Florida Regional Growth Vision ("How Shall We Grow?") and Envision Seminole 2045, emphasizing multimodal mobility and public transportation systems where feasible, and serving the unique characteristics of Seminole County's Conservation, Countryside, and Urban Centers and Corridors. The Seminole County 2045 Transportation Mobility Plan shall implement the goals and objectives of this Element.
Page TRA-27	Policy TRA 2.3.3 Transit Planning Considerations In its transit planning activities, including the funding of existing services, the addition or removal of services, and the development of new systems the County and its transit service providers shall consider: A Existing and proposed major trip generators and attractors; B Coordination with the SunRail commuter rail service;

	C Triggers that show the need for changes in service, per Policies TRA 2.1.1.1 Northwest Transportation Strategy Area – Need Indicators through TRA 2.1.1.4 Southeast Transportation Strategy Area – Need Indicators; DC Service improvements to attract riders; ED Accommodation of the special needs of the service population; FE The provision of safe and convenient transit stops, transit shelters, mass transit terminals, transfer stations and other facilities; GF The financial feasibility, costs and benefits of potential transit service options; and HG The overall improvement in the intermodal transportation system.
Page TRA-27	Policy TRA 2.3.3.1 Evaluate Transit Service Options and Mobility Strategies The County shall continue to evaluate and, as deemed necessary, <u>fund and</u> implement additional mass transit, paratransit and transportation demand management strategies and programs which support the Future Land Use Element, improve the Mobility Strategy for the Dense Urban Land Area/Transportation Concurrency Exception Area, address the special needs of the service population, and increase the efficiency of transit services. Such strategies and programs may include <u>Micro-Transit services provided by the County</u>, improved services at rail stations, carpools/vanpools, Park-and-Ride, Dial-a-Ride, parking management, express bus services, transfer stations, and increasing frequency of bus service. The County shall continue to evaluate and, as deemed necessary, modify its policies, standards, and regulations to promote increased usage of taxi, limousine, and other "for hire" paratransit services: <u>, such as Lyft and Uber services.</u>
Page TRA - 38	Policy TRA 3.3.3 Funding of Transportation Improvements The County shall continue to fund transportation improvement costs and operation and maintenance costs of the County Mobility Road System, including roadways, transit, and bicycle and pedestrian facilities through available sources of revenue, such as: A State and federal funds; B Constitutional gas tax; C Countywide road and bridge ad valorem tax; D Local option <u>fuelgas</u> tax; E Local option sales tax; F Special assessment districts;

	G Developer Fair-Share contributions; and H Impact fees.
Page TRA - 39	Policy TRA 3.3.5 Pursue Alternate Forms of Funding The County shall pursue funding outside the normal funding process for transportation projects that are needed by Seminole County residents but are not listed in either the financially feasible transportation plans or in the 5-year work programs at the regional and State levels. The County will pursue additional and alternative funding, as appropriate, for <u>Multimodal Transportation System</u> improvements <u>to roadways, Micro-transit and mass transit services</u> indicated in Exhibit TRA: Roadway Number of Lanes 2025 and Exhibit TRA: Transit Service 2025. A list of high priority transportation projects not included in the MetroPlan Orlando Financially Feasible Plan 2025 Revised can be found at Exhibit TRA: Needed Unfunded Transportation Improvements.
Public School Facilities Element	Proposed Language
Page PSF-1	PUBLIC SCHOOL FACILITIES ELEMENT INTRODUCTION The Public Schools Facility Element includes objectives and policies to support the provision of public school facilities in a timely manner. The Board of County Commissioners does not have the authority to directly provide school facilities, but is required by State Law (<u>Florida Statutes 163.3177, 163.31777, 1013.36, and 163.3180</u>) to work with the Seminole County School Board to address the coordination of public school facility planning with land use planning and development approvals. Legislation enacted by the 2005 Florida Legislature mandated a comprehensive approach to school planning by revising laws that govern both <u>sSchool dDistricts</u> and local government planning. A 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency as Amended January 2008 <u>Since that time, the County and School District have entered into interlocal agreements for public school facility planning and school concurrency in 2007, 2008, and 2021. These interlocals include that included</u> procedures for coordinating land use planning, development approvals and school planning, was the first step in this process. The Interlocal

	Agreement, including and the process for ‘school concurrency’ (coordination of planning to ensure school capacity availability as needed by new developments in accordance with State Law). was adopted by tThe Board of County Commissioners, City Commissions, and the Seminole County School Board in 2007 and amended in January 2008 entered into the 2021 Interlocal Agreement for Public School Facility Planning and School Concurrency ("2021 School Interlocal Agreement"), effective December 9th 2024, which is the most recent agreement. The new requirements of the 2005 Legislation also included adoption of a Public School Facilities Element containing a proportionate-share mitigation methodology and the following additional amendments: A Adoption within the County’s Capital Improvements Element of the Level of Service standards applicable countywide that establish maximum permitted school utilization rates relative to capacity; B Adoption within the County’s Capital Improvements Element of the financially feasible Public School Capital Facilities Program addressing school capacity improvements that is adopted as part of the Seminole County School Board’s overall Capital Improvements Program; C Amendments to the County’s Implementation Element to include school concurrency in the Concurrency Management System; and D Amendments to the County’s Intergovernmental Coordination Element to revise objectives and policies that address the County’s process of coordination with the School Board. Exhibits illustrating the following were included in the Public School Facilities Element: locations of existing schools; locations of proposed capital improvements to existing school facilities (as identified in the Exhibit Proposed.Public.School.Additions), and existing ancillary plant facilities. No new ancillary plant facilities were are planned. Locations of proposed new schools are included in the Exhibit. The Concurrency Service Area (CSA) boundary maps were included in the Exhibit.
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OBJECTIVE PSF 1 LEVEL OF SERVICE STANDARDS AND SERVICE BOUNDARIES

