



# Town of Windermere Comprehensive Plan

## Volume 2: Data & Analysis

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# Town of Windermere

## Comprehensive Plan

### Data and Analysis

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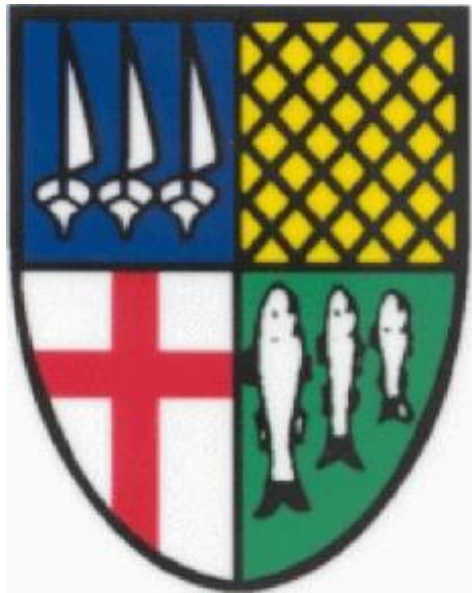
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CHAPTER 1  
FUTURE LAND USE ELEMENT



TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA



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## CHAPTER 1 FUTURE LAND USE ELEMENT

### A. INTRODUCTION

#### 1. Purpose

The purpose of the *Future Land Use Element* is the designation of future land use patterns as reflected in the goals, objectives and policies of the local government comprehensive plan elements.

As the traditional keystone of the *Comprehensive Plan*, the *Future Land Use Element* sets forth the physical plan for the future development of the Town. The Town's current limits are shown on the Town's *Boundary Map* (see Appendix A) The *Future Land Use Element* describes the appropriate location for the future land uses and promulgates the policies regulating the location and development of all land uses. The *Future Land Use Element* sets forth not only the density and intensity of land uses appropriate for allocations but also considers other factors affecting land use development, such as timing, cost, and current development trends.

While each *Element* within the *Comprehensive Plan* is important, the *Future Land Use Element* is arguably the most important as it must be consistent with all other *Comprehensive Plan Elements* and articulate the *Goals, Objective and Policies* of these other *Elements* in the form of specific land use policies.

The *Existing Land Use Map* (see Appendix A) included as part of this *Element*, describes the location and distribution of land uses in Windermere in 2018. The *Future Land Use Map* (also included in this *Element*) is the focus of the *Comprehensive Plan*. It indicates the proposed location and distribution of land uses in the year 2035. All policies contained within this *Comprehensive Plan* must be consistent with the *Future Land Use Map* (see Appendix A). Apparent inconsistencies among policies are resolved by the *Future Land Use Map* itself or at the more detailed scale of project planning and in specific development proposals. All land development regulations in effect subsequent to the adoption of this *Comprehensive Plan* must be consistent with the *Future Land Use Map*. The Windermere *Land Development Regulations*, especially, shall rely upon the *Future Land Use Map* for their rational basis.

This *Future Land Use Element* is a required element; the minimum criteria for its contents are established in Chapter 163, Part II, F.S.. This *Future Land Use Element* was formulated to be consistent with those criteria as well as relevant sections of, the State *Comprehensive Plan*, and the *East Central Florida Regional Planning Council 2060 Plan*.

**B. POPULATION ESTIMATES AND FORECASTS**

In order to plan for growth, it is first necessary to project the number of persons that will reside in the Town. The effectiveness of a local government’s comprehensive plan depends principally on the accuracy of population projections for both resident and seasonal populations. These predictions for the future are the basis of planning for future land use, housing, recreation and open space, and public services and infrastructure needs.

Windermere’s population has grown over the years. In 2000, the Town had a population of 1,897. By 2010, the population of Windermere increased to 2,462. In 2016, the Town’s population increased to 2,889. Population projections prepared by the Shimberg Center for Affordable Housing indicate that Windermere will have 1,439 new residents by the year 2035 (see Table 1). It is important to note that there are only 80 acres of vacant residential lots, 30 acres of vacant agricultural lots, and 0.38 vacant institutional acres in the Town; therefore Windermere is almost built out. Also, with the exception of limited vacant lands adjacent to the eastern and western Town limits (outside of the Town limits), there are no other vacant lands adjacent to Windermere. As such, annexations to the Town limits will be primarily existing single-family subdivisions that are built out. The only way that Windermere’s population will significantly grow during the planning period is the annexation of the adjacent residential subdivisions or the annexation of the limited vacant land mentioned above.

**TABLE 1: POPULATION PROJECTION BY AGE**

<b>Age Group</b>	<b>2016</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>
0-14 years old	540	565	666	756	823
15-24 years old	369	422	426	416	456
25-34 years old	150	175	209	248	235
35-44 years old	243	227	292	351	401
45-54 years old	517	496	434	392	482
55-64 years old	546	655	665	626	515
65-74 years old	314	408	544	680	667
75+ years old	210	274	402	563	749
<b>Total</b>	<b>2,889</b>	<b>3,222</b>	<b>3,638</b>	<b>4,032</b>	<b>4,328</b>

Source: Shimberg Center for Affordable Housing, University of Florida – December 2017; population estimate (2016) and projections (2020-2035) sourced from University of Florida Bureau of Economic and Business Research (BEBR) and State of Florida Office of Economic and Demographic Research (EDR).



**C. EXISTING CONDITIONS**

**1. EXISTING LAND USE**

The Town’s *Existing Land Use Map* was updated using Geographic Information Systems (GIS) data from the Orange County Property Appraiser. The amount of acreage located within the Town’s *Existing Land Use Map* is presented in Table 2.

**TABLE 2: ACREAGE WITHIN EXISTING LAND USE CATEGORIES**

<b>Existing Land Use</b>	<b>Acreage</b>	<b>Percentage of Total</b>
Residential		
<i>Vacant Residential</i>	79.48	4.67%
<i>Private Common Areas</i>	75.76	4.45%
<i>Single Family</i>	730.74	42.93%
<i>Multi-Family</i>	0.85	0.05%
<i>Improved HOA</i>	1.70	0.10%
Recreation	54.37	3.19%
Public Use (includes utilities, roads, ROWs, educational facilities, government facilities, and institutions)		
<i>Vacant Institutional</i>	0.38	0.02%
<i>Institutional (Churches, Schools)</i>	20.43	1.20%
<i>Utilities/Telecommunications</i>	1.53	0.09%
<i>Municipal (Other Than Public Parks)</i>	6.65	0.39%
<i>RROWs/Other Government Use</i>	7.68	0.45%
Agricultural	29.38	1.73%
Vacant Commercial	0.06	0.00%
Commercial	5.02	0.29%
Conservation	15.76	0.93%
Lakes, Canals, Ponds	515.25	30.27%
Other (Non-Parcels, Road Centerlines, etc.)	157.15	9.23%
<b>Total</b>	<b>1,702.20</b>	<b>100.00%</b>

Source: Orange County Property Appraiser 2018 DOR Annual Real Estate Tax Roll File and Wade Trim, Inc., May 2018.

**2. FUTURE LAND USE**

The Town’s Future Land Use Map consists of seven (7) land use districts: Residential, Public Use, Commercial, Conservation, Planned Unit Development, Agriculture, and Recreation. The amount of acreage located within the Town’s Future Land Use Map is presented in Table 3.

**TABLE 3: ACREAGE WITHIN FUTURE LAND USE DISTRICTS**

<b>Future Land Use</b>	<b>Acreage</b>	<b>Percentage of Total</b>
Residential	829.59	48.74%
Public Use	47.11	2.77%
Commercial	4.95	0.29%
Conservation	17.94	1.05%
Planned Unit Development	46.44	2.73%
Agriculture	26.65	1.57%
Recreation	54.15	3.18%
<i>Non-Regulated – Water Bodies</i>	510.45	29.99%
<i>Non-Regulated – Non-Parcels, Road Centerlines, etc.)</i>	164.92	9.69%
<b>Total</b>	<b>1,702.20</b>	<b>100.00%</b>

Source: Wade Trim, Inc., May 2018.

The land use classifications in the Town as depicted on the Future Land Use Map are defined below.

**Residential Single Family** - This category on the *Future Land Use Map* denotes all land used for residential purposes, including single family dwellings, accessory apartments and guesthouses, rectories, modular/manufactured housing, and group homes and foster care facilities as required by State law, but specifically excludes recreational vehicles, travel trailers, or similar vehicles. Residential single-family use is permitted in all areas of the Town except the public use, recreational, conservation and commercial areas in Town. In addition to lots platted or created by record prior to the adoption of the comprehensive plan, the Town permits 1 dwelling unit per acre for lakefront lots and 1 dwelling unit per ¾ acre for interior lots on this land use category.

**Recreation** - This category on the *Future Land Use Map* denotes all land used for outdoor recreational activities such as picnicking, jogging, cycling, arboretums, hiking, playgrounds, ball fields, outdoor ball courts, outdoor swimming pools and water-related or water dependent uses such as boat ramps, fishing docks and piers, and all similar outdoor recreation uses, whether public or private.

**Public Use** - This category on the *Future Land Use Map* denotes all land used for emergency service activities for fire, police, ambulance and rescue, as well as water plants, electric sub-stations and telephone exchanges. On the *Future Land Use Map*, this category includes utilities and telecommunications, government owned facilities, and institutional facilities such as educational facilities, preschool and day care facilities, churches, residential care facilities and other similar institutional uses. The Town permits an impervious surface ratio of 0.80 and floor area ratios of 0.50 for public services, 1.0 for government facilities, and 0.75 for institutional.

**Agriculture** - This category on the *Future Land Use Map* denotes all land used for residences, croplands, groves, pastures, forestry, aquaculture, and buildings which are an accessory to these agricultural uses. The Town permits 1 dwelling unit per 10 acres on agriculture lands.

**Commercial** - This category on the *Future Land Use Map* denotes all land used for retail and wholesale trade, offices, restaurants, and professional services. Commercial uses found in Town include, but are not limited to, doctors, dentists, financial real estate, insurance, travel, dance studio, barber and beauty shop, boutiques, ice cream shop, wine market, framing shop, convenience store, florist and general office uses. Commercial land is indicated in the Town Center District and will continue to be a permitted land use. The Town permits an impervious surface ratio of 0.80 and floor area ratios of 0.60 for commercial and restricted commercial uses, 0.30 for public uses, and 1.0 for government facilities located on commercial land uses.

**Conservation** - This category on the *Future Land Use Map* denotes all land used for wetlands, some uplands, public managed lands, floodplains, flood prone areas, and other areas in which valuable natural resources are found. The Town permits an impervious surface ratio of 0.20 on conservation lands.

**Lakes** - This category on the *Future Land Use Map* denotes all water bodies such as lakes, canals, or ponds in the Town limits.

**Planned Unit Development** - The Town's *Planned Development District Ordinance* permits a variety of residential structures and a diversity of building arrangements as well as complementary and compatible commercial uses and public or quasi-public facilities developed in accordance with an approved development plan. This district will also assist in the proper land uses for land annexed into the Town.

- The Town Center Overlay District is the Town's only overlay district and applies to the area at the downtown core located roughly north of 7<sup>th</sup> Avenue and south of 4<sup>th</sup> Avenue. This district allows for complementary and compatible commercial, office, public and quasi-public land uses and provides opportunities for the application of innovative design to create an aesthetically pleasing downtown. Properties within the Town Center Overlay District are subject to design guidelines unique to the overlay district.

- There is also a subset of the *Planning Unit Development* for residential subdivisions. This PUD Residential land use district is only applicable to the existing subdivisions at Estancia at Windermere and Rosser Reserve.

### **3. LAND AVAILABLE FOR DEVELOPMENT**

As previously mentioned, there are only 80 acres of vacant residential lots, 30 acres of vacant agricultural lots, and 0.38 vacant institutional acres in the Town; therefore, Windermere is almost built out (see the Town’s *Vacant Lands Map* in Appendix A). Also, with the exception of limited vacant land adjacent to the eastern and western Town limits (outside of the Town limits), there are no other vacant lands adjacent to Windermere. As such, annexations into the Town limits will be primarily existing single-family subdivisions that are built out. The land that is available for development in Windermere, as well as the limited vacant land mentioned above, is suitable for development.

### **4. AVAILABILITY OF FACILITIES AND SERVICES TO SERVE EXISTING AND APPROVED USES**

The following data and analysis describes the availability of services and facilities to support development.

#### **a. Sanitary Sewer**

The only sanitary sewer in the Town serves the subdivisions of Estancia at Windermere and the Rosser Reserve; all other users currently utilize septic systems. Sanitary sewer is currently provided by the Orange County Utilities. The Town has adopted a level of service for sanitary sewer of 300 gallons per day per equivalent residential unit.

#### **b. Potable Water**

Windermere’s potable water system is operated by Orange County Utilities. According to the 2017 Water Supply Facilities Work Plan (WSFWP), Orange County Utilities is allocated, through various water supply permits, 102.4 mgd of groundwater. Of that amount, the Town of Windermere is expected to utilize only 0.38% or 0.39 mgd.

The Town has an adopted level of service standard of 350 gallons per day per equivalent residential unit. The Town’s single-family residential potable water customers meet the adopted LOS standard for water capacity. Orange County Utilities, the Town’s potable water provider, has sufficient potable water capacity to meet the population demands during the planning period.



**c. Solid Waste**

Windermere’s level of service standard for solid waste is 4.0 pounds per person per day. The Town’s solid waste is hauled to a County facility by private contractors. Based on data provided by the Town’s Public Works Department, the garbage generated by the residential and commercial customers averages 3.31 pounds per person per day and meets the adopted level of service standard. The County’s Solid Waste Management System consists of three facilities as detailed below.

The County's major facility is a 5,000-acre landfill site, located in east Orange County, at the east terminus of Young Pine Road. This facility was expanded from its original 1,500-acre size. The expanded site provides additional landfill area, maintains an adequate buffer from future residential development and facilitates restoration of the wetlands. It is estimated that the life of the landfill is over 20 years.

A second facility is the Porter Transfer Station, which is located in west Orange County near Good Homes Road and State Road 50.

The third facility is the McLeod Road Transfer Station, located in the City of Orlando, but operated by Orange County.

**d. Stormwater Drainage**

The Town outlines the minimum level of service (LOS) standard for drainage facilities as providing for the 100-year, 24-hour rainfall event and providing retention for water quality consistent with new and innovative techniques. The Town requires that all new development provide evidence to show that LOS ratings in stormwater conveyances serving the new development will not be degraded to an LOS lower than currently exists as a result of the new development’s construction and stormwater runoff contribution. Windermere regulates drainage through the Land Development Regulations and requires that improvements adding 125 square feet or more of impervious surface area provided corresponding onsite retention for the first inch of rainfall.

**e. Transportation**

The Town’s adopted level of service is D for collector roadways and E for local roads. Based on Kimley-Horn and Associates, Inc., *Town of Windermere Area Wide Traffic Study*, February 2017, the segment of 6th Avenue measured from Main Street to South Apopka Vineland Road, is over capacity. Proposed major developments that will impact this road segment will need to follow the Transportation Proportionate Fair Share Program.

The Transportation Proportionate Fair Share System is used as part of the development review process in order to ensure that improvements are made to the transportation network to alleviate further degradation of the overall transportation system.

There are no planned roadway projects that will add capacity to the roadway network. There are no reserved trips from approved development within the Town that will impact these facilities.

**f. Recreation**

Recreational lands within the Town are depicted on the *Existing Land Use Map* and *Future Land Use Map*. There are about 54 acres of recreation land available on the Town’s *Future Land Use Map* to meet the recreational needs of Windermere’s residents and visitors. The Town’s established advisory levels of service for park land, tennis courts, boat ramps, and bike paths. The Town’s standard for active recreation is 2.5 acres per 1,000 population and for passive recreation is 10 acres per 1,000 population. The Town has sufficient recreation land to support the projected population demand during the planning period. During the planning period, the Town will continue to utilize existing rights-of-way, easements, HOA and government-owned properties to provide opportunities for recreation.

**5. HISTORICAL AND ARCHEOLOGICAL RESOURCES**

The Florida Division of Historical Resources maintains and regularly updates the *Florida Master Site File*. The *Florida Master Site File* is a paper file archive and computer database of recorded historical cultural resources in Florida. Categories of resources recorded at the Site File include archaeological sites, historical structures, historical cemeteries, historical bridges and historic districts. The *Site File* also holds copies of survey reports and other manuscripts relevant to Florida history and prehistory. As of November 2017, there were no historic structures or sites added to the State’s *Master Site File*. Three structures were listed in the National Register of Historic Places (see Table 4).