The County shall coordinate with the School Board in the School Board's efforts to correct existing deficiencies and address future needs through implementation of adopted level of service standards and appropriate public school facility service area boundaries. The level of service standard is a countywide standard specified in the ~~2021~~2007-School Interlocal Agreement ~~for Public School Facility Planning and School Concurrence as Amended January 2008~~, wherein the following terms are used: ~~Permanent~~ FISH (Florida Inventory of School Houses), meaning ~~data, inventory and numbering system used by the Florida Department of Education, Office of Educational Facilities for parcels of land, buildings and rooms in public educational facilities to include permanent and portable student stations the permanent facilities within the inventory of land, buildings, and rooms in public educational facilities used by the Florida Department of Education, Office of Educational Facilities~~; and Level of Service (LOS) Standard, meaning a standard ~~or condition~~ established ~~by the School District~~ to measure utilization ~~of capacity~~ within a Concurrence Service Area (CSA). Current LOS within a CSA is determined by ~~dividing the sum of the Fall Semester full-time equivalent Sstudent Ccount (FTE) for the Fall Semester~~ at the same type of schools ~~divided~~ by the ~~sum of the Program School permanent FISH eCapacity~~ of the same type of schools ~~within a concurrence service area~~. Projected or future LOS is determined by the dividing the projected enrolled students at the same type of schools within a CSA by the planned ~~permanent Program School Capacity FISH capacity~~ of the same type of schools.

Policy PSF 1.1 Adoption of Level of Service Standards

To ensure that the capacity of schools is sufficient to support student growth, Seminole County, the cities within the County and the School Board agree that the desired LOS standard shall be 100% of the aggregate ~~Program School permanent FISH eCapacity, as defined by the 2021 School Interlocal Agreement~~ for each school type within each Concurrence Service Area (CSA). To financially achieve the desired LOS standard, the following tiered LOS standard is established as follows:

	2008 - 2012	Beginning 2013	Beginning 2021
Elementary School and	100% of Permanent FISH	100% of Permanent FISH	95% of Program Capacity

	Middle CSA	Capacity	Capacity	
	Middle School CSA	100% of Permanent FISH Capacity	100% of Permanent FISH Capacity	90% of Program Capacity
	High School CSA	110% of Permanent FISH Capacity	100% of Permanent FISH Capacity	Program Capacity per po5120 and 6A-2.0010 F.A.C
Page PSF-3	Policy PSF 2.1 Development Review Process No site plans, final subdivision or functional equivalent shall be approved by the County until a School Capacity Availability Letter (SCALD) has been issued, pursuant to the availability standard specified in Section 163.3180(6) 163.3180(13)(e) , F.S., unless the development has been found exempt from school concurrency.			
Page PSF-3	Policy PSF 2.2 Adoption of School Concurrency Regulations Seminole County shall adopt school concurrency provisions into its Land Development Code (LDC) consistent with the requirements of the 20212007 Interlocal Agreement for Public School Facility Planning and School Concurrency as Amended January 2008; adopted in 2007 and amended in January 2008.			
Page PSF-4	Policy PSF 3.2 Site Sizes and Co-Location in Unincorporated Seminole County The County shall follow the site selection process identified in the 20212007 Interlocal Agreement for Public School Facility Planning and School Concurrency for Public School Facility Planning and Concurrency as Amended January 2008. In addition, the County will work with the School District staff to identify sites for future educational facilities in the unincorporated area that meet the minimum standards of the School Board where possible and where consistent with the provisions of the Seminole County Plan <u>and 1013.36, F.S. Site Planning and Selection for Educational Facilities, Florida Education Code</u> . When the size of available sites does not meet the minimum School Board standards, the County will support the School Board in efforts to use standards more appropriate to a built urban environment. To the extent feasible, as a solution to the problem of lack of sufficiently sized sites, the County shall work with the School Board to achieve co-location of schools with County			

	facilities such as libraries, parks, and other County facilities.
Page PSF-4	Policy PSF 3.3 County Participation in Planning Technical Advisory Committee The County shall be represented at the Planning Technical Advisory Committee meetings, as provided in the <u>2021 Interlocal Agreement for Public School Facility Planning and School Concurrency as Amended January 2008</u> for purposes of discussing population projections and other data.
Page PSF-4	Policy PSF 3.5 Notification of Submittal of Residential Applications The County shall notify the School Board's Planner of the submittal of all residential development pre-applications or formal applications within <u>10 15</u> days of submittal to the County and, <u>upon request</u>, shall provide copies of subdivision plans and site plans with residential development for review.
Page PSF-4	Policy PSF 3.4 Determining Impacts The County and School District staff shall coordinate the determination of school capacity demands of new residential development through the development review process, during which time the School District staff shall apply student generation multipliers <u>as adopted by the most current Seminole County Educational System Impact Fee Ordinance, consistent with those applied by the Seminole County School Board as</u> well as supplemental multipliers for mixed use development, and the Department of Education student enrollment projections.
Page PSF-4	OBJECTIVE PSF 4 CONCURRENCY The County shall require that public school facility capacity is available concurrent with the impacts of new residential development, as required by <u>Section 163.3180(13)(e) Section 163.3180(6)</u>, Florida Statutes.
Page PSF-5	Policy PSF 4.2 Results of Concurrency Review In compliance with the availability standards of <u>Section 163.3180(13)(e) Section 163.3180(6)</u>, FS, the County shall not deny a final subdivision plan, site plan, or functional equivalent due to failure to achieve the adopted Level of Service for public school facilities when the following occurs:

	Adequate school facilities are planned and will be in place or under construction within three (3) years of the date of approval of a final subdivision plan or site plan. The developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities consistent with the methodology in the 20212007 Interlocal Agreement for Public School Facility Planning and School Concurrency as Amended in January 2008 which has been adopted into the County's Land Development Code.
Page PSF-5	Policy PSF 4.3 Residential Uses Exempt from the Requirements of School Concurrency The following residential uses shall be exempt from the requirements of school concurrency: A—All single family lots of record at the time the school concurrency implementing ordinance became effective; B—Any new residential development that has a preliminary plat or site plan approval or the functional equivalent for a site specific development order prior to the commencement date of the School Concurrency Program; A Any amendment to a previously approved residential development which does not increase the number of dwelling units or change the type of dwelling units (i.e., single family to multi-family, for example); and B Any age-restricted community <u>subject to a restrictive covenant on all residential units that results in no permanent residents under the age of eighteen (18) with no permanent residents under the age of 18 (a restrictive covenant limiting the age of residents to 18 and older shall be required).</u> C <u>De minimus impact residential single-family developments with four (4) or less units, or multi-family developments with eight (8) or less units. Such de minimus impact exempt developments would still be required to go through other approval processes required by the local governments(s).</u>
Page PSF-5	Policy PSF 4.5 <u>Development Agreement for Proportionate Share Mitigation</u> In the event there is no available school capacity to support a