**TABLE 4: HISTORIC SITES AND STRUCTURES**

Site Name	Address	Date Certified
Palmer, Cal Memorial Building	502 Main Street	11/29/1995
1890 Windermere School*	113 W. Seventh Avenue	6/5/2003
Windermere Town Hall	520 Main Street	6/3/1994

Source: Florida Department of Historical Resources, Florida Master Site File – November 2017.

\*Name as appears on the National Register of Historic Places. The Town of Windermere locally refers to this site as, “1887 Schoolhouse”.

## 6. NATURAL RESOURCE MANAGEMENT

In this section, natural resource protection which is applicable to Windermere is discussed. The Town contains no Areas of Critical State Concern as established in Chapter 380.05, Florida Statutes. According to SFWMD and the Army Corps of Engineers, there are no dredge spoil disposal sites within the Town.

### a. Surface Waters

Portions of Lake Down, Lake Bessie (not in chain), Lake Crescent, and several unnamed lakes are within the Town limits. The majority of these lakes are managed by the County. Wauseon Bay and Lake Butler are part of the Butler Chain of Lakes which is an “Outstanding Florida Water” as designated by the Florida Department of Environmental Protection (FDEP) under authority of Section 403.061 (27), Florida Statutes as worthy of special protection because of their natural attributes. The lakes are used for boating, swimming, fishing and other water-related activities. Pollution of the lakes comes from residential lawn fertilizer, road runoff and occasional drainage from unincorporated Orange County into the Chain from other bodies of water. Boat engines and people also pollute the lakes.

### b. Floodplains

Floodplains are valuable resources which provide a rich diversity of vegetation and wildlife. These areas are sources for groundwater recharge that filters through soils during high water levels. The 100-year floodplains are also subject to inundation during a 100-year storm, causing loss of life and property, disruption of services, and economic loss. These areas cannot tolerate continued development which, in effect, retards their ability to absorb water and restrict the flow of water from adjacent higher elevation areas.

Orange County’s Geographic Information Systems (GIS) database shows that there are 100-year floodplains or “Special Flood Hazard Areas” in the Town (see the Town’s *Floodplains Map* in Appendix A). The FEMA flood zone designations in Windermere are as follow:

- Zone AE - Special flood hazard where base flood elevations are provided.
- Zone AH - Special flood hazard areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage.
- Zone X - Areas outside the special flood hazard area and higher than the 100-year floodplain.

Development within floodplains will continue to be closely scrutinized to ensure compliance with established regulations.

**c. Wetlands**

Wetlands by definition are transitional lands between terrestrial and aquatic systems where the water table is usually at or near the surface, or the land is covered with shallow waters. Wetland functions are interconnected with the hydrology of the area. This connection determines the presence, extent, movement, and quality of water in the wetland. The Town identifies some wetlands as conservation lands on the *Existing Land Use Map and Future Land Use Map*. It is estimated that wetlands account for about 88 acres in the Town (see the Town’s *Wetlands Map* in Appendix A).

**d. Groundwater Resources**

The Floridan aquifer is the principal source of drinking water for Orange County. At present, this aquifer supplies 100 percent of Orange County's potable water for public supply and a substantial portion of water used for irrigation, industrial, domestic and agricultural purposes. Most of the water in the Floridan aquifer is derived from an average annual rainfall of approximately 50 inches.<sup>1</sup> Groundwater recharge to the Floridan aquifer is from infiltration of rain through the relatively thin, semi-permeable intermediate confining unit in the northwestern and western section of Orange County and from rapid infiltration basins such as Reedy Creek in southwest Orange County.

Aquifer recharge is the process whereby rainfall percolates downward through the soil to reach the underlying aquifers. There are four types of recharge areas in Orange County, based on data supplied by the State of Florida. Below is a detailed description of these recharge categories.

**Areas of generally no recharge.** Areas of generally no recharge usually do not allow water to percolate into the aquifer. These areas often exist where the water table lies above land surface.

**Areas of very low recharge.** Areas of very low recharge have less than two inches of recharge per year. These areas have similar characteristics as areas of no recharge. However, in low recharge areas the water table will drop below the land surface during the dry season and allow water to percolate downward. These areas often have high concentrations of clay soils.

**Areas of very low to moderate recharge.** Areas of very low to moderate recharge generally experience two to ten inches of recharge per year, per acre. In these areas, the water table lies below land surface, which enables recharge to occur. However, these areas often have high amounts of clay-like soils that reduce the ability of water to percolate downward.

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<sup>1</sup> Adamski, James C. and Edward R. German (2004), Hydrogeology and Quality of Ground Water in Orange County, Florida, U.S. Geological Survey Water-Resources Investigations Report 03-4257



**Areas of high recharge.** Areas of high recharge are characterized by several characteristics.

- Sandy soils and sink holes are common.
- The water table is significantly below land surface, enabling water from prolonged rains to be stored without the water table rising to the land surface.

While most of Orange County is located in an aquifer recharge area, the Town of Windermere is located in a very low to moderate recharge area with a recharge rate of 1 to 10 inches per year.

**e. Cone of Influence**

Cone of influence is an area around one or more major wellfields, the boundary of which is determined by the government agency having specific statutory authority to make such a determination based on groundwater travel or drawdown depth. A waterwell is a well excavated, drilled, dug, or driven for the supply of industrial, agricultural, or potable water for general public consumption.

Generally, the term cone of influence can be defined as the land area surrounding a well on which a present or future land use has the potential to negatively impact an aquifer as a result of the induced recharge from that well's cone of depression. The purpose of delineating a cone of influence is to protect the current and future water supply.

One very important aspect of any cone of influence designation involves limiting the scope of the area as a cone of influence. The two most acceptable means of designating a cone of influence are by travel time and drawdown depth. The term drawdown depth refers to the difference between the elevation of the natural water level and the cone of depression. Travel time is the number of days or years it takes for water on the land's surface to reach a well system.

The Town restricts development from occurring within 300 feet in diameter of any public wells. The Town also has established a 600 feet in diameter wellhead protection area. The wellhead protection areas for the Town are shown on the *Future Land Use Map*

**f. Soils**

Soils are an important aspect in land development. The physical and chemical properties of soils restrict the intensity of development through limitations on road construction, landfill siting, septic tank operation, and building placement.

There are a variety of soil types in Windermere (see the Town's *Soils Map* in Appendix A). The general descriptions of the soils in the Town are found below in Table 5. The predominant soil composition in the Town is Tavares, comprising 45% of the Town's area. Tavares drains moderately well and has low steel corrosion but high concrete corrosion. Tavares soil underlies the historic Town Center and several other neighborhoods north of Wauseon Bay.

**TABLE 5: SOILS**

<b>Soil Type</b>	<b>Hydric Soil</b>	<b>Drainage Class</b>	<b>Concrete Corrosion</b>	<b>Steel Corrosion</b>	<b>Acres</b>
Archbold Fine Sand, 0 To 5 Percent Slopes	No	Moderately Well Drained	Moderate	Low	0.27
Arents, Nearly Level	No	Somewhat Poorly Drained	High	Low	67.45
Basinger Fine Sand, Depressional	Yes	Very Poorly Drained	Moderate	High	18.84
Candler-Apopka Fine Sands, 5 To 12 Percent Slopes	No	Excessively Drained	High	Low	28.72
Florahome Fine Sand, 0 To 5 Percent Slopes	No	Moderately Well Drained	High	Low	1.30
Immokalee Fine Sand	No	Poorly Drained	High	High	38.41
Ona Fine Sand	No	Poorly Drained	High	High	3.77
Samsula Muck	Yes	Very Poorly Drained	High	High	0.93
Sanibel Muck	Yes	Very Poorly Drained	Moderate	High	88.88
Seffner Fine Sand	No	Somewhat Poorly Drained	Moderate	Low	1.20
Smyrna Fine Sand	No	Poorly Drained	High	High	152.46
Smyrna-Urban Land Complex	No	Poorly Drained	High	High	20.96
St. Johns Fine Sand	No	Poorly Drained	High	High	8.60
Tavares Fine Sand, 0 To 5 Percent Slopes	No	Moderately Well Drained	High	Low	305.28
Tavares-Urban Land Complex	No	Moderately Well Drained	High	Low	265.88
Tavares-Millhopper Fine Sands, 0 To 5 Percent Slopes	No	Moderately Well Drained	High	Low	190.61
Water	Unranked	N/A	N/A	N/A	508.73

Notes: Drainage Class - Identifies the natural drainage conditions of the soil and refers to the frequency and duration of wet periods.

Concrete Corrosion - Susceptibility of concrete to corrosion when in contact with the soil.

Steel Corrosion - Susceptibility of uncoated steel to corrosion when in contact with the soil.

Source: U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) SSURGO Soil Survey, 2015

**g. Air Quality**

Air quality is another example of a natural resource that impacts the Town's and surrounding areas quality of life. On average, Orange County's air quality can be considered good.<sup>2</sup> Records compiled over the past 10 years indicate acceptable levels of sulfur dioxide (SO<sub>2</sub>), particulate matter (PM), nitrogen dioxide (NO<sub>2</sub>), carbon monoxide (CO) and ozone (O<sub>3</sub>). Applicable Federal standards for ozone and particulate matter are exceeded only occasionally, and then primarily due to weather conditions or wild fires.

In 2015, the U.S. Environmental Protection Agency (EPA) announced new, stricter air quality standards to be phased in over several years. Attainment of acceptable air quality standards is the result of practicing a number of pollution control strategies. These include enforcement of State and Federal regulations, keeping an accurate and comprehensive inventory of emission sources, and monitoring air quality to determine the effectiveness of control strategies. For the Metropolitan Orlando Area the Air Quality Index (AQI) is in the good category on average<sup>3</sup> and the area has attainment status for acceptable pollutant levels under the Clean Air Act.<sup>4</sup>

Orange County's Air Quality Management (AQM) section also ensures that the air quality of Orange County meets standards set forth in the Federal Clean Air Act and in the Florida Statutes. The AQM section's primary duties include permitting, compliance (including asbestos), monitoring, and community outreach.

**D. ANALYSIS**

**1. ECONOMIC VITALITY**

Economically, the Town is a “bedroom community” to the larger urban area of Orange County and Orlando. The Town is now, and plans to continue, as a residential community. The small, three block strip of commercial land along Main Street from 4th to 7th Avenue, which primarily serves the immediate convenience need of the Town's residents, is for local use. The Town's Center does not significantly impact the economic vitality of the region. Other municipalities and commercial areas in Orange County provide employment and needed services within reasonable commuting areas of the Town.

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<sup>2</sup> Florida Department of Environmental Protection, <https://floridadep.gov/air/air-monitoring>

<sup>3</sup> U.S. Environmental Protection Agency, [www.airnow.gov](http://www.airnow.gov); [www.epa.gov/green-book](http://www.epa.gov/green-book)

<sup>4</sup> Orange County, Florida, [www.orangecountyfl.net/Environment/AirQualityManagement](http://www.orangecountyfl.net/Environment/AirQualityManagement)

## **2. NONCONFORMING AND INCOMPATIBLE USES**

Land use conflicts arise when uses are introduced in dissimilar areas without proper buffering. With the exception of a few homes, some built prior to the Town’s current zoning regulations, all homes in the Town conform to the Town’s Zoning Regulations. The *Future Land Use Map* and the *Windermere Land Development Regulations* set forth the appropriate locations for land uses in the Town in order to eliminate existing land use conflicts. The Town’s *Land Development Regulations* address incompatibilities through control of nonconforming uses.

## **3. AVAILABILITY OF FACILITIES AND SERVICES**

This section provides an overview of the availability of public facilities and services in Windermere during the planning period.

There is currently only central wastewater systems in the Town at the subdivisions of Estancia at Windermere and Rosser Reserve. However, the Town has adopted a level of service for sanitary sewer of 300 gallons per day per equivalent resident unit.

The Town is provided potable water service by Orange County Utilities. The system has enough capacity to support the population demand during the planning period.

The Town’s solid waste level of service standard for solid waste is 4.0 pounds per person per day for residential customers and 2.0 pounds per person per day for commercial customers. There is sufficient capacity in the County’s landfill to support the population demand during the planning period.

The Town shall continue to require development to provide for the 100-year, 24-hour rainfall event and provide retention for water quality consistent with new and innovative techniques. The Town shall also continue to require that all new development provide evidence to show that LOS ratings in stormwater conveyances serving the new development will not be degraded to an LOS lower than currently exists as a result of the new development’s construction and stormwater runoff contribution.

The segment of 6th Avenue, from Main Street to South Apopka Vineland Road, is the only road segment in Windermere that is over capacity. Proposed major developments that will impact this road segments will need to follow the Transportation Proportionate Fair Share Program. The Town shall continue to enforce the Transportation Proportionate Fair Share Program on developments that will reduce the level of service below the adopted LOS standard. There are no planned projects that will add capacity to the roadway network. There are no reserved trips from approved development within the Town that will impact these facilities.

There are about 54 acres of recreation land available on the Town's *Future Land Use Map* to meet the recreational needs of Windermere's residents and visitors. The Town's established advisory levels of service for park land, tennis courts, boat ramps, and bike paths. The Town has sufficient recreation land to support the population demand during the planning period.

#### **4. GROUNDWATER RECHARGE**

As previously mentioned, Windermere is located in a very low to moderate recharge area with a recharge rate of 1 to 10 inches per year. There are no known groundwater recharge problems in Windermere. The Town shall continue to protect the quality of groundwater recharge through enforcing the Town's Land Development Regulations. The quality of groundwater recharge shall also be protected by ensuring that all stormwater conveyances serving new development does not degrade the LOS lower than currently exists as a result of the new development's construction and stormwater runoff contribution.

#### **5. ANALYSIS OF EXISTING VACANT LANDS**

As previously mentioned, there are only 80 acres of vacant residential lots scattered across Town and 0.38 vacant institutional acres in the Town (see the Town's *Vacant Lands Map*). The soils on these vacant lands are overall suitable for development. The elevation on these vacant lands range from 100 feet mean sea level (MSL) to 125 feet MSL. There are no known sinkholes located on these vacant lands. Some vacant agricultural lands have wetland characteristics as identified by the National Wetlands Inventory (NWI); however, there are no known environmentally sensitive lands or significant natural resources located on vacant residential lots that will prevent their development.

#### **6. ANALYSIS OF LAND NEEDED TO ACCOMMODATE PROJECTED POPULATION**

As previously mentioned, Windermere is a small town that is almost built out. There are only 80 acres of vacant residential lots, 30 acres of vacant agricultural lots, and 0.38 vacant institutional acres in the Town. With the exception of limited vacant land adjacent to the eastern and western Town limits (outside of the Town limits), there are no other vacant lands adjacent to Windermere. As such, annexations will be primarily existing single-family subdivisions that are built out. The primary way that Windermere's population will significantly grow during the planning period is the annexation of the adjacent residential subdivisions or the annexation of the limited vacant land mentioned above.

The Town has identified the land needed to support the population demand of 2035, if there was land available to develop (see Table 6). Based on the analysis featured in Table 6, the Town will need an additional 282 acres in order to support the 2035 population of 4,328.

**TABLE 6: LAND REQUIREMENTS FOR PROJECTED POPULATION NEEDS**

Future Land Use	Non-Vacant Acreage* Supporting 2016 Population	Future Land Use Map Acreage	Acreage Needed to Support 2020 Population**	Surplus/ Deficit FLUM Acreage 2020	Acreage Needed to Support 2025 Population	Surplus/ Deficit FLUM Acreage 2025	Acreage Needed to Support 2030 Population	Surplus/ Deficit FLUM Acreage 2030	Acreage Needed to Support 2035 Population	Surplus/ Deficit FLUM Acreage 2035
Residential Single Family	733	876	818	58	923	(47)	1,023	(147)	1,099	(222)
Recreation	54	54	60	(6)	68	(14)	75	(21)	81	(27)
Public Use (includes utilities, roads, ROWs, educational facilities, government facilities, and institutions)	36	47	40	7	46	1	51	(4)	54	(7)
Agricultural	29	27	33	(6)	37	(10)	41	(14)	44	(17)
Commercial	5	5	6	(1)	6	(1)	7	(2)	8	(3)
Conservation	16	18	18	0	20	(2)	22	(4)	24	(6)
<b>Total</b>	<b>874</b>	<b>1,027</b>	<b>974</b>	<b>52</b>	<b>1,100</b>	<b>(73)</b>	<b>1,219</b>	<b>(193)</b>	<b>1,309</b>	<b>(282)</b>

Notes: \*Excludes all vacant parcels, unimproved private common areas, water bodies, and other non-parcels

\*\*Based on the following formula – (2018 Acres of Occupied Parcels ÷ 2016 Population) \* Projected Population

Source: Orange County Property Appraiser 2018 DOR Annual Real Estate Tax Roll File and Wade Trim, Inc., February 2018

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Based on the data featured in Table 6, another 3 acres of commercial land use is required during the planning period. Shopping and services not provided within the Town are provided in nearby areas. The Town does not want to increase commercial activity beyond the Town Center; to that end residential conversions to office and commercial uses along Main Street are prohibited. The present commercial uses are concentrated in a 3-block area along Main Street with no distressed areas or facilities in need of redevelopment. Adequate conservation land is available as indicated in the *Conservation Element*.

## **7. VISION PLAN**

During 2002, the Town undertook a Visioning Process encompassing the entire downtown central business district as well as the surrounding residential areas. This process involved the entire Town residents and included resident surveys, a questionnaire, a series of Town meetings and a planning and design charrette with Town residents. Out of the process, a *Vision Plan* emerged which clearly identified a vision for the area generally encompassing Main Street between 4<sup>th</sup> and 7<sup>th</sup> Avenue. Uses prevalent within this area include civic, public, institutional, commercial, restricted commercial, office, recreation, and residential. All of these uses were considered viable Town Center uses by the residents and have been incorporated into the permitted land uses for the designated Town Center.

A majority of the Town residents participating in the planning and visioning process favored a mixture of uses, building on the existing land uses in the Center. It should be noted some residents did not favor the additional commercial uses or an expansion of existing non-residential uses, due to the proximity of similar uses east of the Town at Apopka Vineland Road and Conroy Windermere Road.

After due consideration of the issues, the desire to reduce traffic trips through Town and the desire to enhance the Town Center, the Council voted to adopt the *Vision Plan* presented by the consultants and agreed to implement the concept over time through the use of the PUD Zoning District. A special Town Center PUD Overlay District was adopted with design guidelines (see *the Future Land Use Map* Inset in Appendix A).

## **8. ANALYSIS OF NEED FOR REDEVELOPMENT**

No blighted areas or areas inconsistent with the community's character and proposed future land uses are found in the Town.

## **9. ANALYSIS OF FLOOD PRONE AREAS**

No estuarine systems or natural reservations are present other than the surrounding lakes, which are designated as Outstanding Florida Waters (OFW). The Town shall continue to ensure that development within floodplains will be closely scrutinized to ensure compliance with established Land Development Regulations. No vacant lots in Town are unsuitable for building and use of septic tanks.

## **10. AN ANALYSIS OF LAND USE PROBLEMS AND POTENTIAL USE PROBLEMS**

No major current or potential land use problems are seen within the Town. A minor problem that can become serious if not abated is lack of total enforcement of current Town regulations.

## **11. URBAN SPRAWL**

The Town does not promote the approval of development that will contribute to “urban sprawl.” An analysis corresponding to measures the Town implements to discourage a proliferation of urban sprawl is featured in this section. The primary urban sprawl indicators are described below.

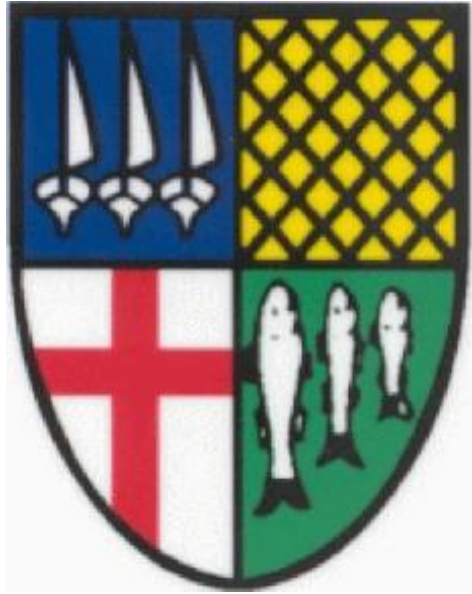
1. Promotes, allows or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses in excess of demonstrated need. Residential is the primary land use and zoning district in Windermere. The land development regulations permit single-family residential and accessory apartments, public service, and public elementary school in the Residential Zoning District. The permitted uses in the Planned Unit Development zoning district include: Residential, Restricted Commercial, Outdoor Recreation, Public Service, Conservation, Institutional, Government Offices and Facilities, and Public Middle and High Schools.
2. Promotes, allows or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development. All new development must prove that it will be served by adequate public facilities prior to the issuance of a development order. The new development must also demonstrate that it will not degrade the LOS beyond the adopted standard.
3. Promotes, allows or designates urban development in radial, strip, isolated or ribbon patterns generally emanating from existing urban developments. The residential character of the Town, the small commercial area and the traffic pattern (only 6 entries into the downtown) preclude strip developments. Shopping is now provided in nearby Ocoee, Winter Garden, and unincorporated Orange County.

4. As a result of premature or poorly planned conversion of rural land to other uses, fails adequately to protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems. The Town protects and conserves all natural resources by enforcing the requirements of this *Comprehensive Plan* and the Town's Land Development Regulations.
5. Fails adequately to protect adjacent agricultural areas and activities, including silviculture, and including active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils. There are about 30 acres of agricultural land in the Town. The Town permits 1 dwelling unit per lot platted prior to 1975, or 1 dwelling unit per 10 acres. The Town feels that the adopted standard is adequate to protect these agricultural areas in and/or adjacent to the Town.
6. Fails to maximize use of existing public facilities and services. The Town tracks impacts to its infrastructure to ensure that existing public facilities and services have enough capacity to support the population demand. All deficiencies are identified prior to the expansion of any public facilities and services in Town. Any deficiencies are incorporated in the *Capital Improvements Element*.
7. Fails to maximize use of future public facilities and services. The Town tracks impacts to its infrastructure to ensure that future public facilities and services have enough capacity to support the population demand. All deficiencies are identified prior to the expansion of any public facilities and services in Town. Any deficiencies or future projects are incorporated in the *Capital Improvements Element*.
8. Allows for land use patterns or timing which disproportionately increase the cost in time, money and energy, of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

9. Fails to provide a clear separation between rural and urban uses. With the exception of the scattered agricultural lands, there are no rural land uses in and/or adjacent to Windermere. There is limited vacant land(outside of the Town limits) to the east of the Town limits. However, this land is surrounded by urban uses, such as shopping centers and residential development. All other surrounding land is established residential subdivisions that are primarily built out as well. The Town's size and lack of utility facilities preclude practical designation of urban and rural service areas.
10. Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities. The Town promotes infill development or redevelopment of blighted neighborhoods as well as substandard housing. Fortunately, the Town does not have any blighted communities and code enforcement measures are in place to address substandard homes. Infill development standards are in the Town's Land Development Regulations.
11. Fails to encourage an attractive and functional mix of uses. The Town has adopted a Planned Unit Development Ordinance which would permit an attractive and functional mix of uses in appropriate areas of the Town. It should be noted however, that such a mix of uses may require central sewer and water.
12. Results in poor accessibility among linked or related land uses. Solutions to better manage traffic within the Town Center and to discourage additional traffic have been implemented. These include the construction of two roundabouts at the 5th and 6th Avenue intersections with Main Street. Other improvements contemplated involve additional roundabouts and continuous turn lanes. Uses have also been linked with bicycle paths and sidewalks.
13. Results in the loss of significant amounts of functional open space. The functional open space in Town is identified as Recreation lands on the *Existing and Future Land Use Maps*. The Town maintains levels of service for park land, tennis courts, boat ramps, and bike paths. The Town does not permit a building, except recreational facilities and structures on the Recreational lands. There is also a maximum impervious surface area ratio 0.25 on these lands.

The Town shall continue to discourage the approval of any development or redevelopment projects that will promote urban sprawl.

CHAPTER 2  
TRANSPORTATION ELEMENT



TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA

**TRANSPORTATION ELEMENT  
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## CHAPTER 2 TRANSPORTATION ELEMENT

### A. PURPOSE

The purpose of the *Transportation Element* is to plan for future motorized and non-motorized transportation systems, pursuant to Chapter 163, Florida Statutes. An essential basis for planning transportation systems is the *Future Land Use Element*, specifically the *Future Land Use Map* (see Appendix A). Clearly, the *Future Land Use Map* will direct where roadway facilities must be improved and where new roadway facilities may be needed. The criteria for determining the extent of facilities needed are the adopted level of service (LOS) standards.

Before a local government can responsibly plan for its future, it must assess the capability of its existing transportation system to serve current demand. It is, therefore, necessary to determine existing levels of service and to identify existing roadway deficiencies within the transportation system.

The content of this *Element* includes: (1) an introduction; (2) an inventory of the existing transportation system, including the *Existing Transportation Map* (see Appendix A); (3) an analysis of existing roadway deficiencies within the transportation system; (4) an analysis of projected needs; and (5) a discussion of issues and opportunities; (6) the *Future Transportation Map*(see Appendix A).



## **B. INTRODUCTION**

### **1. TRANSPORTATION SYSTEM OVERVIEW**

The Town of Windermere, with a population of 2,889 in 2016, is predominantly surrounded by lakes. Only six roads provide access into Town: (1) Maguire Road/Main Street, (2) Park-Ridge Gotha Road, (3) Windermere Road, (4) Lake Butler Boulevard/Park Avenue, (5) Conroy-Windermere/Sixth Avenue, and (6) Chase Road.

Most of the streets in Windermere are unpaved. With the exception of the Town Center and Windermere Elementary School, the majority of land use is single family residential. Windermere has added very little new population since the late 1990s and what has been annexed was already developed beforehand. The increase in traffic through the Town is the result of growth occurring in the surrounding areas including unincorporated Orange County to the south and east, Winter Garden to the west, and Ocoee to the north.

Although the streets in Town are constrained, Windermere has worked hard to improve traffic flow. Windermere has worked cooperatively with Orange County to obtain control over the roads within the Town's jurisdiction in order to prevent widening the streets and ruining Windermere's character. The Town has implemented several transportation projects which have greatly improved traffic flow. Among these projects are completed roundabouts at Fifth Avenue, Sixth Avenue, and Park Avenue. Most recently, the Town completed an Area-Wide Traffic Study in 2014 and a Traffic Pattern Plan is contracted for 2018 to identify solutions to reduce congestion resulting from cut-through traffic.

## C. INVENTORY OF THE EXISTING SYSTEMS

### 1. PRESENT TOWN LIMITS

The *Existing Transportation Map* provides a description of the Town’s current system. Table 1 lists the current streets within the Town.

Main Street (a Rural Major Collector), is the main route through Windermere. It runs from Sixth Ave. north (approximately 1.54 miles) to the Town’s boundary and south from Sixth Avenue to its terminus (approximately .6 miles) at Chase Road. Swales, ditches and driveway entries are along the roadway.

Sixth Avenue which turns into Conroy-Windermere Rd. at the Town limit is approximately 1.42 miles in length. It is the only access road into Town directly from the east.

By definition, the primary function of a local street or highway is to serve the adjacent property by providing the initial access to the highway network. The facilities are characterized by short trip lengths, low speeds and small traffic volumes. The design of the network should be directed towards eliminating through traffic from these facilities. All remaining streets in the Town are local streets.

Second Ave. to the west from Main St. is paved, 0.79 miles in length and varies from 13’ to 14’9” in width.

One block off Oakdale from First Ave. to the canal has been paved for 0.21 miles and is 14’ wide.

Jennifer Lane, a part of the subdivision “Windermere Oaks” is paved with concrete and brick, is 20’ wide and about 0.19 miles long and is private.

Sunset Bay, an existing subdivision that was platted in 1988, has a paved street that is 24’ wide and 1300’ in length from Sixth Avenue to the north, connecting to Down Point Lane. The easement to Down Point Lane has been vacated.

Rosser Road is a private and paved local street in conjunction with the Rosser Reserve development.

Estancia Woods Loop is a private and paved local street in conjunction with the Estancia at Windermere development.

Horizon Circle, in Windermere Reserve, an existing subdivision on the east, is paved, private, and local street (0.487 miles). The following are also paved roads in Town:

- Lake Street;
- Bayshore Drive;
- the Manors subdivision (Carter Grove Circle, Cedar Grove Court, Rose Down Court, Stanton Hall Court and Tryon Place);
- the Butler Bay subdivision (Marquesas Court and Sunbittern Court);
- the Marina Bay subdivision streets;
- Bay Meadow Court;
- Waxberry Court; and
- Wild Myrtle Court.
- Willow Gardens Drive
- Willow Lauren Lane
- Winston Willow Court
- Kane Park Way
- Willow Stowe Lane
- Lilypad Lane
- Willow Brick Road

The remaining streets in the Town are unpaved, 8-15' in width generally on 60' right of ways.

On the paved roads there is no curbing, and drainage is by swales and ditches. On the unpaved streets, swales have been constructed to collect storm water runoff. Prior to 1983, runoff went to the lakes and collected in street right of ways. Subsequently the swales prevented runoff into the lakes.

There are about 4.99 miles of major sidewalks in the Town (see the Town's *Existing Transportation Map*). These major sidewalks are located along Windermere Road, Park Avenue, Maguire Road/Main Street, and Sixth Avenue/Conroy Windermere Road.

A Town Ordinance prohibits commercial vehicles with more than two axles from proceeding through the Town. It does not prevent deliveries within the Town. It is enforced.

No mass transit is present or planned for in the Town.

## 2. INFLUENCES BY OUTSIDE FACTORS

Any current inventory of traffic must include outside factors. The extract of a County Highway Map (the Town's *Regional Transportation Map* in Appendix A) provides a basic orientation.

Traffic counts and estimates from the recently completed Town of Windermere Area Wide Traffic Study, dated February 2014, is provided in Table 2. Based on the 2014 data, the segment of Sixth Avenue measured from Main Street to South Apopka Vineland Road, is over capacity. Proposed major developments that will impact this road segment will need to follow the Transportation Proportionate Fair Share Program. The Transportation Proportionate Fair Share System should be used as part of the development review process in order to ensure that improvements are made to the transportation network to alleviate further degradation of the overall transportation system.

According to the METROPLAN Orlando Metropolitan Planning Organization's *-2017/18-2021/22 Transportation Improvement Program*, there are no major road improvement projects scheduled within Windermere.

The *Florida Turnpike Statewide System Plan* does not directly include the Town of Windermere.

One of the greatest challenges to the Town is the impact of growth of areas outside of the Town that result in significant traffic impact on the Town's roadway network. The most impacts are on Conroy-Windermere Road/E. 6th Avenue and Main Street. According to the Orange County Property Appraiser, two of Orange County's major growth areas are Horizon West and the Dr. Phillips areas. Horizon West lies directly to the west of the Town, and the Dr. Phillips area lies directly to the east of the Town. This results in significant east-west traffic cutting through the Town. The Town continues to engage in discussions with Orange County, MetroPlan Orlando, and the Florida Department of Transportation to identify opportunities for alternative routes to avoid direct impacts to the Town from this traffic generated outside of the Town.

### 3. LEVELS OF SERVICE (LOS)

The Highway Capacity Manual, published by the Transportation Research Board, provides the following information:

- The concept of levels of service is defined as a qualitative measure describing operational conditions within a traffic stream, and their perception by motorists and/or passengers. A level-of-service definition generally describes these conditions in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety.
- Six levels of service are defined for each type of facility for which analysis procedures are available. They are given letter designations, from A to F, with level-of-service A representing the best operating conditions and level-of-service F the worst. In general, the various levels of service are defined as follows for uninterrupted flow facilities:
  - Level-of-service A represents free flow. Individual users are virtually unaffected by the presence of others in the traffic stream. Freedom to select desired speeds and to maneuver within the traffic stream is extremely high. The general level of comfort and convenience provided to the motorist, passenger, or pedestrian is excellent.
  - Level-of-Service B is in the range of stable flow, but the presence of other users in the traffic stream begins to be noticeable. Freedom to select desired speeds is relatively unaffected, but there is a slight decline in the freedom to maneuver within the traffic stream from LOS A. The level of comfort and convenience provided is somewhat less than at LOS A, because the presence of others in the traffic stream begins to affect individual behavior.
  - Level-of-service C is in the range of stable flow, but marks the beginning of the range of flow in which the operation of individual users becomes significantly affected by the presence of others, and maneuvering within the traffic stream requires substantial vigilance on the part of the user. The general level of comfort and convenience declines noticeably at this level.
  - Level-of-service D represents high-density, but stable, flow. Speed and freedom to maneuver are severely restricted, and the driver or pedestrian experiences a generally poor level of comfort and convenience. Small increases in traffic flow will generally cause operational problems at this level.