	development, the School Board may<u>will</u> entertain <u>a development agreement for proportionate-share</u> mitigation options <u>consistent with Section 163.3180(6)(h), F.S.</u>, and, if accepted, shall enter into an enforceable and binding agreement with the developer to mitigate the impact of the development through the creation of additional school capacity. A When the anticipated student impacts from a proposed development cause the adopted LOS to be exceeded, the developer's <u>mitigation proportionate-share</u> will be based on the number of additional student stations necessary to achieve the established LOS. The amount to be paid will be calculated by the cost per student station for elementary, middle and high school as determined and published by the State of Florida. B The methodology used to calculate a developer's <u>agreement for proportionate-share</u> mitigation <u>credit</u> shall be as follows: <u>Development Mitigation-Proportionate-Share</u> = (¹Development students minus Available Capacity) times ²Total Cost per student station <i>Where:</i> ¹Development students = those students from the development that are assigned to a CSA and have triggered a deficiency of the available capacity. ²Total Cost = the cost per student station as determined and published by the <u>State of Florida Seminole County Public Schools Impact Fee Study Update in effect as of the date of issuance of the SCALD (School Capacity Availability Letter of Determination)</u>. The applicant shall be allowed to enter a 90-day negotiation period with the School Board in an effort to mitigate the impact of the development through the creation of additional capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable development agreement with the School Board. The applicant shall accept a sixty (60) day encumbrance of available school capacity, and within the same sixty (60) day period enter into negotiations with the Local Government(s) with jurisdiction in the effected CSA and the School Board in an effort to mitigate the impact from the development through the creation of additional capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the Local Government(s) with jurisdiction in the effected CSA and the School Board, the developer shall enter into a binding and enforceable development agreement with the Local Government(s) with jurisdiction in the effected CSA and the School Board. 1 A mitigation contribution provided by a developer to offset the impact of a residential development must be directed by the School Board toward a school capacity project identified in the School Board's Five-Year Capital Improvement Plan. <u>Capacity enhancing projects identified within the first three years of the</u>
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	Five-Year Capital Improvement Plan shall be considered as committed in accordance with Section 9.5 of the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency as Amended January 2008. 2 If capacity projects are planned in years four (4) or five (5) of the School Board's Five-Year Capital Improvement Plan within the same CSA as the proposed residential development, the developer may pay his proportionate share to mitigate the proposed development in accordance with the formula provided in Subsection 12.57 (B) of this policy <u>the above referenced Interlocal Agreement</u>. 3 If a capacity project does not exist in the Capital Improvement Plan, the School Board will add a capacity project to satisfy the impacts from a proposed residential development, if it is funded through the developer's proportionate share mitigation contributions. Mitigation options may include, but are not limited to: - a Contribution of land or payment for land acquisition suitable for and in conjunction with, the provision of additional school capacity <u>or through application of County education system impact fee credits pursuant to Seminole County Ordinance 2018-1, section 105.46</u>; or - b Mitigation banking based on the construction of a educational facility in exchange for the right to <u>receive impact fee credits</u> sell capacity credits; or - c Provide modular or permanent student stations acceptable for use as an educational facility; or - d Provide additional student stations through the remodeling of existing buildings acceptable for use as an educational facility; or - e Construction or expansion of permanent student stations at the impacted school within the CSA; or - f Construction of an educational facility in advance of the time set forth in the School Board's Five-Year Capital Improvement Plan. D For mitigation measures (a) thru (f) above, the estimated cost of to construct the mitigating capacity will reflect the estimated future construction costs at the time of the anticipated construction. Improvements contributed by the developer shall receive school impact fee credit. E Developer shall receive an impact fee credit for the proportionate share mitigation. Credits will be given for that portion of the impact fees that would have been used to fund the improvements on which the proportionate fair share contribution was calculated. The portion of impact fees available for the credit will be based on the historic distribution of impact fee funds to the school type (elementary, middle, high) in the appropriate CSA. Impact fee credits shall be calculated at the same time as the applicant's
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	proportionate share obligation is calculated. Any school impact fee credit based on proportionate fair share contributions for a proposed development cannot be transferred to any other parcel or parcels of real property within the CSA. Impact fee credits may be transferred pursuant to Section 163.31801, Florida Statutes. F A proportionate share mitigation contribution shall not be subsequently amended or refunded after final site plan or plat approval to reflect a reduction in planned or constructed residential density. G Impact fees shall be credited against the proportionate share mitigation total. H Any proportionate share mitigation must be directed by the School Board toward a school capacity improvement identified in the School Board's Five-Year Capital Improvement Plan. I Upon conclusion of the negotiation period, a second <u>School Capacity Availability Letter of Determination (SCALD)</u> Determination Letter shall be issued. If mitigation is agreed to, the School Board shall issue a new Determination Letter <u>SCALD</u> approving the development subject to those mitigation measures agreed to by the local government, developer and the School Board. Prior to, site plan approval, final subdivision approval or the functional equivalent, the mitigation measures shall be memorialized in an enforceable and binding agreement with the local government, the School Board and the Developer that specifically details mitigation provisions to be paid for by the developer and the relevant terms and conditions. If mitigation is not agreed to, the Determination Letter shall detail why any mitigation proposals were rejected and why the development is not in compliance with school concurrency requirements. A SCALD indicating either that adequate capacity is available, or that there is not a negotiated proportionate share mitigation settlement following the 90day <u>sixty (60) day</u> negotiation period as described in Section 12.7(B) of this the <u>2021 Interlocal</u> Agreement, constitutes final agency action by the School Board for purposes of Chapter 120, FS. Appeal Process. A person substantially affected by a School Board's adequate capacity determination made as a part of the School Concurrency Process may appeal such determination through the process provided in Chapter 120, FS. The Proportionate Share Mitigation methodology will be contained within the Seminole County Land Development Code after July 1, 2008. The methodology is also included within the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency as Amended in January 2008.
Page PSF-8	Policy PSF 4.6 Use of Adjacent Concurrency Service Areas If the projected student growth from a residential development causes the adopted LOS to be exceeded in the Concurrency

	Service Area (CSA), an adjacent CSA which is contiguous with and touches the boundary of, the concurrency service area within which the proposed development is located shall be evaluated for available capacity. An adjacency evaluation review shall be conducted as follows: A In conducting the adjacency review, the School Board shall first use the adjacent CSA with the most available capacity to evaluate projected enrollment impact and, if necessary, shall continue to the next adjacent CSA with the next most available capacity in order to ensure maximum utilization of school capacity to the greatest extent possible. Consistent with Rule 6A-3.0171, FAC, at no time shall the shift of impact to an adjacent CSA result in a total morning or afternoon transportation time of either elementary or secondary students to exceed 50 minutes or one (1) hour, respectively. The transportation time shall be determined by the School Board transportation routing system and measured from the school the impact is to be assigned, to the center of the subject parcel/plat in the amendment application, along the most direct improved public roadway free from major hazards.
Page PSF-8	Policy PSF 4.7 Guidelines and Standards for Modification of Concurrency Service Areas Any Party to the 20212007 Interlocal Agreement for Public School Facility Planning and School Concurrency as Amended in January 2008 (Agreement) may propose a change to the Concurrency Service Area (CSA) boundaries <u>or the designation of which individual school attendance zones comprise the CSAs</u>. Prior to adopting any change <u>to a CSA</u>, the School Board will verify that as a result of the change: A The adopted level of service standards will be achieved and maintained for each year of the five-year planning period; and B The utilization of Program S <u>School C</u>apacity will be maximized to the greatest extent possible, taking into account transportation costs, court approved desegregation plans and other relevant factors. The County and other parties to the Agreement shall observe the following process for modifying CSA maps: A Changes in school attendance boundaries shall be governed by School Board Policy 5.30, Section 120.54, FS and applicable uniform rules for administrative proceedings. Changes in

	<u>school attendance zone boundaries shall be governed by School Board Policy po5120 – School Attendance Zones and Interzone Transfers, Section 120.54, F.S. and applicable uniform rules governing rulemaking and administrative proceedings. Prior to the School Board holding an initial public meeting to consider whether to begin the School Attendance Zone revision process, the School Board will notify the Local Government(s) with jurisdiction within the impacted CSA of the proposed revision.</u> B At such time as the School Board determines that a school(s) attendance boundary is appropriate considering the above standards, the School Board shall transmit the revised attendance zones or CSAs and data and analysis to support the changes to all parties to the Agreement and to the PSFPC. At such time as the School Board determines that modification to a school(s) attendance zone boundary is appropriate, the School Board shall make public the revised attendance zone boundary and shall provide notice of the proposed changes to the Cities, the County, and the PSFPC. C The County, cities and PSFPC shall review the proposed amendment within the time frames prescribed by Section 120.54, FS Concurrency Service Area geographic boundaries shall conform to revised school attendance zone boundaries and shall become effective upon final adoption of the modified school attendance zone boundaries by the School Board pursuant to School Board Policy po5120 – School Attendance Zones and Interzone Transfers, but shall not require amendment to this Agreement or to the local government jurisdiction’s comprehensive plan. <u>To become effective, any proposed change to CSA boundaries that;</u> <u>a. is not a CSA boundary change resulting from a School Board modification to school attendance zone geographic boundaries pursuant to School Board Policy po5120 – School Attendance Zones and Interzone Transfers; or</u> <u>b. is a proposed change to the designation of which individual school attendance zones comprise the various CSAs.</u> D The change to a CSA boundary shall conform to revised attendance boundaries and become effective upon final adoption.
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Page PSF- 10	Policy PSF 5.1 Annual Update of Capital Improvements Element On an annual basis, or as required or necessary, Seminole County shall update the Capital Improvements Element of the County Plan to include the School District of Seminole County Five-Year Capital Improvement Schedule for school capacity <u>Plan no later than December 31st.</u>
Page PSF- 10	Policy PSF 5.2 Addition of New Financially Feasible 5th Year Projects During Each Update Each annual update to the Capital Improvements Element shall include a new 5th year with its financially feasible school capacity projects that have been adopted by the School District in its update of the Five-Year Capital Improvement <u>Schedule Plan.</u>
Page PSF- 10	Policy PSF 5.3 Compliance with Florida Statute in timing of Capital Improvements Element Update The County shall amend its Capital Improvements Element to reflect changes to the School District's Five-Year Capital Facilities Plan in compliance with timing requirements of Florida Statutes <u>and adopt the School District's Capital Improvement Plan (CIP) into the Capital Improvement Element (CIE) no later than December 31st following an update to the CIP involving one or more capacity improvements.</u>
Page PSF- 10	Policy PSF 6.1 Allowable Locations of School Sites and Compatibility Standards A School sites are allowable within any land use designation in unincorporated Seminole County with the following exceptions: school sites proposed within areas identified as contained within the Environmentally Sensitive Lands Overlay are subject to the limitations of those lands, and, within the Rural Residential land use designations (Rural-3, Rural-5 and Rural-10), only elementary school sites are an allowable use. Notwithstanding any other provision of the Seminole County Plan, middle schools and high schools shall not be permitted on property located within the Wekiva River Protection Area except for 8.7 acres owned by the Seminole County School Board prior to October 26, 1999, which is located in the East Lake Sylvan Transitional Area, which is depicted in Exhibit FLU: East Lake Sylvan Transitional Area/School Site. Compatibility with adjacent land uses will be ensured through the following