- Level-of-service E represents operating conditions at or near the capacity level. All speeds are reduced to a low, but relatively uniform value. Freedom to maneuver within the traffic stream is extremely difficult, and it is generally accomplished by forcing a vehicle or pedestrian to “give way” to accommodate such maneuvers. Comfort and convenience levels are extremely poor, and driver or pedestrian frustration is generally high. Operations at this level are usually unstable, because small increases in flow or minor perturbations within the traffic stream will cause breakdowns.
- Level-of-service F is used to define forced or breakdown flow. This condition exists wherever the amount of traffic approaching a point exceeds the amount which can traverse the point. Queues form behind such locations. Operations within the queue are characterized by stop- and-go waves, and they are extremely unstable. Vehicles may progress at reasonable speeds for several hundred feet or more, then be required to stop in a cyclic fashion. Level-of-service F is used to describe the operating condition within the queue, as well as the point of the breakdown. It should be noted, however, that in many cases operating conditions which cause the queue to form, and level-of-service F is an appropriate designation for such points.

These definitions are general and conceptual in nature, and they apply primarily to uninterrupted flow. Levels of service for interrupted flow facilities vary widely in terms of both the user’s perception of service quality and the operational variables used to describe them.

#### **4. PUBLIC TRANSPORTATION**

No bus or rail service is provided to the Town. The former railroad was removed and the railroad right-way was vacated. No bus transit service is provided to the Town.

## D. ANALYSIS OF EXISTING TRAFFIC CIRCULATION SYSTEM

### 1. TOWN

Windermere is an island by virtue of its geography. There are six roads into the Town. The east-west streets vary from one block in length to six blocks except for Second Ave. which is about fourteen blocks long. North-south streets vary from one block to 13 blocks (Oakdale). Only a few streets in the town are paved, three of one block length and the other is Second Ave. for 12 of its blocks. As a result, none of the local streets are prone to speedy use but rather local residential usage. In addition, no large trucks are permitted in Town except when making deliveries.

In the north area of the Town there is one through street, Park Avenue/Lake Butler Blvd. that connects Main Street with S.R. 535 to the west, which is mostly outside the Town except for 0.28 miles. South Lake Butler Blvd. and Wauseon Drive are local subdivision streets. Bayshore Drive is a local subdivision dead-end street and Schooner Way, Clipper Court, and Whaler Way are local subdivision streets. Estancia Woods Loop and Rosser Road are also local subdivision streets. All are paved.

Intergovernmental coordination in transportation problems is essential for any improvements. Clearly, the Town of Windermere does not possess the resources, nor is it fiscally responsible, for addressing the majority of traffic problems. The uniqueness of the Town would be eliminated, if Main Street was widened and all of the established trees, bushes, and berms removed. An expressway type roadway is not appropriate for the small-town character of Windermere.

Sixth Ave. is narrow, has open ditch/swale drainage and is not appropriate for widening. There are many homes immediately adjacent to the road making expansion costs prohibitive and the Town does not want to widen the road. Windermere places a high value on its character and appearance as well as the lakes and does not want to jeopardize those assets by widening its streets. Consequently, the Town declared this road segment a “Constrained Facility”.

The Town shall continue to coordinate efforts with Orange County in developing methods of diverting traffic away from the downtown Windermere area. These efforts will assist in maintaining and preserving the unique character and quality of life in Windermere.

Examination of the *Future Land Use Maps* in the *Future Land Use Element* for the Town will show that there is little difference between the *Existing Land Use Map* (see Appendix A) and *Future Land Use Map*.

As noted in the *Future Land Use and Housing Elements*, Windermere is essentially a fully developed community with only scattered vacant lots remaining to be developed.

With the exception of limited vacant lands adjacent to the eastern and western Town limits (outside of the Town limits), there are no other vacant lands adjacent to Windermere. As such, annexations to the Town limits will be primarily existing single-family subdivisions that are built out. Therefore, the primary way that Windermere's population will significantly grow during the planning period is the annexation of the adjacent residential subdivisions or the annexation of the limited vacant land mentioned above. Unless drastic changes are made, a slow infill development of single family residences will continue and add a slow, steady stream of traffic into the system which should not cause a serious deterioration of the Level of Service on the main routes through the area.

The *Existing* and *Future Transportation Maps* for the Town are nearly identical except for a future tail system/liner park along Main Street. As can be noted in the *Future Land Use* and *Housing Elements*, the Town has no large tracts of undeveloped land and no new roadways (facilities) will be constructed. As subdivisions may be added within the Town limits, only local streets will be added to the Town's roadway network.

## **2. FUNCTIONAL CLASSIFICATION**

Functional classification is defined as the assignment of roads into systems according to the character of service they provide in relation to the total road network. The functional classification of public roads in this Transportation *Element* is based on FDOT criteria, which considers quantitative and qualitative factors such as jurisdiction, land access, route length, and trip lengths. A road hierarchy is used to identify relative importance of roads within the system, provide guidance for level-of-service and design standards, aid in establishing improvement priorities, identify maintenance responsibility, and assist in determining funding and financing policies. The general definitions of roadway facility types as defined by FDOT are featured below in Table 3. Based on the Roadway Functional Classifications, there are Urban Collectors (Windermere Rd., Maguire Rd., Main Street and Sixth Avenue) and Local Roads in the Town's transportation system.

## **3. CONSTRAINED FACILITIES**

Section 339.155, Florida Statutes, makes governmental police powers available to preserve and protect property necessary for transportation corridors and recommends that needed right-of-way be acquired as far in advance of construction as possible. FDOT requests that local governments identify constrained roadways in their Comprehensive Plans to ensure maintenance of the operating conditions, so that significant degradation in the level-of-service does not occur. A constrained roadway is one in which adding two (2) or more through lanes to meet current or future needs is not possible due to physical, environmental or policy barriers.



As previously mentioned, Sixth Avenue has been declared a constrained roadway. Now that the Town has taken ownership of Main Street through Windermere from Orange County, Windermere is also declaring Main Street as constrained. Refer to the *Constrained Facilities Map* in Appendix A.

#### **4. DOWNTOWN MAJOR INTERSECTIONS**

The major intersections in Windermere are the Park Avenue intersection, Windermere Road intersection, and Chase road intersection. Over the past several years, the Town has worked very hard within the constraints of Main Street to improve the traffic flow through downtown Windermere. The Town has completed a roundabout at Fifth Avenue and a roundabout at Sixth Avenue. The Town also completed another roundabout at Maguire Road and Park Avenue. This roundabout has alleviated some of the traffic congestion at that intersection except for increased traffic during Windermere Elementary School pickup/drop-off hours. The roundabouts have considerably reduced the bottle neck in the area. The Town has plans to continue addressing the traffic flow along Main Street. The Town recently completed an Area-Wide Traffic Study in 2014 and a related 2018 Traffic Pattern Plan is currently under development to identify solutions to reduce congestion resulting from cut-through traffic.

#### **5. EVACUATION ROUTES**

This section identifies the designated local and regional transportation facilities, critical to the evacuation of the coastal population prior to an impending natural disaster.

In 2004 and 2005, Florida experienced an unprecedented level of tropical storm activity. In 2004, hurricanes Charley, Frances, Ivan and Jeanne impacted our State. Hurricanes Dennis, Katrina, Rita and Wilma came ashore in Florida in 2005. In the short span of 24 months, millions of Florida residents were impacted, and property damages ran into the billions of dollars. This level was repeated in recent years when hurricane Irma hit Florida in 2017, which resulted in widespread damage.

In response to these devastating hurricane seasons, state legislators passed House Bill 1721 and House Bill 1359, which identified enhanced statewide hurricane evacuation planning and a redefinition of the coastal high hazard area as State priorities. In accordance with this legislative direction, the State of Florida Division of Emergency Management (DEM) obtained grant money through the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program to conduct regional evacuation studies across the State.

DEM contracted with Florida's Regional Planning Councils to carry out these studies in close collaboration with county emergency management agencies. One of the goals of the project is to coordinate safe and efficient evacuation in all types of disasters. This project is known as the Statewide Regional Evacuation Study (SRES).

A regional evacuation transportation network that links existing county-level evacuation routes and any additional arterials/collectors in the region was studied by the Florida Division of Emergency Management and the East Central Florida Regional Planning Council in 2017. Based on the regional evacuation network, Windermere does not have any roads categorized as evacuation routes in the SRES.

## **6. PARKING SYSTEM**

At this time, Windermere does not have any significant public parking facilities other than the parking at the Town Hall building and on-street parking along Main Street. There are, however, future plans for additional public parking in the downtown with several lots under consideration at near the intersections of Fifth Avenue and Forest Street and Sixth Avenue and Forest Street.

## **7. INTERMODAL FACILITIES**

Intermodal facilities are those transportation networks that accommodate and interconnect different modes of transportation and serve interstate, intrastate, and international movement of goods. Some facilities considered intermodal include ports, airports, bus stations, and train terminals. At this time, Windermere does not have any intermodal facilities.

## **8. PEDESTRIAN/BICYCLE SYSTEM**

Existing sidewalks are generally found along Main Street in the downtown area. The majority of the Town's residential neighborhoods do not currently have sidewalk facilities. The Town completed an ADA-compliant walking path along the west shore of Lake Down. The trail is made of a recycled product mat which provides access over grassy and muddy areas. This walking path was completed as part of a Florida Recreation Development Assistance Program (FRDAP) Grant project that included park equipment, picnic benches and a dock. The Lake Down Trail is about 1/5 of a mile long and may be accessed from Third Avenue, Fourth Avenue or Fifth Avenue

The Town's major sidewalks are located along Windermere Road, Parks Avenue, Maguire Road/Main Street and Sixth Avenue and Conroy Windermere Road. Some of these major sidewalks are wide enough to accommodate both pedestrian and bicycle use. Additionally, the Town is in the process of acquiring approximately 5 acres of vacated railroad right-of-way along Main Street from south of 12<sup>th</sup> Avenue to south of Park Avenue for a future trail system/linear park that will better accommodate north-south multimodal use. In addition, the Town is planning for a future trail system along Sixth Avenue from Main Street to the eastern Town limits.

## 9. DEFICIENCIES IN TOWN

There is only one LOS deficiency for roads segments in Windermere. The segment of Sixth Avenue, from Main Street to South Apopka Vineland Road, is over capacity. Because Sixth Avenue is a constrained facility, additional capacity cannot be achieved by means of adding lanes. However, the Town addressed the issue of the increased pass-through traffic by installing a roundabout instead of the stop signs at that intersection which improved traffic flow significantly.

The remaining discussion in this section is not related to deficiencies, but rather is a general review of existing conditions and what may be done to improve them.

Main Street (south) and Chase Road (Twelfth Avenue (west)) carry a large amount of the Walt Disney World employee traffic as well as the normal local residential traffic and some other casual traffic going east to west. Main Street (north) has roadside ditches, swales and trees and lacks 6 feet or wider shoulders. Main Street south has roadside ditches and again no shoulder. Sixth Avenue (east) has roadside ditches, swales, trees and no shoulders.

A limited closed drainage system exists in the Town. The swales on these and other streets are a part of a drainage program started in 1982 by the Town to prevent runoff and pollution into the Butler Chain of Lakes (designated as Outstanding Florida Waters (OFW)).

The Town has exercised control over driveways or other curb cuts. While not critical on the local streets where speed is slow and a maximum of five cuts are possible on north-south street and two on east-west streets, any increase on Main Street or Sixth Avenue could become dangerous. Fortunately, on the west side of Main Street, a dirt access road parallels the street so as to provide safe entries.

## 10. MOST RECENT AVERAGE DAILY TRIP DATA IN TOWN

Average Daily Traffic (ADT) is the total volume of traffic on a road segment on a given day. The traffic volumes of urban collectors and local roads in Windermere are taken periodically by the Town. The 2014 ADT data for Windermere is provided in Table 2. Based on this data, the segment of Sixth Avenue measured from Main Street to South Apopka Vineland Road, is over capacity. Proposed major developments that will impact this road segment will need to follow the Town's *Transportation Proportionate Fair Share Program*. The Transportation Proportionate Fair Share System should be used as part of the development review process to ensure that improvements are made to the transportation network to alleviate further degradation of the overall transportation system.

There are no planned roadway projects that will add capacity to the roadway network in Windermere. Also, there are no reserved trips from approved development within the Town that will impact these facilities.

## **11. NEW DEVELOPMENT**

In recent years, the Town of Windermere has approved two new subdivisions: Rosser Reserve and Estancia at Windermere (Estancia). Rosser Reserve is located on E. 6<sup>th</sup> Ave./Conroy Windermere Road generally across from Isleworth Country Club and consists of 10 lots. Estancia is located on Maguire Road across from Down Yonder Lane and consists of 50 lots. These developments were reviewed for traffic impacts prior to approval. The developer of Rosser Reserve was required to construct a right-turn and left-turn lane from E. 6<sup>th</sup> Ave./Conroy Windermere Road. The development approvals for Estancia require the developer to conduct a traffic study after the 25<sup>th</sup> certificate of occupancy is issued and to submit a bond to the Town for the construction of a left-turn lane from Maguire Road prior to the issuance of the 30<sup>th</sup> building permit. If the traffic study does not warrant a turn lane, then the bond will be refunded to the developer.

**E. ANALYSIS OF PROJECTED NEEDS**

The *Future Land Use Element* and *Future Land Use Map* do not indicate a need for new facilities. As mentioned earlier, only six entry points to the Town exist, so new roads would not be practical to construct. In addition, no large tracts of land are undeveloped and the Town is almost built out with the exception of a few scattered vacant lots.

Any increase in traffic will thus result from outside influences. Growth is occurring in unincorporated Orange County to the east and south, Winter Garden to the west, and Ocoee to the north.

The Town will continue efforts to improve the traffic flow along Main Street and the intersections at Park Avenue, Windermere Road, and Chase Road.

The Town has projected the LOS and traffic volumes for Windermere during the planning period (see Table 4). Based on the information featured in Table 4, sections of Main Street, Sixth Avenue, and Chase Road are expected to perform below the Town’s LOS standard during the planning period. However, no expansion of facilities is seen as a need nor is it practical. The Chase Road segment located within the Town limits is a two-lane road that connects to Main Street and extends south beyond the Town limits. This road has a physical barrier. Main Street and Sixth Avenue as discussed earlier are Constrained Facilities. Both a Physical Barrier and a Policy Barrier exist. Physically these roads are narrow and were never designed for more than 2 lanes. Policy problems exist because of political and environmental realities.

The size of the Town, its location in Orange County and the influence of the Butler Chain of Lakes (designated as Outstanding Florida Waters (OFW)) precludes inclusion of an expressway system, an expressway interchange, a fixed guideway station, public transit facilities and parking areas for shuttle or park and ride systems.

**TABLE 1: TOWN STREETS**

Street Name	General Notes
First Ave.	local crosses N. Main St.
Second Ave.	local crosses N. Main St.
Third Ave.	local crosses N. Main St.
Fourth Ave.	local crosses N. Main St. (Abandoned between Main St. and Forest St.)
Fifth Ave.	local crosses N. Main St
Sixth Ave. (C.R. 439)	from Main St. to east paved to west is local, unpaved
Seventh Ave.	local crosses S. Main St. & intersects 6 <sup>th</sup> Ave.
Eighth Ave.	local crosses S. Main St.
Ninth Ave.	local intersects S. Main St.
Tenth Ave.	local intersects S. Main St.
Eleventh Ave.	local intersects S. Main St.

Street Name	General Notes
Twelfth Ave.	from Main St. – to east local, unpaved; to west is Chase Rd., paved which continues to C.R. 535
Thirteenth Ave.	local, intersects S. Main St. (is only a 30' r/w)
Bessie St.	local intersects Sixth Ave.
North Main St.	C.R. 439
South Main St.	from C.R. 439 to C.R. 535 via Twelfth Ave.
Main St.	Unpaved; local from Canal to Twelfth Ave.; an access street not a thoroughfare
Forest St.	local
Butler St.	local
Palm St.	local
Pine St.	local
East Blvd.	local
Lake St.	local, intersects Sixth Ave.
Down Dr.	local
North Dr.	local, intersects Main St.
Ridgewood Dr.	local, intersects Sixth Ave.
Highland Ave.	local, intersects Sixth Ave.
First Court	local
Down Court	local
Chase Road	see Twelfth Ave.
Down Point Lane	local, paved County “Down Point Lane” connects with Sixth Ave.
Jennifer Ln.	local, private, paved, intersects Sixth Ave.
Lee St.	local, intersects Sixth Ave.
Rosser Rd.	a local street in Rosser Grove, intersects Sixth Ave.
Horizon Circle	in Windermere Reserve, private, local, paved intersects Sixth Ave.
South Lake Butler Blvd.	local, intersects County Road 439, paved
Lake Butler Blvd.	local, intersects County Road 439, paved
Bayshore Drive	local intersect County Road 439, paved, dead ends in Bayshore Estates
Schooner Way	local, intersects County Road 439, paved, in Marina Bay
Clipper Court	local, paved in Marina Bay, dead ends in cul-de-sac
Whaler Way	local, paved, in Marina Bay, dead ends in cul-de-sac
Wauseon Drive	local, paved, in Wauseon Ridge
Lake Down Circle	a paved private street in Orlando Utilities Commission property.