	measures: B New school sites within unincorporated Seminole County must not be adjacent to any noxious industrial uses or other property from which noise, vibration, odors, dust, toxic materials, traffic conditions or other disturbances would have a negative impact on the health and safety of students. C Public school sites shall may be located within the County's Urban/Rural Boundary or be compatible with compact urban growth patterns; provided, however, that elementary schools are compatible in rural areas but only when located proximate to existing established residential communities. An assessment of critical transportation issues, including provision of adequate roadway capacity, transit capacity and bikeways, shall be performed for proposed school sites prior to any development to ensure safe and efficient transport of students. D Public school sites shall be compatible with environmental protection, based on soils, topography, protected species, and other natural resources on the site. E An assessment of critical transportation issues, including provision of adequate roadway capacity, transit capacity and bikeways, shall be performed for proposed school sites prior to any development to ensure safe and efficient transport of students. F New school sites within unincorporated Seminole County must minimize detrimental impacts on residential neighborhoods, hospitals, nursing homes and similar uses through the Development Review Process by, at a minimum, complying with Performance Standard requirements of the Seminole County Land Development Code (LDC) with respect to noise and light glare; provision of sufficient parking onsite so as to ensure that surrounding neighborhoods are not impacted; provision of sufficient internal vehicular circulation to ensure that unsafe stacking of vehicles on access roads does not occur; and compliance with relevant active-passive bufferyard standards of the LDC. G New school sites for elementary and middle schools within the Urban Growth Boundary of unincorporated Seminole County shall be located in close proximity to existing or anticipated concentrations of residential development. New school sites for high schools and specialized schools within
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	the Urban Growth Boundary of unincorporated Seminole County are suitable for other locations, due to their special characteristics. H The Development Review process for unincorporated Seminole County shall ensure that facilities such as sanitary sewer and potable water will be available at the time demanded by the new school site, and services such as public safety can also be provided. I New school sites in unincorporated Seminole County shall have safe ingress and egress for pedestrians, bicycles, cars, buses, service vehicles, and emergency vehicles. High schools should be located with access to collector or arterial roads, rather than relying solely on local roads.
Page PSF-11	Policy PSF 6.2 Co-Location and Community Focal Point Shared Use <u>The co-location and shared use of facilities are important to both the School District and local governments. Pursuant to Section 163.31777(2)(g), F.S., the School Board will seek opportunities to co-locate and share use of school facilities and civic facilities when preparing the School District's Five- Year Capital Improvement 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.</u> <u>Opportunities for co-location and shared use with public schools will be considered for the following:</u> <u>A. Libraries;</u> <u>B. Parks and recreation facilities;</u> <u>C. Community centers;</u> <u>D. Auditoriums;</u> <u>E. Learning centers;</u> <u>F. Museums;</u> <u>G. Performing arts centers;</u> <u>H. Stadiums; and</u> <u>I. Governmental facilities.</u>

	New schools are an essential component in creating a sense of community. To the extent feasible, Seminole County shall encourage the co-location of new school sites with appropriate County facilities, and shall encourage, through the Development Review Process, the location of new school sites so they may serve as community focal points. Where co-location takes place, the County may enter into an Interlocal Agreement with the School Board to address shared uses of facilities, maintenance costs, vehicular and bicycle parking, supervision and liability issues, among other concerns.
Page PSF-12	Policy PSF 7.1 Maximizing Efficiency of Infrastructure During participation in the future school site identification process detailed in the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency as Amended January 2008, Seminole County shall seek to maximize efficient use of existing infrastructure and avoid sprawl development by identifying future school sites that take advantage of existing and planned roads, potable water, sanitary sewer, parks, and drainage systems.
Page PSF-12	Policy PSF 7.3 Bicycle Access and Pedestrian Connection Seminole County will coordinate bicycle access to public schools consistent with the Seminole County countywide bicycle plan adopted by the Metropolitan Planning Organization, METROPLAN. In addition, Seminole County shall revise its Land Development Code as needed to specify that performance standards for new residential developments adjacent to existing and proposed school sites, other than age restricted developments, shall include pedestrian connections between the sidewalk network within the development and the adjacent school site <u>as needed</u>.
Page PSF-13	OBJECTIVE PSF 8 COORDINATION WITH SCHOOL BOARD AND CITIES Seminole County shall coordinate with the School Board and Cities as specified by the procedures in the 20212007 Interlocal Agreement for Public School Facility Planning and School Concurrency as Amended January 2008 and provide information by the School Board and Cities for emergency preparedness issues.

Page PSF-13	Policy PSF 8.1 Providing Information and Fulfilling All Responsibilities Specified Seminole County shall provide population projection and development approval data, including site plan and building permit data, to the School Board and shall fulfill all responsibilities as specified by the 20212007 Interlocal Agreement for Public School Facilities Planning and School Concurrency as Amended January 2008.
Page PSF-13	Policy PSF 8.2 Providing Representation Seminole County shall assign representatives to take part in all committees and participate in all meetings as specified by the 20212007 Interlocal Agreement for Public School Facilities Planning and School Concurrency as Amended January 2008. A staff representative shall be assigned to the Planning Technical Advisory Committee which shall meet as specified in the Interlocal Agreement. An elected official or designee shall be appointed to the Public Schools Facilities Planning Committee which shall meet as specified in the Interlocal Agreement.
Page PSF-14	Policy PSF 8.3 Advising of Proposed Changes Seminole County shall provide notification to the School Board and any adjacent cities of proposed amendments to the Future Land Use Map that may increase residential densities, and any proposed preliminary site plans, subdivisions and plats, as specified by the 20212007 Interlocal Agreement for Public School Facilities Planning and School Concurrency as Amended January 2008.
Page PSF-14	Policy PSF 8.4 Emergency Preparedness Seminole County, through its Emergency Management Division, shall continue to provide information needed by the School Board and cities for emergency preparedness purposes.
Intergovernmental Coordination Element	Proposed language
Page IGC-2	INTERGOVERNMENTAL COORDINATION ELEMENT INTRODUCTION

	This 2007 interlocal agreement was subsequently amended in January 2008 <u>and was replaced by the 2021 agreement effective December 9th, 2024</u>, to comply with the requirements of state law at that time.
Page IGC-5	Policy IGC 1.1 Intergovernmental Coordination Committees The county shall continue to use intergovernmental coordination committees, such as the Planning Technical Advisory Committee (PTAC), to ensure consistency between comprehensive plan programs and issues of adjacent municipalities and counties.
Page IGC-6	Policy IGC 1.5 Advance Notification of Land Use Actions and Changes in Land Use Regulations The County shall continue to transmit advance notification of land use actions, such as plan amendments and zonings, and changes in land use regulations to cities that may be affected, pursuant to the Intergovernmental Planning Coordination Agreement of 1997, or through other formal interlocal agreements with the cities and the School Board of Seminole County as required by the <u>20212007 Interlocal Agreement for Public School Facility Planning and School Concurrency as Amended January 2008</u>.
Page IGC-6	Policy IGC 1.6 Joint Planning Interlocal Agreements The County shall pursue adoption of Joint Planning Agreements with each County Municipality. JPAs shall address, at a minimum, but not be limited to future annexations, provision of services, and facilities and land use compatibility. JPAs shall also include agreement on future densities and intensities of properties that may be annexed, a procedure for resolution of any conflicts and/or disputes, and standards for cut through traffic. <i>Editor's Note: Seminole County and the City of Oviedo entered into a JPA in 1999, amended in 2006 and 2008. <u>The term for the Oviedo JPA was 5 years and it was not renewed.</u></i>
Page IGC-7	Policy IGC 1.9 Joint Processes for Collaborative Planning The County shall implement the processes for which it has responsibility under the <u>2021 "2007 Interlocal Agreement for Public School Facility Planning and School Concurrency as Amended January 2008"</u> which superseded a previous interlocal Agreement of <u>20072003</u> adopted by the County, the Seminole County School Board and the seven cities. The <u>20212007 Interlocal Agreement As Amended January 2008</u> sets out processes for, among other issues:

	sharing of data such as population projection and student enrollment; joint planning for school site selection, remodeling and school closure; joint consideration for necessary off-site improvements such as sidewalks, roadways, water and sewer; inclusion of the School District's capital improvements program for school capacity in the Capital Improvements Elements of Agreement signatories as required by State Law; and the uniform School Concurrency process to be implemented countywide.
Page IGC-7	Policy IGC 1.12 Advance Notification, Shared Information and Development Review Coordination between Seminole County and Orange County The following advance notification, shared information, and development review coordination procedures are intended to assist Seminole County and Orange County in their respective planning efforts in proximity to the Seminole/Orange County line and to further support the Central Florida Regional Growth Vision: A Seminole County shall notify Orange County within 30 days of receipt of an application affecting land within one-half mile of the Seminole/Orange County line, and no less than 10 working days before consideration by the Development Review Committee or the Planning & Development Division, of the following types of applications: Future Land Use map amendments, rezonings, subdivisions, final engineering plans for a subdivision, sector plans or sector plan amendments, or site plans that are located within one-half mile of the Seminole/Orange County line; B The Orange County staff and/or Board of County Commissioners may provide comments relating to appropriate buffering, transitional uses, impacts on the Orange County Comprehensive Plan and Orange County services and/or other mitigating measures; C Such comments received by Seminole County shall be included in all review materials for the proposal and shall be given consideration during the development review process. Seminole County may request additional information from Orange County regarding the proposals, if needed; D Notices shall be provided to the attention of the Orange County Mayor, Orange County Manager and Orange County Planning Division Manager; and Seminole County reserves the right to exercise the option identified in Sections 125.001 (2) and 125.001 (2)(a), Florida Statutes, to adopt a resolution authorizing participation of the Seminole County

	Board of County Commissioners in a duly advertised joint public meeting with the governing body of Orange County and the governing bodies of any Seminole County and Orange County cities involved in an issue of joint concern. The joint public meeting may be held to discuss the following: land planning and development; economic development; mitigating the impacts of proposed development on rural areas, natural areas, surface water quality, storm water management, multimodal mobility, and public safety, and any other matters of mutual interest. The meeting would be held in an appropriate public location.
Page IGC-8	Policy IGC 2.3 School Board Representation on the Planning Technical Advisory Committee (PTAC) The County will continue to encourage the active participation of a representative of the School Board of Seminole County on the PTAC and Public Schools Facilities Planning Committee (PSFPC).
Page IGC-9	Policy IGC 2.11 20212007 Interlocal Agreement for Public School Facility Planning and School Concurrency as Amended January 2008 The County shall enforce the terms and conditions, applicable to Seminole County, contained in the 20212007 Interlocal Agreement for Public School Facility Planning and School Concurrency as Amended January 2008, as executed by Seminole County, County Municipalities, and the School Board of Seminole County for coordinating land use, public school facilities planning, and school concurrency.
Page IGC-10	Policy IGC 2.13 Total Maximum Daily Load The County shall work cooperatively with the Florida Department of Environmental Protection (FDEP) to develop a proactive approach to the Total Maximum Daily Load (TMDL) process through the County's monitoring program, National Pollutant Discharge Elimination System (NPDES) program, Lake Management program, and County's Watershed Atlas project. These projects, and coordination between County and FDEP staff, with assistance from the County's consultant, has and will continue to enable the County to participate and have greater affect upon the development of TMDLs for all impaired water bodies, including those located within municipalities.
Page IGC-10	Policy IGC 2.16 Interlocal Agreement with School Board