Note: There are no limited access facilities, sports, airports, rail lines, high speed rail lines or related facilities within the corporate limits of the town. All existing roadways are two lane streets, and none are arterial roads.

**TABLE 2: TRAFFIC COUNT DATA**

Road	Segment	Max. Service Volume	Existing Volume (AADT)	Peak Hour Peak Direction (PH PD) Capacity	Existing Peak Hour Peak Direction (PHPD) Volume	Existing LOS (Capacity or Deficiency)
Main Street/ Maguire Rd.	Roberson Rd. to Park Ridge Gotha Rd.	14,820	11,610	760	539	D
	Park Ridge Gotha Rd. to Windermere Rd.	14,060	10,444	713	477	D
	Windermere Rd. to Park Ave.	14,060	11,774	713	544	D
	Park Ave. to 6 <sup>th</sup> Ave.	14,060	12,888	713	645	D
	6 <sup>th</sup> Ave. to Chase Rd.	14,060	13,708	713	580	D
6 <sup>th</sup> Ave./ Conroy-Windermere Rd.	Main St. to Isleworth Country Club Dr.	14,060	19,079	713	873	F
	Isleworth Country Club Dr. to S. Apopka Vineland Rd.	14,060	21,130	713	969	F
	S. Apopka Vineland Rd. to Dr. Phillips Blvd.	32,110	28,166	1,615	1,441	D
Chase Road	Winter Garden Vineland Rd. to Keene's Pointe	16,815	11,839	836	6,565	C
	Keene's Pointe to Main St.	16,815	13,694	836	563	C
Park Avenue	Lake Butler Blvd. to Tryon Pl.	14,820	56,153	760	3,388	D
	Tryon Pl. to Maguire Rd.	14,060	6,663	713	340	C

Source: Kimley-Horn and Associates, Inc., *Town of Windermere Area Wide Traffic Study*, February 2014.

**TABLE 3: ROADWAY FUNCTIONAL CLASSIFICATION**

Roadway Facility Types	Description
Arterials	Provides the highest degree of through traffic movement and largest proportion of total travel. The Interstate Highway System is an arterial network. Arterials generally have higher design standards than other roads, often with multiple lanes and some degree of access control.
Urban Principal Arterial	Divided into principal and minor arterials. The urban principal arterial system is the most important group; it includes Interstate highways, other freeways and expressways, and other principal arterials. Serves the major centers of activity of a metropolitan area, have the highest traffic volume corridors, and the longest trip desires; and should carry a high portion of the total urban area travel on a minimum of mileage. It carries most trips entering and leaving urban areas, and it provides continuity for all rural arterials that intercept urban boundaries.
Urban Minor Arterial	Provides service for trips of moderate length and at a lower level of through traffic movement than principal arterials. They connect with urban principal arterial roads and rural collector routes.
Rural Principal Arterial	Provides interstate and inter-county service so that all urban areas are within a reasonable distance of an arterial highway. It serves virtually all urban areas with populations greater than 50,000 people. Additionally, most urban areas larger than 25,000 people are served by rural principal arterial highways. Rural principal arterial highways provide an integrated network without stub connections except where needed because of unusual geographic or traffic conditions (for example, connections to coastal cities, water ports and airports). It is divided into three subsystems, Interstate highways, other freeways and expressway, and other principal arterials.
Rural Minor Arterial Highway	Links cities and larger towns and serves an urban area if it penetrates or comes within 2 miles of the urban boundary. A road connecting the rural minor arterial highway to the urban area is not necessary.
Collectors	Provide a lower degree of through traffic movement than arterials. They are designed for travel at lower speeds and for shorter distances. Collectors are typically two-lane roads that collect and distribute traffic from the arterial system.
Urban Collector	Provides traffic circulation within residential neighborhoods and commercial and industrial areas. Unlike arterials, collector roads may penetrate residential neighborhoods for significant distances. Urban collectors also channel traffic from local streets onto the arterial system.
Rural Collector	Is stratified into two systems: major and minor collectors.
Rural Major Collector	Provide service to any county seat not on an arterial route. They also serve larger towns not accessed by higher order roads, and important industrial or agricultural centers that generate significant traffic and smaller communities not served by a higher class facility.
Rural Minor Collector	Are spaced at intervals, consistent with population density, to collect traffic from local roads and to insure that all urbanized areas are within a reasonable distance of a collector road.
Local Roads	For rural and urban areas, all public road mileage below the collector system is considered local. They provide basic access between residential and commercial properties, connecting with higher order highways. A route meeting this purpose would connect a home, work, or entertainment trip by connecting the final destination to the roads serving longer trips. Examples of roads meeting the purpose described in this paragraph include those located within a residential subdivision or a cluster of commercial buildings.

Source: FHWA Urban Boundary and Federal Functional Classification Handbook, Transportation Statistics Office Florida Department of Transportation (FDOT), February 2013.



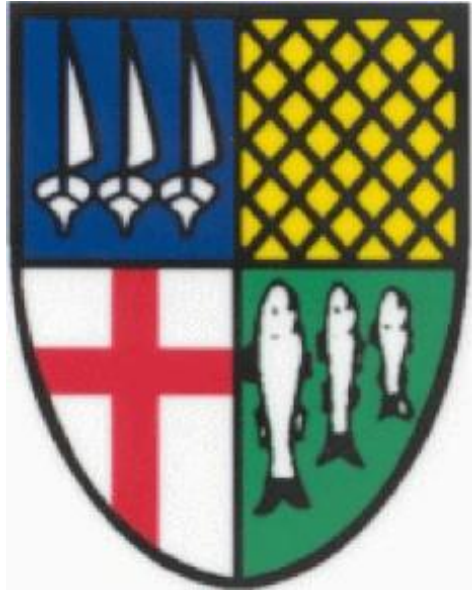
**TABLE 4: PROJECTED TRAFFIC LEVELS OF SERVICE AND VOLUME**

Road	Segment	Existing Volume (AADT)	Annual Growth Rate to Apply (%)	2035 Future Volume	Maximum Service Volume (Generalized Capacity)	2035 Future LOS
Maguire Rd./ Main St.	Roberson Rd. to Park Ridge Gotha Rd.	11,610	2.0%	16,700	14,820	F
	Park Ridge Gotha Rd. to Windermere Rd.	10,444	1.4%	13,700	14,820	D
	Windermere Rd. to Park Ave.	11,774	0.5%	13,100	14,820	D
	Park Ave. to 6th Ave.	12,888	1.1%	16,000	14,820	F
	6th Ave. to Chase Rd.	13,708	1.2%	17,300	14,820	F
6th Ave./ Conroy-Windermere Rd.	Main St. to Isleworth Country Club	19,079	1.1%	23,700	14,820	F
	Isleworth Country Club to S. Apopka Vineland Rd.	21,130	0.4%	23,000	14,820	F
	S. Apopka Vineland Rd. to Dr. Phillips Blvd.	28,166	0.6%	31,900	32,110	E
Chase Road	Winter Garden Vineland Rd. to Keene's Pointe	11,839	3.6%	21,200	16,815	F
	Keene's Pointe to Main St.	13,694	1.3%	17,600	16,815	F
Park Avenue	Lake Butler Blvd. to Tryon Pl.	6,153	0.1%	6,300	14,820	C
	Tryon Pl. to Maguire Rd.	6,663	0.1%	6,800	14,820	C

Source: Kimley-Horn and Associates, Inc., *Town of Windermere Area Wide Traffic Study*, February 2014.

Notes: These projections were developed by Kimley-Horn and Associates, Inc. as part of the Town of Windermere Area Wide Traffic Study (February 2014) and are based on future traffic volume forecasts using the Central Florida Regional Planning Model (CFRPM) Version 5. These projections are derived from the Kimley-Horn and Associates, Inc. Traffic Data presented in Table 2.

CHAPTER 3  
HOUSING ELEMENT



TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA

**HOUSING ELEMENT  
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## CHAPTER 3 HOUSING ELEMENT

### A. INTRODUCTION

#### 1. PURPOSE

The purpose of this *Element* is to provide guidance to the Town of Windermere to develop appropriate plans and policies to demonstrate The Town’s commitment to meet identified or projected deficits in the supply of housing. These plans and policies address government activities as well as provide direction and assistance to the efforts of the private sector.

### B. INVENTORY

An examination of Windermere’s housing stock by type, age, tenure, rent, value, condition, and rent/cost-to income ratios is essential in determining the type of new housing which should be built within the Town. To a large extent, characteristics of existing structures determine what can be built and marketed in the future. The following comprises a housing inventory, the first step in a supply side analysis, compiled primarily from the 2010 U.S. Census and 2011-2015 American Community Survey (ACS), as well as the Florida Housing Data Clearinghouse (Shimberg Center). Each local housing characteristic will be examined below. Data and analysis will be used to determine the significance of each for the purposes of local government planning activity.

According to 2010 U.S. Census data, the Town had 960 dwelling units in 2010. The 2011-2015 ACS estimates that the number of dwelling units has increased to 1,232 units.

#### 1. HOUSING CHARACTERISTICS

This section provides an inventory of Windermere’s dwelling units by their type (single family, multi-family, and mobile home), age, tenure (owner- or renter-occupied), and cost.

##### a. Housing Unit Structure

The 2011-2015 ACS estimates that about 90 percent (1,106 units) of the Town’s housing stock is comprised of single family units and the remaining 10% of the units is two-family or multi-family units (see Table 1). Although there may be several duplexes remaining in the Town, the ACS may have overestimated the number of multi-family units in the Town. Given that the Town does not have a multi-family zoning district, it is unlikely that there are multi-family units in the Town. In contrast, the County is estimated to have a much lower percentage (56 percent) of single family homes than the Town. There are no mobile homes in the Town whereas about 4% of the housing stock in the County are mobile homes. To date, the Town does not have any mobile home/RV parks.

**TABLE 1: HOUSING UNIT BY STRUCTURE TYPE**

Structure Type	Windermere		Orange County	
	Number of Units	Percent of Total Units	Number of Units	Percent of Total Units
Single-Family	1,106	89.8%	280,589	55.9%
Single-Family	14	1.1%	32,852	6.6%
Two-Family*	14	1.1%	8,003	1.6%
Multi-Family	098	8.0%	159,715	31.8%
Mobile Homes	0	0.0%	20,137	4.0%
Other	0	0.0%	217	0.0%
<b>Total</b>	<b>1,232</b>	<b>100.0%</b>	<b>501,513</b>	<b>100.0%</b>

Note: \* These are units in structures containing 2 or more housing units.

Source: U.S. Census Bureau, American Community Survey, 2011-2015 5-Year Estimates

**b. Age of Housing Units**

Windermere entered a residential construction housing boom between 1980 and 2000. Consequently, about 77 percent of housing in Windermere is less than 50 years old (see Table 2). Generally, the economically useful age of residential structures is considered to be approximately 50 years. Once a residence has reached that age, repairs become costly and the ability to modernize the structure to include amenities considered standard for today’s lifestyles is diminished. Therefore, when a community’s housing stock reaches this age threshold, the need for housing rehabilitation, demolition, and new construction may become more apparent. As indicated in Table 2, about 23 percent of the Town’s housing stock is 50 or more years of age.

**TABLE 2: NUMBER OF YEAR-ROUND UNITS BY AGE**

Year Constructed	Windermere		Orange County	
	Number of Units	Percent of Total	Number of Units	Percent of Total
2010 or Later	98	8.0%	10,431	2.1%
2000-2009	95	7.7%	128,390	25.6%
1990-1999	233	18.9%	102,851	20.5%
1980-1989	355	28.8%	103,598	20.7%
1970-1979	172	14.0%	65,160	13.0%
1960-1969	72	5.8%	38,362	7.6%
1950-1959	127	10.3%	36,709	7.3%
1940-1949	20	41.6%	8,866	1.8%
1939 or Earlier	60	4.9%	7,146	1.4%
<b>Total</b>	<b>1,232</b>	<b>100.0%</b>	<b>501,513</b>	<b>100.0%</b>

Source: U.S. Census Bureau, American Community Survey, 2011-2015 5-Year Estimates

**c. Tenure and Vacancy**

Based on 2010 U.S. Census data, about 92% (885) of Windermere’s dwelling units were occupied and the remaining 75 units were vacant. This was slightly higher than the dwelling unit occupancy rate for the County at 87 percent. About 28% (21) of the vacant units in the Town were used for seasonal, recreational, or occasional use; while the County had a slightly lower rate of 21 percent. Additionally, there were 779 owner-occupied units (81% of the total units) in Windermere in 2010 (see Table 3).

**TABLE 3: HOUSING CHARACTERISTICS BY TENURE**

<b>Tenure</b>	<b>Windermere</b>	<b>% of Units</b>	<b>Orange County</b>	<b>% of Units</b>
Total Housing Units	960	100.0%	487,839	100.0%
Owner-Occupied	779	81.2%	243,950	50.0%
Renter Occupied	106	11.0%	177,897	36.5%
Vacant Housing Units	75	7.8%	65,992	13.5%
Vacant Housing Units (For Seasonal or Recreational)	21	28.0%	13,633	0.7%
Vacant Units for Rent	8	10.7%	26,787	0.6%
Vacant Units for Sale	27	36.0%	10,683	6.2%
Vacant Units Rented, Sold,	6	8.0%	2,096	3.2%
Vacant Units for Migrant	0	0.0%	0	0.0%
Other Vacant Units	13	17.3%	12,793	19.4%
Homeowner Rate	81.2%	-	50.0%	-
Vacancy Rate	7.8%	-	13.5%	-

Source: U.S. Census, 2010 Summary File 1

**d. Housing Values and Rent**

***Value and Cost of Owner-Occupied Housing***

The 2011-2015 ACS estimates show that about 5% of the houses in Windermere and 62% in the County are valued less than \$200,000 (see Table 4). The estimated median home value in the Town in 2015 was \$524,700. This value is significantly higher than Orange County’s estimated median home value of \$163,800.

Considering the cost of owner-occupied housing, nearly 40% of homeowners in Windermere pay more than \$3,000 per month on mortgage (see Table 5). In contrast, only 5% of homeowners in Orange County pay more than \$3,000 per month on mortgage.

**TABLE 4: VALUE OF SPECIFIED OWNER OCCUPIED HOUSING UNITS**

Total Value	Windermere		Orange County	
	Number of Units	Percent of Total	Number of Units	Percent of Total
<\$50,000	18	1.9%	18,944	7.9%
\$50,000-\$99,999	6	0.6%	42,476	17.8%
\$100,000-\$149,999	7	0.7%	43,455	18.2%
\$150,000-\$199,999	20	2.1%	42,920	18.0%
\$200,000-\$299,999	77	8.1%	47,405	19.8%
\$300,000-\$499,000	326	34.2%	28,869	12.1%
\$500,000-\$999,999	304	31.9%	10,894	4.6%
\$1,000,000 or more	196	20.5%	3,937	1.6%
<b>Total</b>	<b>954</b>	<b>100.0%</b>	<b>238,900</b>	<b>100.0%</b>

Source: U.S. Census Bureau, American Community Survey, 2011-2015 5-Year Estimates

**TABLE 5: MONTHLY COST OF SPECIFIED OWNER OCCUPIED HOUSING UNITS**

Total Value	Windermere		Orange County	
	Number of Units	Percent of Total	Number of Units	Percent of Total
<\$500	0	0.0%	2,135	0.9%
\$500-\$999	23	2.4%	31,101	13.0%
\$1,000-\$1,499	36	3.8%	55,270	23.1%
\$1,500-\$1,999	61	6.4%	38,972	16.3%
\$2,000-\$2,499	138	14.5%	21,005	8.8%
\$2,500-\$2,999	64	6.7%	10,587	4.4%
\$3,000 or more	363	38.1%	13,015	5.4%
No mortgage	269	28.2%	66,815	28.0%
<b>Total</b>	<b>954</b>	<b>100%</b>	<b>238,900</b>	<b>100%</b>

Source: U.S. Census Bureau, American Community Survey, 2011-2015 5-Year Estimates

***Cost of Rental Housing***

Table 6 presents the monthly charge for Windermere’s rental units. In comparison to the County as a whole, the Town’s residents pay slightly higher than average rent for rental housing units. This should be expected with the median value of homes in Windermere being significantly higher than the County. In 2015, about 10% of the renter occupied units paid between \$500 and \$999 per month and 83% paid \$1,000 or more per month. The County’s rental housing cost percentages were significantly lower with about 43% of the units paying between \$500 and \$999 per month and 53% paying \$1,000 or more per month. These charges, called ‘gross rent,’ include the estimated average monthly cost of utilities (electricity, gas, water and sewer).



**TABLE 6: GROSS RENT FOR SPECIFIED RENTER-OCCUPIED HOUSING UNITS**

Gross Rent	Windermere		Orange County	
	Number of Units	Percent of Total	Number of Units	Percent of Total
<\$500	7	3.9%	6,262	3.3%
\$500-\$999	18	10.1%	82,234	43.0%
\$1,000-\$1,499	0	0.0%	77,467	40.5%
\$1,500-\$1,999	131	73.6%	19,615	10.3%
\$2,000-\$2,499	2	1.1%	2,905	1.5%
\$2,500-\$2,999	5	2.8%	772	0.4%
\$3,000 or more	9	5.1%	810	0.4%
No rent paid	6	3.4%	1,033	0.5%
<b>Total</b>	<b>178</b>	<b>100.0%</b>	<b>191,098</b>	<b>100.0%</b>

Source: U.S. Census Bureau, American Community Survey, 2011-2015 5-Year Estimates

***Housing Affordability***

Housing affordability is defined by housing cost as a percentage of household income. Monthly payments of more than 30 percent of income are considered a cost burden. In 2016, 452 Windermere owner households (47%) paid more than 30% of their income for housing. By comparison, 38% of owner households in the County were cost-burdened. Additionally, 303 owner households in Windermere (32%) and 48,526 owner households in Orange County (17%) paid more than 50% of their income for housing (see Table 7).

**TABLE 7: HOUSEHOLDS BY COST BURDEN**

Location	Amount of Income Paid on Housing			Total
	0 – 30%	30% - 50%	50% or more	
Windermere	504	149	303	<b>956</b>
Windermere (renter)	NA	NA	NA	<b>NA</b>
Orange County	174,425	57,534	48,526	<b>280,485</b>
Orange County	81,569	52,315	65,168	<b>199,052</b>

Source: Florida Housing Data Clearinghouse – Shimberg Center for Affordable Housing; Regional Profiles; Obtained online from <http://flhousingdata.shimberg.ufl.edu> on November 22, 2017.

**Publicly Assisted Housing**

According to the Florida Housing Data Clearinghouse, as of November 2017, there are 2 renter-occupied housing developments in Windermere listed in the Assisted Housing Inventory database (see Table 8). It is important to note that this data was derived from properties with a Windermere postal address, but these properties are not within the Town limits; therefore, the Town does not have any publicly assisted housing developments. Overall, there are 184 publicly assisted housing developments in the County with 22,619 publicly assisted units.

**TABLE 8: RENTER-OCCUPIED SUBSIDIZED HOUSING DEVELOPMENTS, WINDERMERE**

<b>Development Name</b>	<b># of Assisted Units (1)</b>	<b># of RD/HUD Rental Assistance</b>	<b>Approx. Yr. Built or Yr. of Funding (2)</b>	<b>Housing Program(s) (3)</b>
Buena Vista Place II	84	0	1999	Housing Credits 4%; Local Bonds
Buena Vista Place	39	0	1998	Housing Credits 9%

Source: Florida Housing Data Clearinghouse – Shimberg Center for Affordable Housing; Regional Profiles; Obtained online from <http://flhousingdata.shimberg.ufl.edu> on November 22, 2017.

- Notes:
- (1) Total number of units with rent and/or income restrictions.
  - (2) For HUD and LHFA developments, this is the approximate year that the development was originally constructed; for FHFC developments, this is the funding year of the earliest program that currently assists a property, which may be the year of new construction or year of rehabilitation; for RD developments, this is the date that the loan closed.
  - (3) Not all HUD insured mortgages impose income and/or rent restrictions. Therefore, these programs are only reported if combined with HUD Rental Assistance.

**2. GROUP HOMES**

Group homes that serve persons with disabilities are regulated by the Agency for Persons with Disabilities (APD). The Agency for Health Care Administration (AHCA) licenses group homes for the elderly. The Florida Department of Children and Family Services (DCF) licenses group homes for children 19 years or less. In November 2017, the APD reported that there were no licensed group home facilities for residents with disabilities in Windermere. According to the AHCA, as of November 2017, there were no licensed assisted living facilities<sup>1</sup> or licensed adult family care homes<sup>2</sup> in the Town.

The 2011-2015 ACS data estimated there was no populations in group quarters such as nursing homes, correctional institutions, boarding homes, and juvenile institutions in the Town. It is important to note that due to the sensitivity of the group homes licensed by DCF, these facilities were omitted from the analysis and specific details regarding these facilities can be obtained from DCF.

The Town has adopted, and it enforces, Land Development Regulations which specifically addresses foster homes and group homes. Foster homes and group homes are allowed in the residential zoning district.

### 3. HOUSING CONDITIONS

Effective public policy requires that the condition of housing be measured on an objective scale. To measure adequacy, the U.S. Census records the presence or absence of items such as water supply, plumbing and kitchen facilities, central heating and whether housing units are overcrowded<sup>3</sup>. Plumbing and kitchen facilities have usually been singled out as the equipment most relevant to an overall evaluation of housing conditions. The lack of central heating equipment is excluded since it is not considered a reliable indicator of local housing adequacy due to the Town’s and County’s warm climate.

According to the 2011-2015 ACS data, none of the homes in the Town’s housing stock were estimated to be substandard<sup>4</sup> or in an unacceptable condition in 2015. Table 9 provides a summary of local internal housing condition indicators.

The Town’s Code Enforcement department ensures compliance with the Town’s codes and ordinances, including minimum housing standards. Violators are provided time to correct violations and administrative hearings are scheduled for those that are not corrected.

**TABLE 9: INTERNAL CONDITIONS OF HOUSING STOCK**

Condition (Occupied Units)	Windermere Total	Windermere Percentage	Orange County Total	Orange County Percentage
Lacking complete plumbing	0	0.0%	683	0.2%
Lacking complete kitchen facilities	0	0.0%	2,196	0.5%
Overcrowded units	0	0.0%	14,457	3.3%
<b>Total</b>	<b>0</b>	<b>0.0%</b>	<b>17,336</b>	<b>4.0%</b>

Source: U.S. Census Bureau, American Community Survey, 2011-2015 5-Year Estimates.

Note: Percentages are based on the percentage of occupied dwelling units as reported by the U.S. Census Bureau.

1 Assisted living facilities provide full-time living arrangements in the least restrictive and most home-like setting. The basic services include but are not limited to: housing and nutritional meals; help with the activities of daily living, like bathing, dressing, eating, walking, physical transfer, giving medications or helping residents give themselves medications; arrange for health care services; provide or arrange for transportation to health care services; health monitoring; respite care; and social activities.

2 Adult family care homes provide full-time, family-type living in a private home for up to five elderly persons or adults with a disability, who are not related to the owner. The owner lives in the same house as the residents. The basic services include but are not limited to: housing and nutritional meals; help with the activities of daily living, like bathing, dressing, eating, walking, physical transfer, giving medications or helping residents give themselves medications; supervision of residents; arrange for health care services; provide or arrange for transportation to health care services; health monitoring; and social activities.

<sup>3</sup> Meaning that more than one person per room was housed in the occupied housing unit.

<sup>4</sup> Housing units are considered to be substandard if they are overcrowded, do not have heat, or lack complete kitchens or plumbing.

**a. Housing Improvement Strategies**

The key to implementing a housing improvement strategy is selecting the appropriate treatment for an area and applying it at the proper time. There are essentially three approaches to halting or preventing structural quality decline. They are preservation, rehabilitation, and redevelopment.

**Preservation.** The preservation technique is appropriate for structures found to be in sound condition. The concept of preservation involves continued maintenance and protection of the existing housing stock through code enforcement, as well as the provision of necessary public facilities and services.

Preservation is intended to be a long-term approach to combat structural decay. The process jointly involves property owners, tenants, local officials, and private lending institutions. Further, preservation techniques involve conservation, maintenance, continued protection through ordinance enforcement, and infrastructure improvement in areas where most structures are found to be in sound condition, with only a small percentage are rated as deteriorating or substandard.

**Rehabilitation.** Rehabilitation is appropriate for areas where between 10 and 49 percent of the residential structures are classified as deteriorating or in substandard condition. A more recent inventory is needed in the Town to determine the number of residential units classified as deteriorating or substandard.

Rehabilitation strategies include the repair of existing structural defects, the correction of environmental deficiencies, and the upgrading of public services and facilities to eliminate blighting conditions. Deteriorating units can be improved to meet the standards of established codes. Construction or reconstruction in the vicinity of these dwelling units may also be necessary to increase the potential for private investment. Rehabilitation activities would require the Town to provide information to property owners describing procedures and methods of undertaking rehabilitation projects. Participation in housing assistance programs may be a component of this strategy. Homeowners may be eligible for financial assistance from the County administered programs.

**Redevelopment.** A rehabilitation program may not be economically feasible if 50 percent or more of the dwelling units in an area are rated as deteriorated or substandard. In such case, a redevelopment strategy is appropriate. Redevelopment primarily involves the clearance of existing structures to allow for the construction of new structures in the area in accordance with an approved plan. This treatment is intended to have a long-term effect, ensuring satisfactory conditions for 50 years or more.

#### 4. HISTORICALLY SIGNIFICANT HOUSING

The Florida Division of Historical Resources maintains and regularly updates the Florida Master Site File. The Florida Master Site File is a paper file archive and computer database of recorded historical cultural resources in Florida. Categories of resources recorded at the Site File include archaeological sites, historical structures, historical cemeteries, historical bridges and historic districts. The Site File also holds copies of survey reports and other manuscripts relevant to Florida history and prehistory. As of November 2017, there were no historic structures or sites added to the State’s Master Site File. Three structures were listed in the National Register of Historic Places (see Table 10). No need is indicated for conservation rehabilitation or demolition activities at this time.

**TABLE 10: HISTORIC SITES AND STRUCTURES**

Site Name	Address	Date Certified
Palmer, Cal Memorial Building	502 Main Street	11/29/1995
1890 Windermere School*	113 W. Seventh Avenue	6/5/2003
Windermere Town Hall	520 Main Street	6/3/1994

Source: Florida Department of Historical Resources, Florida Master Site File – November 2017.

\*Name as appears on the National Register of Historic Places. The Town of Windermere locally refers to this site as, “1887 Schoolhouse”.

#### 5. MOBILE HOME PARKS

The Florida Department of Business and Professional Regulation (DBPR) maintains an inventory of the licensed mobile home projects in Florida. As of December 2017, DBPR reported that there are no mobile home parks in Windermere. The Town does not anticipate any mobile home parks to be built during the planning period because the Town is almost built-out with 80 acres of vacant residential land scattered across the Town and limited vacant land at the eastern Town limits (outside the Town limits).

#### 6. HOUSING CONSTRUCTION

Windermere has permitted relatively few new houses since 2014. Between 2014 and 2017, the average rate of development of single-family housing was 7.8 units per year (see Table 11). The recent uptick in housing construction in 2017 corresponds to the approvals of two single-family housing developments: Estancia at Windermere (50 lots) and Rosser Reserve (10 lots). These developments will increase the supply of single-family housing in the Town.

**TABLE 11: NUMBER OF HOUSES CONSTRUCTED BY TYPE**

<b>Year</b>	<b>Single Family</b>	<b>Multi-family</b>	<b>Mobile Homes</b>	<b>Total</b>
2014*	1	0	0	1
2015	3	0	0	3
2016	7	0	0	7
2017	20	0	0	20

Source: Town of Windermere 2017

\*Year 2014 permit count is limited to three-month period of October-December.

**C. PROJECTED HOUSING DEMANDS AND NEEDS**

This section addresses Windermere’s housing needs throughout the *Comprehensive Plan* planning period (year 2035). Estimates and projections of population and households (i.e., housing demand) from the Affordable Housing Assessment prepared by the Shimberg Center for Affordable Housing were utilized for the analyses presented. The Affordable Housing Needs Assessment Methodology Report in its entirety is available at <http://www.shimberg.ufl.edu/publications3.html>.

Estimates and projections of households by tenure, size, and income were developed. After incorporating a vacancy rate, the household estimates and projections are used to develop estimates of the demand for housing units. Demand includes the projected total demand for housing units (the total number needed in the Town at any point in time to accommodate both the number of households and the necessary vacant units) and the projected demand for units by type, tenure, cost and rent ranges size of household, and for the elderly.

The final stage in the housing needs assessment is the projected need for housing. The need for housing units nets the estimated and projected demand for units against updated supply. The result is the number of units that will have to be provided to meet the demand for units, as well as the distribution of those units by type, tenure, and value and rent ranges (with value and rent ranges being matched with income ranges of households). The ultimate result of the analysis is the distribution of need for housing units by household income and value or rent of units.

To determine the total number of additional housing units which will be in demand in the Town in the planning period, the relationship between households and housing units must be established. The number of housing units that are in demand at any point in time is equal to the number of households plus the number needed to provide an adequate supply from which householders may choose. Only units that are in the permanent housing supply, not seasonal units, are considered in this analysis. The vacancy rate necessary in the local community is assumed to be the rate in the 2010 U.S. Census.

## 1. POPULATION PROJECTIONS

Population is the basis of estimates and projections of households and the difference between households and housing inventory is equal to the basic construction need for housing units. Population projections prepared by the Shimberg Center for Affordable Housing indicate that Windermere will have 1,439 new residents by the year 2035 (see Table 12). It is important to note that there are only 80 acres of vacant residential lots and 30 acres of vacant agricultural lots in the Town and Windermere is almost built out. Also, with the exception of limited vacant lands adjacent to the eastern and western Town limits (outside of the Town limits), there are no other vacant lands adjacent to Windermere. As such, annexations to the Town limits will be primarily existing single-family subdivisions that are already built out. Therefore, the primary way that Windermere’s population will significantly grow during the planning period is the annexation of adjacent residential subdivisions or the annexation of the vacant land mentioned above.

**TABLE 12: POPULATION PROJECTION BY AGE**

Age Group	2016	2020	2025	2030	2035
0-14 years old	540	565	666	756	823
15-24 years old	369	422	426	416	456
25-34 years old	150	175	209	248	235
35-44 years old	243	227	292	351	401
45-54 years old	517	496	434	392	482
55-64 years old	546	655	665	626	515
65-74 years old	314	408	544	680	667
75+ years old	210	274	402	563	749
<b>Total</b>	<b>2,889</b>	<b>3,222</b>	<b>3,638</b>	<b>4,032</b>	<b>4,328</b>

Source: Shimberg Center for Affordable Housing, University of Florida – December 2017; population estimate (2016) and projections (2020-2035) sourced from University of Florida Bureau of Economic and Business Research (BEBR) and State of Florida Office of Economic and Demographic Research (EDR)

## 2. HOUSEHOLDS BY SIZE

According to the University of Florida Bureau of Economic and Business Research (BEBR), in 2017, the average household size in Orange County was 2.63 persons. According to the 2011-2015 American Community Survey (ACS), one- to two-person households are predominant in Windermere, accounting for about 58 percent of the total number of households. As shown in Table 13, the Town is expected to gain 574 households by 2035.

**TABLE 13: HOUSEHOLDS BY HOUSEHOLD SIZE**

Households	2016	2020	2025	2030	2035
<b>Total</b>	<b>1,047</b>	<b>1,191</b>	<b>1,355</b>	<b>1,515</b>	<b>1,621</b>

Source: Shimberg Center for Affordable Housing, University of Florida – December 2017.

**3. HOUSEHOLDERS BY AGE AND TENURE**

Households are the fundamental unit of demand for housing and are the way in which the population divides itself to occupy housing units. One member of a household is considered to be the representative of that household and is referred to as the householder. The percentage of the population in a given age group that are householders is the headship rate in that age group, or the propensity of persons in that age group to be household heads. Headship rates allow the conversion of the population of an age group into households. Different age groups have different propensities for forming households, so that as the age structure of the population shifts, the number of households that a given population would yield would also change. Estimates and projections of households are, therefore, based on age-specific headship rates. The headship rates are applied to the age-specific population projections. Householders by age and tenure are shown in Table 14.

**a. Elderly and Disabled Households**

The housing needs of elderly and disabled residents of Windermere require special attention. Data on the housing needs of the Town’s residents 65 and older are provided by the Shimberg Center. Table 14 below shows the projected demand for housing for the elderly by tenure. The figures indicate that by 2035 there will be a need for about 812 housing units designed with certain features that the elderly population will require, such as smaller units that are barrier free and easily accessible. There will also be a need for additional group homes. However, the Town is almost built out and any growth will be located just east of the Town limits or through annexation of existing residential subdivisions that are already built out.

Also, the current regulations provide for single-family household residences only. Currently, the Town does not have the infrastructure to support group homes, such as large assisted living facilities or nursing homes. Cost of purchase, construction and operation of such a facility probably impedes commencement or its daily operation. These types of facilities are located close to hospitals and a number of doctors and other medical facilities. The nearest hospitals are found in Ocoee and Orlando.