	The County shall continue to implement those processes for which it is responsible in accordance with the Interlocal Agreement titled 2021“2007 Interlocal Agreement for Public School Facility Planning and School Concurrency as Amended January 2008” which the County entered into with the Seminole County School Board and the seven cities, as required by State Law. The 20212007 Interlocal Agreement As Amended January 2008 provides for sharing of data on student enrollment, population projections and educational facilities plans; procedures for joint planning for selection of new school sites, remodeling and closures of schools; inclusion of school capital improvement program for school capacity within the County and city Capital Improvement Elements in compliance with State Law; procedures for determining how services needed by a public school (such as sidewalks, roads, water or sewer) will be provided and a uniform Public School Concurrency process, as required by State Law. This Interlocal adopted in 2007 and amended in 2008 superseded an Agreement titled “Interlocal Agreement for Public School Facility Planning” that had been adopted in 2003.
Page IGC-11	Policy IGC 3.2 Division of Historical Resources The County shall continue to coordinate with the Department of State, Division of Historical Resources on Developments of Regional Impacts and Community Development Block Grant (CDBG)- site reviews, maintenance of the Florida Master Site File (FMSF), and future matching grants for identification, evaluation and planning for the management of historical resources within Seminole County.
Capital Improvements Element	Proposed Language
Page CIE-2	CAPITAL IMPROVEMENTS ELEMENT INTRODUCTION COMPLIANCE WITH CHAPTER 163, FLORIDA STATUTES, REQUIREMENTS FOR PUBLIC SCHOOL CONCURRENCY Public School Facilities Element - The County adopted a public school element on January 22, 2008, which added a new set of capital project tables starting with page Exhibit CIE: Facility Program – Public School Facilities. Two new policies have been added as part of the Evaluation and Appraisal Report update of the Comprehensive Plan: Policy CIE 1.13 Seminole County School Board Responsibilities and Policy CIE 3.6 Monitoring of Public School Facilities Level of Service.

	An update to the capital projects list for the element shall be adopted each year as part of the County's annual CIE Update in compliance with the "2007 Interlocal Agreement for Public School Facility Planning and School Concurrence as Amended January 2008". The Seminole County School Board is responsible for annually preparing and providing to the County and each municipality a financially feasible capital projects list for adoption by local jurisdictions.
Page CIE- 3	Policy CIE 1.2 Annual Review, and Update and Schedule Coordination The Capital Improvements Element shall concentrate on the first five (5) years of capital needs, shall be financially feasible and shall be reviewed and updated by ordinance annually <u>to ensure consistency with the County's Capital Improvement Program</u> (see five-year capital schedules of improvements for each facility-). <u>Updates shall remain consistent with regional and state agency plans; including the regional water supply plan adopted by St. Johns River Water Management District, Florida Statutes, and any Basin Management Actions Plans and shall be coordinated with the MetroPlan Orlando Transportation Improvement Program, Long-Range Transportation Plan, FDOT Five-year work program, and the most recent version of the School Board's Capital Improvement Plan (CIP), which is updated annually and included in the School Board's Budget Book.</u>
Page CIE- 3	<u>Policy CIE 1.3</u> <u>Capital Improvements Element Amendment Procedure</u> <u>Annual updates shall ensure that all scheduled projects remain consistent with LOS standards and coordinated with the County budget, the MetroPlan Orlando and FDOT five-year work program.</u> (NOTE: This was relocated from 1.4)
Page CIE- 4	Policy CIE 1.34 Florida Department of Transportation Capital Projects The schedule of capital improvements shall recognize as financially feasible the transportation projects within Seminole County included in the first three years of the adopted five-year Florida Department of Transportation work program.
Page CIE- 6	Policy CIE 1.13 Seminole County School Board Responsibilities The Seminole County School Board (School Board) shall be responsible for annually providing a schedule of capital

	improvements that the Board of County Commissioners (Board) shall recognize as being financially feasible and necessary to maintain the level of service standards detailed in the 2021²⁰⁰⁷ Interlocal Agreement for Public School Facility Planning and School Concurrency as amended January 2008^{and adopted by the Board on January 22, 2008}. The schedule provided will be incorporated into the County's annual Capital Improvements Element Update. Funding for the school projects shall be the responsibility of the School Board.
Page CIE- 7	Policy CIE 2.5 Financial Management, Debt Management Principles and Developer Commitments The County shall continue to issue, manage and evaluate its debt obligations in ^{in accordance with} sound fiscal management principles, while ensuring the financial feasibility of the Capital Improvements Program. Debt shall be structured taking into account ^{considering} existing legal, economic, financial and debt market considerations. At a minimum, the County shall adhere to the following objectives: (NOTE: Section continues without changes)