**TABLE 14: HOUSEHOLDERS BY AGE AND TENURE**

Age of Householder	2016		2020		2025		2030		2035	
	Owner	Renter	Owner	Renter	Owner	Renter	Owner	Renter	Owner	Renter
25 to 44 years	119	43	121	44	149	56	180	66	190	69
45 to 64 years	537	48	580	53	556	50	513	48	503	47
65 and older	300	0	393	0	544	0	708	0	812	0
<b>Total</b>	956	91	1,094	97	1,249	106	1,401	114	1,505	116
<b>% of Total Households</b>	<b>91%</b>	<b>9%</b>	<b>92%</b>	<b>8%</b>	<b>92%</b>	<b>8%</b>	<b>92%</b>	<b>8%</b>	<b>93%</b>	<b>7%</b>

Source: Shimberg Center for Affordable Housing, University of Florida – December 2017.

#### 4. HOUSEHOLDS BY INCOME

According to the Shimberg Center, 80 percent of the area median income (AMI) is a traditional measure of eligibility for programmatic housing assistance or low-income housing. For example, all beneficiaries of the federal public housing program and federal HOME program must have incomes below this amount. In 2016, there were 285 households in Windermere below the 80% AMI. This number is projected to increase by 246 by 2035. Table 15 provides a breakdown of households by income range.

**TABLE 15: HOUSEHOLDERS BY INCOME CATEGORY**

Year	Number of Households					Total
	Very Low (<= 30% AMI*)	Low (30.01-50% AMI)	Moderate (50.01-80% AMI)	Middle (80.01-120% AMI)	Upper Middle & High (120.01+% AMI)	
2016	44	122	119	136	626	<b>1,047</b>
2020	53	147	137	157	697	<b>1,191</b>
2025	66	182	162	183	762	<b>1,355</b>
2030	77	218	188	206	826	<b>1,515</b>
2035	86	241	204	225	865	<b>1,621</b>

Note: \* AMI = Area Median Income

Source: Shimberg Center for Affordable Housing, University of Florida – December 2017.

HUD establishes income eligibility standards for various housing programs based on percentages of median income, with parameters having been established to note different income groups as follows:

- Less than 30 percent of Median Income = Very Low Income Household;
- 30% to 50% of Median Income = Low Income Household;
- 50.01% to 80% of Median Income = Low/Moderate Income Household;
- 80.01% to 120% of Median Income = Moderate Income Household; and
- 120.01% or more of Median Income = Middle/Upper Income Household.

## 5. AFFORDABLE HOUSING

The widely established measure of housing affordability remains spending no more than 30 percent of household income on housing cost, regardless of tenure status. These households are referred to as “cost-burdened” by the Shimberg Center. In 2016, about 46% (479) of the households in Windermere were cost burdened. This number is projected to increase to 825 (51% of total) by 2035. Table 16 presents the number of cost-burdened households in Windermere by tenure. The relevant home values and rents affordable for the income ranges can then be established using the affordability factors indicated previously ( $30\% \times \text{household income} / 12 = \text{monthly rent affordable}$ ).

**TABLE 16: HOUSEHOLDS BY HOUSING COST BURDEN**

Year	Number of Households							
	<=30% of income		30.01% - 50% of income		> 50% of income		Total	
	Owner	Renter	Owner	Renter	Owner	Renter	Owner	Renter
2016	504	64	149	27	303	0	956	91
2020	566	69	170	28	358	0	1,094	97
2025	623	74	195	32	431	0	1,249	106
2030	677	80	218	34	506	0	1,401	114
2035	715	81	235	35	555	0	1,505	116

Source: Shimberg Center for Affordable Housing, University of Florida – December 2017.

Persistently high rents and lagging income growth have made gross rent burdens a pressing problem for renters. Typically, federal programs that offer rental subsidy, such as Section 8, allow the applicants to choose the location of their homes. Table 17 shows the current and anticipated number of households that have incomes below 80 percent of the Area Median Income and pay more than 50 percent of their income for housing (severely cost burden households).

**TABLE 17: SEVERELY COST BURDEN HOUSEHOLDS**

Tenure	Number of Households*				
	2016	2020	2025	2030	2035
Owner-occupied	214	257	316	377	417
Renter occupied	0	0	0	0	0
<b>Total</b>	<b>214</b>	<b>257</b>	<b>316</b>	<b>377</b>	<b>417</b>

Note: \* Equals the total number of households with incomes less than 80.01% of the Area Median Income and pay more than 50% of their income on housing costs.

Source: Shimberg Center for Affordable Housing, University of Florida – December 2017.

Low-income households have very few choices in new housing within Windermere. The Town is very small, almost built out, and has kept the low density housing to protect its historical character. Small single-family dwellings are presently the only affordable types of new housing for this income group in Windermere.

## 6. LAND REQUIREMENT

The Town’s *Existing Land Use Map*<sup>5</sup> (see Appendix A) shows that there are 733 acres of residential land use supporting 2,889 residents in 2016. At this ratio, the Town will need 222 additional acres for residential development to support the 2035 population (see Table 18). The *Future Land Use Map* (see Appendix A) shows a total of 876 acres of residential lands, including single-family residential (SFR) and planned unit development (PUD) land use designations. As such, the Town has insufficient land to accommodate the projected housing needs for the planning period. However, as previously mentioned, the Town is land locked and almost built out with only 80 acres of vacant residential lots and 30 acres of vacant agricultural lots. Also, possible annexations adjacent to the Town limits were discussed by Town Council in 2015. Such annexations could include portions of the Four Corners area at the eastern Town limits, Chaine Du Lac, Islesworth, or other residential subdivisions that are already built out, which is the primary way the Town’s population will significantly grow.

**TABLE 18: LAND REQUIREMENTS FOR PROJECTED HOUSING NEEDS**

Year	Population	Residential Acres* Needed to Support Population	Total Residential Acres	Available Land
2016	2,889	733	876	143
2020	3,222	818	876	58
2025	3,638	923	876	-47
2030	4,032	1,023	876	-147
2035	4,328	1,099	876	-222

Notes: \*Based on the following formula – (2018 Acres of Occupied Residential Parcels ÷ 2016 Population) \* Projected Population.

Source: Wade Trim, Inc. and Orange County Property Appraiser Data, 2018

## 7. PRIVATE SECTOR CONTRIBUTION

All new construction or redevelopment is expected to be provided by the private sector as it has in the past. A number of small builders currently build in the area. The Town shall continue to work with developers interested in constructing residential units on the Town’s vacant residential lots.

<sup>5</sup> Based on the 2018 Orange County Property Appraisal Geographic Information Systems database, as of January 2018. Does not include vacant residential.

## **8. PRIVATE SECTOR HOUSING DELIVERY PROCESS**

Like other small, affluent areas, the delivery process is simple. A buyer purchases a vacant lot from the owner or through a real estate broker and arranges his/her financing through local lenders and contracts with a local contractor for construction or he/she may buy from the local contractor who has purchased a lot and built a house. The builder may or may not (usually not) have financing arranged. This method has been adequate since the Town was incorporated.

The Town reviews and administratively approves with one stop service, building permits (proper zoning and storm water management) and conducts inspections through contracted service providers.

The Town has no impact fees; however, the Town does assess public school impact fees for new residential construction on behalf of the Orange County School District.

## **9. PROVISION OF HOUSING FOR VERY LOW, LOW, AND MODERATE INCOME HOUSEHOLDS**

The Town's minimum size requirements of 1,500 sq. ft. for a single-family home and 1,000 sq. ft. for a mobile home are not barriers to affordable housing; however, given the high cost of land in the Town, the availability of land for housing for persons in the very low, low, and moderate income groups is a barrier. Additionally, there has been no demand for new low income housing in the Town.

Mobile homes are allowed in the Town; however, the cost of land precludes economical use for a mobile home site, as most residential lots are twice the cost of a mobile home. No large tracts are available for mobile home parks.

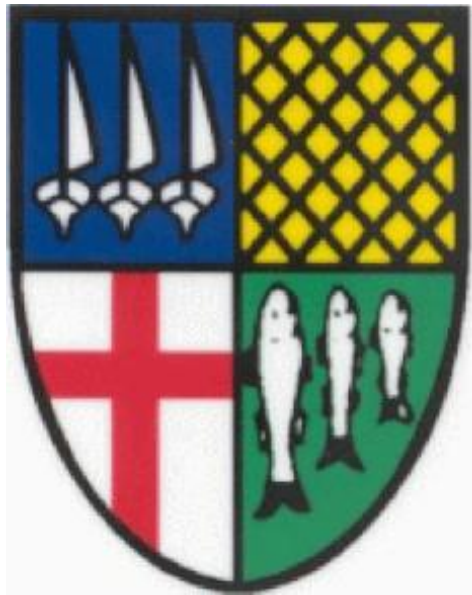
The Town does not operate a municipal wastewater (sewer) system. Orange County Utilities provides sewer services to some areas of the town (Estancia at Windermere and Rosser Reserve subdivisions). Multi-family complexes and mobile home parks are not permitted because wells and septic tanks are used. Group homes/foster care facilities, though allowed, are also not practical because of the use of individual septic systems. These types of facilities are in nearby jurisdictions that have adequate utilities and land.

## **10. INFRASTRUCTURE REQUIREMENTS**

Housing is affected by the availability and quality of public services and facilities such as potable water, sewer, drainage, and roadways. The Town does not operate municipal potable water or sewer services. Municipal potable water and sewer services are provided to portions of the Town by Orange County Utilities. The properties in the portions of the town that have potable water and sewer services from Orange County Utilities meet the adopted LOS standard for potable water and sewer. The Town has sufficient potable water and sewer capacity to meet the population demands during the planning period. As discussed in the *Transportation Element*, the Town has installed roundabouts to improve the traffic flow and pedestrian safety features to increase pedestrian safety. There are no planned projects that will add road capacity to the roadway network within the town. The Town is currently meeting the adopted LOS standards for solid waste and drainage. The Town shall continue to ensure that the provision of housing is supported with the appropriate infrastructure for the current and anticipated residents of Windermere. Additionally, the Town shall avoid the concentration of affordable housing units in specific areas of the Town.

CHAPTER 4  
INFRASTRUCTURE ELEMENT

SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE  
WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE



TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA

**INFRASTRUCTURE  
ELEMENT**

**SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE  
WATER AND NATURAL GROUNDWATER AQUIFER RECHARGE**

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## CHAPTER 4 INFRASTRUCTURE ELEMENT

### A. INTRODUCTION

#### 1. SCOPE OF THE ELEMENT

This *Element* has been prepared to meet the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Florida Statutes (F.S.). In relevant part, the Act requires comprehensive plans to describe:

- 1) sanitary sewer, solid waste, drainage, potable water and aquifer recharge protection problems and needs;
- 2) ways to provide for future requirements; and
- 3) general facilities that will be required for solution of the problems and needs.

The support documents are presented as sub-elements for the different types of facilities dealt with in the *Element* and for natural groundwater aquifer recharge areas. Each sub-element includes:

- 1) background information about relevant terms, concepts and regulatory provisions;
- 2) a survey of existing conditions; and,
- 3) an assessment of existing and future needs and recommendations for meeting those needs.

Population estimates were derived from the *Future Land Use and Housing Elements* and are presented in Table 1 below.

**TABLE 1: POPULATION PROJECTION BY AGE**

Age Group	2016	2020	2025	2030	2035
0-14 years old	540	565	666	756	823
15-24 years old	369	422	426	416	456
25-34 years old	150	175	209	248	235
35-44 years old	243	227	292	351	401
45-54 years old	517	496	434	392	482
55-64 years old	546	655	665	626	515
65-74 years old	314	408	544	680	667
75+ years old	210	274	402	563	749
<b>Total</b>	<b>2,889</b>	<b>3,222</b>	<b>3,638</b>	<b>4,032</b>	<b>4,328</b>

Source: Shimberg Center for Affordable Housing, University of Florida – December 2017; population estimate (2016) and projections (2020-2035) sourced from University of Florida Bureau of Economic and Business Research (BEBR) and State of Florida Office of Economic and Demographic Research (EDR).

## B. SANITARY SEWER

### 1. INTRODUCTION

This section of the *Infrastructure Element* assesses the availability, demands, and needs of sanitary sewer in Windermere. This section also presents an analysis of the soils found in Windermere as they correspond to the suitability to support the use of septic tanks in Town.

### 2. EXISTING CONDITIONS

The only central sanitary sewer systems in Town serves the subdivisions of Estancia at Windermere and Rosser Reserve; all other users currently utilize septic systems. The Town has adopted a level of service for sanitary sewer of 300 gallons per day per equivalent resident unit.

Septic tank systems provide on-site wastewater treatment for both residential and small-scale commercial development. Residential septic tanks typically range in capacity from 500 to 1,000 gallons. Commercial septic tanks generally have a larger capacity.

Effluent from septic tank systems is discharged to the drainfield where it is allowed to percolate into the soil. Soil permeability and depth to the water table are limiting factors on septic tank performance.

Solid residues from septic tanks, called septage, must be removed periodically. Residential systems typically must be cleaned every three to five years. Commercial systems require more frequent cleaning, as often as once a month for uses such as restaurants. Septage is hauled by private contractors licensed by the County.

The *Federal Water Pollution Control Act* (PL 92-500) is the controlling national legislation relating to the provision of sanitary sewer service. The goal of this *Act* is the restoration and/or maintenance of the chemical, physical and biological integrity of the nation's waters. The *Act* established the national policy of implementing area wide waste treatment and management programs to ensure adequate control of sources of pollutants.

The Florida Department of Health regulates septic tank and drainfield installation within the state. These requirements have been adopted by rule in Chapter 64E-6, F.A.C.

The Orange County Health Department regulates and approves septic systems within the Town and County. A percolation test and studies of the soil are used to determine size, siting and type of individual systems. Other than a few lots in the north east section of the Town which have raised drainfields, all other lots in Town are in a "suitable" category where septic tanks are able to be permitted.

### **3. SOILS**

Soils are an important aspect in land development. The physical and chemical properties of soils restrict the intensity of development through limitations on road construction, landfill siting, septic tank operation, and building placement.

There are a variety of soil types in Windermere (see the Town's *Soils Map* in Appendix A). The general descriptions of the soils in the Town are found below in Table 2.

**TABLE 2: SOILS**

Soil Type	Hydric Soil	Drainage Class	Concrete Corrosion	Steel Corrosion	Acres
Archbold Fine Sand, 0 To 5 Percent Slopes	No	Moderately Well Drained	Moderate	Low	0.27
Arents, Nearly Level	No	Somewhat Poorly Drained	High	Low	67.45
Basinger Fine Sand, Depressional	Yes	Very Poorly Drained	Moderate	High	18.84
Candler-Apopka Fine Sands, 5 To 12 Percent Slopes	No	Excessively Drained	High	Low	28.72
Florahome Fine Sand, 0 To 5 Percent Slopes	No	Moderately Well Drained	High	Low	1.30
Immokalee Fine Sand	No	Poorly Drained	High	High	38.41
Ona Fine Sand	No	Poorly Drained	High	High	3.77
Samsula Muck	Yes	Very Poorly Drained	High	High	0.93
Sanibel Muck	Yes	Very Poorly Drained	Moderate	High	88.88
Seffner Fine Sand	No	Somewhat Poorly Drained	Moderate	Low	1.20
Smyrna Fine Sand	No	Poorly Drained	High	High	152.46
Smyrna-Urban Land Complex	No	Poorly Drained	High	High	20.96
St. Johns Fine Sand	No	Poorly Drained	High	High	8.60
Tavares Fine Sand, 0 To 5 Percent Slopes	No	Moderately Well Drained	High	Low	305.28
Tavares-Urban Land Complex	No	Moderately Well Drained	High	Low	265.88
Tavares-Millhopper Fine Sands, 0 To 5 Percent Slopes	No	Moderately Well Drained	High	Low	190.61
Water	Unranked	N/A	N/A	N/A	508.73

Notes: Drainage Class - Identifies the natural drainage conditions of the soil and refers to the frequency and duration of wet periods.

Concrete Corrosion - Susceptibility of concrete to corrosion when in contact with the soil.

Steel Corrosion - Susceptibility of uncoated steel to corrosion when in contact with the soil.

Source: U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS) SSURGO Soil Survey, 2015.

#### **4. ANALYSIS**

As previously noted, there are limited central sanitary sewer systems in Town. It is important to note that there are only 80 acres of vacant residential lots, 30 acres of vacant agricultural lots, and 0.38 vacant institutional acres in the Town; therefore, Windermere is almost built out. Also, with the exception of limited vacant lands adjacent to the eastern and western Town limits (outside of the Town limits), there are no other vacant lands adjacent to Windermere. As such, annexations to the Town limits will be primarily existing single-family subdivisions that are built out or the limited vacant land referenced above. The Town understands the need to continue to analyze the appropriateness and feasibility of such a system based on either redevelopment or future environmental concerns.

The soils in Town are overall suitable for septic tanks. The Town shall continue to prohibit septic tanks to be located in environmentally sensitive areas or within 300 feet of a public potable water well or within 75 feet of a private potable water well. The Town shall also continue to enforce the water and sewer concurrency standards established in the Town's Land Development Regulations.

## C. SOLID WASTE

### 1. INTRODUCTION

Solid waste is defined as "any garbage, refuse, sludge...and any other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from residential, industrial, commercial, mining, and agricultural operation, and from community activities". Hazardous waste is defined as "a solid waste, or combination of solid waste which because of its quantity, concentration, or physical, chemical, or infectious attributes, may:

- (a) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness, or
- (b) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed" (U.S.C. 6903 (5)).

This section of the *Infrastructure Element* assesses the Town's needs for solid waste disposal and the adequacy of the existing disposal method.

### 2. EXISTING CONDITIONS

No solid waste facilities exist in the Town. Within the Town, residential solid waste is hauled to a County facility by a private contractor under contract to the Town with billings by the Town to individual customers. Commercial establishments are handled by private contractors under individual private contract.

The County's Solid Waste Management System consists of three facilities as detailed below.

The County's major facility is a 1,500-acre landfill site, located in east Orange County, at the east terminus of Young Pine Road. In addition, 3,300 acres have been acquired to expand the landfill site to approximately 5,000 acres.

A second facility is the Porter Transfer Station, which is located in west Orange County near Good Homes Road and State Road 50.

The third facility is the McLeod Road Transfer Station, located in the City of Orlando, but operated by Orange County.

The County has acquired an additional 3,300 acres for expanded landfill space in an area adjacent to the existing landfill. The site will provide additional landfill area, maintain an adequate buffer from future residential development and facilitate restoration of the wetlands. It is estimated that this acquisition will expand the life of the landfill by over 20 years.

With 12 months of data, the amount of garbage generated in 2017 was 1,744.74 tons or 3,489,480 pounds (solid waste plus recycling). This equates to 1,208.69 pounds per customer over the 12-month timeframe. Using an average per customer, this amounts to 3.31 pounds per day, based on a 2017 population of 2,887..

Based on the data, each person in Windermere generated an average of 3.31 pounds per day. The adopted level of service is 4.0 pounds per person per day. So, the current LOS of 3.31 pounds per day meets the Town's adopted concurrency standard.

The Town shall continue to cooperate with the County to comply with the latest State regulations regarding the disposal of solid waste. The Town Manager is the Town liaison with the County.

### **3. ANALYSIS**

As previously noted, the garbage generated by customers in Windermere is currently meeting the adopted level of service standard of 4.0 pounds per person per day. As noted in Table 1 above, the Town's population is projected to increase to 4,328 by 2035. However, this projection does not take into account that the Town is almost built-out with a few vacant lots scattered across Town. The Town has assessed the projected solid waste needs based on the 2035 population projections.

The adopted solid waste level of service is 4.0 pounds per person per day. As such, the Town is expected to generate 14,326 pounds a day of garbage in 2035 (see Table 3). The Town shall continue to monitor the adopted LOS standards through the annual concurrency review and identify and address all deficiencies during the planning period.

**TABLE 3: SOLID WASTE LEVEL OF SERVICE PROJECTIONS 2020-2035**

<b>Year</b>	<b>Population</b>	<b>Adopted LOS Standard</b>	<b>Pounds per Year</b>	<b>Pounds per Day</b>
2020	3,222	4.0 pounds per person per day	3,892,659	10,665
2025	3,638	4.0 pounds per person per day	4,395,250	12,042
2030	4,032	4.0 pounds per person per day	4,871,260	13,346
2035	4,328	4.0 pounds per person per day	5,228,873	14,326

Sources: Town of Windermere. Population projections sourced from Table 1 of this Element.

Like all municipal governments in Orange County, Windermere uses the Orange County landfill for its solid waste needs. At the current time, Windermere has no plans to change its solid waste collection methods. The Town shall continue to cooperate with the County on recycling efforts.

The Town has no hazardous waste landfill or facilities nor any hazardous waste management personnel. Citizens are urged to use County facilities and collection days for hazardous waste disposal.

**D. DRAINAGE**

**1. INTRODUCTION**

Drainage is the conveyance, treatment and attenuation of water generated from storm events. Drainage systems are designed to safely and efficiently manage stormwater to reduce the threat to human safety and property from flooding caused by stormwater. The adequacy and efficiency of a drainage system depends upon variables such as:

- system capacity,
- intensity and duration of a storm event,
- topography, and
- soil permeability, and level of the water table.



Drainage systems designed to accommodate stormwater from a rainfall event of average intensity and duration may be unable to accommodate stormwater generated by an exceptionally intense or long rainfall event. These variables, as well as physical limitations such as elevation and available land, and cost are considered in the planning of drainage systems.

This section addresses major natural drainage features, existing facilities and programs, and opportunities for stormwater management in Windermere.

## **2. EXISTING CONDITIONS**

The Town regulates and enforces stormwater drainage through its Land Development Regulations and the concurrency requirements of this *Comprehensive Plan*. The Town outlines the minimum level of service standard for drainage facilities as providing for the 100-year, 24-hour rainfall event and providing retention for water quality consistent with new and innovative techniques.

The guidelines established in the Town's *Stormwater Drainage Ordinance* are consistent with the applicable stormwater drainage requirements of the County, State, and Federal agencies. The Town's drainage facilities are operated (maintained) by Town staff.

The Town has been very successful in obtaining grants to address existing stormwater drainage issues. Windermere received grant funds totaling \$762,777 from the U.S. EPA, Florida DEP, and Florida Department of Community Affairs in conjunction with FEMA. Windermere matched those grant funds with \$763,145. These combined funds were used to design and construct several stormwater drainage improvements throughout the Town.

The Town is contiguous to five of the lakes within the Butler Chain of Lakes, an Outstanding Florida Water, and its drainage system. Lake Bessie (not a part of the chain) is connected to Lake Down by a County installed 24" pipe for flood purposes. Lake Down and Wauseon Bay are connected by an opening and Lake Crescent (not a part of the chain) is connected to Lake Butler by a non-navigable canal.

During periods of significant rainfall, these lakes receive excess surface water run-off from adjacent lands. The physical, chemical and biological environment of this high quality natural lake system is extremely sensitive to both the quantity and quality of surface waters which it receives from contributing land areas. The Town, as discussed in the Drainage portion of the Infrastructure Element, adopted a Stormwater Management Ordinance in 1982 and constructed a number of swales which reduced the runoff into the lakes.

Subsequently, the Town adopted a Stormwater Retention Ordinance that requires all development projects that add 125 square feet or more of impervious surface area to retain the first inch of corresponding rainfall onsite in order to reduce direct discharge into the lakes and adjacent properties. A number of swales and improvements to the roadside ditches were constructed by the Town and runoff into the lakes, primarily at First Avenue and Forest Street has been significantly reduced.

As noted in the *Transportation Element*, the majority of the local roads in Windermere are not paved. While no plans are being considered for paving of streets within the Town, should the streets be paved, it will be necessary to include a stormwater drainage system. From the Town Center, all elevations descend to the lakes, in each direction, so a system will be needed to prevent drainage into the lakes.

The Town is located in southwest Orange County and is situated within the Cypress Creek watershed, which is part of the Kissimmee River Basin. Surface waters draining from this watershed ultimately reach Lake Okeechobee in south Florida. The Cypress Creek drainage basin upstream from its point of discharge into Bonnet Creek, is comprised of approximately 8 square miles of lakes, 2 square miles of swamp and 22 square miles of rolling hills. The majority of lakes within this basin adjoin the Town. The creek is dry 10% of the time because of the substantial amount of storage capacity provided by the extensive area of natural lakes and contiguous swampland.

The Town is situated in the foothills of a highland region transitioning to intermediate regions. It is characterized by nearly level and gently sloping high ridges with slopes leading to the lakes. Lakes are shown at 100 feet and the highest contour line at 125 feet at Main Street. In the east, the difference is about 40 feet. Neither differential creates serious problems in the Town. An extract of the U.S. Geological Survey topographical map is featured on the Town's *Contour Map* (see Appendix A).

### **3. ANALYSIS**

The Town requires that all new development provide evidence to show that LOS ratings in stormwater conveyances serving the new development will not be degraded to an LOS lower than currently exists as a result of the new development's construction and stormwater runoff contribution.

The Town is concerned about the stormwater runoff into Lake Bessie from the Isleworth residential subdivision. Windermere shall work with Orange County in an educational and enforcement program regarding measures to conserve and protect the water quality of Lake Bessie and the Butler Chain of Lakes.

The Town is also concerned with the stormwater runoff at the County's boat ramp located on Conroy Windermere Road. The ramp, turning area, and road itself are all paved and lead into Lake Down. The Town is continuing efforts to coordinate with the County to improve the water quality of Lake Down and the Butler Chain of Lakes.

No projected drainage facility needs have been identified nor have capacity surpluses been computed (use is dependent on the volume of rain and its intensity as well as the prior lack of rain.) As indicated in the *Future Land Use* and *Housing Elements*, growth will be gradual, and no large number of homes will be built. In addition, the Town shall continue to require all new homes and those that undergo substantial remodeling to retain the first inch of rainwater. Overall, the Town's drainage system is functioning as expected.

The Town lacks an inspector to constantly inspect the residential lots to ensure maintenance of their required water retention facilities and it is impractical to hire an inspector for that purpose. The Town Planner and Building Official approve all new building plans and ensure initial compliance with the Town's regulation.

The Town shall continue to enforce the stormwater standards established in the Town's Land Development Regulations and this *Comprehensive Plan*.

## **E. POTABLE WATER**

### **1. INTRODUCTION**

The source of Windermere's potable water is the Floridan Aquifer. In cooperation with Orange County Utilities, the Town provides its residents and visitors with safe drinking water.

This section presents the existing conditions and capacity of the water treatment, storage and distribution components in the system, calculates the current level of service, and uses it to determine future growth demand on the potable water system.

## 2. EXISTING CONDITIONS

The Town does not own or operate a public water system, nor does the Town own or operate a water distribution system. Potable water is supplied to certain areas within the Town limits by Orange County Utilities, a department of the Orange County government. This potable water service is provided to the Town under the terms of the Orange County/Town of Windermere *Interlocal Water Service Agreement* executed by the parties in January 1990. This Agreement does not specify any minimum or maximum amounts of water to be provided by Orange County Utilities to the Town. The Agreement specifies an initial 30-year term (through 2020) and requires that amendments or waivers to the terms of the *Agreement* are to be made by the parties in writing.

The permitted capacity of the three wells that serve the Windermere area is 31.94 million gallons per day (MGD). The current consumptive use permit (CUP) allotment for those same three wells is 10,176.6 million gallons per year (MGY). With the CUP, the maximum day withdrawal is as follows: Western Regional (20.9 MGD), Oak Meadows (3.9 MGD),<sup>1</sup> and Hidden Springs (7.14 MGD).<sup>2</sup> The current CUPs for these facilities allow for flexibility of groundwater pumping from these facilities combined with other water supply facilities in adjacent Orange County Utilities service areas. The combined CUP allocation for these three water supply facilities ranges between 9,465.9 MGY in 2006 and 10,168.6 MGY in 2026. The St. Johns River Water Management District (SJRWMD) CUP for the Western Regional and Oak Meadows facilities do not have a maximum day or maximum month allocation. The South Florida Water Management District (SFWMD) Water Use Permit for the Hidden Springs facility has a maximum daily withdrawal allocation of 7.14 MGD.

The average daily flow for the three facilities that serve the Windermere area, for the period January 2016 through December 2016 was 11.520 MGD.<sup>3</sup> During January 2017 and December 2017, the 12-month average of 307 GPD/Equivalent Residential Unit (ERU) met the Town's adopted LOS of 350 GPD/ERU.

Based on the Town's *2018 Water Supply Plan* (see Appendix B), 508 residential structures and 22 non-residential structures were connected to the County's water distribution system. The remaining residential structures and non-residential structures are being supplied by individual wells. The older wells in Town are 2 and 3 inches, while the newer wells are at least 4 inches to meet State standards. The wells vary from 150 to 200 feet deep and the quality is generally excellent and without excessive minerals requiring expensive treatment.

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<sup>1</sup> St. Johns River Water Management District (SJRWMD), May 16, 2017. Permit Number 3317-45. OCU Water Service Areas. [https://permitting.sjrwmd.com/apps/idcplg?IdcService=GET\\_FILE&coreContentOnly=1&RevisionSelectionMethod=Latest&allowInterrupt=1&dDocName=EREG\\_6515419](https://permitting.sjrwmd.com/apps/idcplg?IdcService=GET_FILE&coreContentOnly=1&RevisionSelectionMethod=Latest&allowInterrupt=1&dDocName=EREG_6515419)

<sup>2</sup> South Florida Water Management District (SFWMD), September 17, 2012. Permit Number 48-00059-W. Hidden Springs Water Supply Facility. [http://apps.sfwmd.gov/entsb/docdownload?object\\_id=0900eeca85cd6bb9](http://apps.sfwmd.gov/entsb/docdownload?object_id=0900eeca85cd6bb9)

<sup>3</sup> Florida Department of Environmental Protection, Drinking Water Plant Flow Data, Year 2016 (Modified October 25, 2017) <https://floridadep.gov/sites/default/files/mor2016.xlsx>

Fire protection is by contract with the City of Ocoee, who uses tankers.

### **Issues**

Reclaimed water is defined as treated wastewater and can be used for irrigation and other non-potable uses to extend the State’s water supplies. According to the Southwest Florida Water Management District, up to 50% of a community’s drinking water is used for irrigation and the majority of this irrigation water could be replaced with reclaimed water. In light of this information, the Orange County Utilities operates three regional water reclamation facilities located throughout Orange County and provides reclaimed water to many different areas of the County. However, to date, no reclaimed water service is provided to any residential or non-residential properties within Windermere. The Town will encourage Orange County Utilities to extend the reclaim water service to the Windermere area. This will assist in the State’s efforts to conserve the State’s water supply.

## **3. ANALYSIS**

Potable water service to those already-developed areas that may seek annexation during the planning period is provided either through self-service via individual wells, or through connections to the Orange County Utilities water distribution system. Annexation into the Town of Windermere would not increase the demand for potable water in those annexed areas. The potable water system distributed by Orange County Utilities has more than enough capacity to support the Town’s population during the planning period with a total allocation of 102.4 MGD. The Town is allocated 0.39 MGD of the County’s total system, or 0.38% of the County’s total allocation. The Town’s potable water demand during the planning period is only expected to be 0.19% of the projected total Orange County Utilities’ Water Service Area demand.

Because the Town neither produces nor distributes either potable or reuse water, the Town does not maintain any service area or distribution system maps. The Town has not adopted a Chapter 180 Utility Service Area, nor does it intend to adopt a Utility Service Area within the planning period.

The Town shall continue to enforce the guidelines established in the Town’s Cone of Influence and Wellhead Protection Areas. The Town’s Wellhead Protection Areas are featured on the Town’s *Future Land Use Map* (see Appendix A).

The Town shall continue to promote the following principles of Florida-Friendly landscaping to be used for new developments or for new houses in older portions of the Town:

- appropriate planning and design;
- use of soil amendments;
- efficient irrigation;
- practical turf areas;
- use of drought tolerant plants;
- use of mulches; and
- appropriate maintenance.

The Town shall continue to work with Orange County Utilities, the South Florida Water Management District, and the St. Johns River Water Management District to encourage water conservation through a combined program of public education and plumbing and irrigation system retrofits and refinements.

The Town, in its FY 2018/19 budget, includes funding for the development of a potable water master plan. The purpose of this master plan is to determine the feasibility of extending potable water to the entire Town.

## **F. NATURAL GROUNDWATER AQUIFER RECHARGE**

### **1. INTRODUCTION**

Recharge is a process whereby rainfall percolates downward through the soil to reach the underlying aquifers. Indicators which help to identify recharge areas are soil type, texture, slope and land use. Water percolates more efficiently through soils with coarse texture than through clay and organic textured soils.

The slope and land use affect the length of time that water is retained. Therefore, these factors affect how much water will percolate or run off the surface. If land is covered by impervious surfaces such as buildings, parking lots and roads, then little recharge can occur. Lateral seepage must occur under these areas for any recharge function to exist. Recharge can be preserved either through land use intensity controls or design requirements for maintaining or improving recharge.

The Floridan aquifer is the principal source of drinking water for Orange County. This aquifer supplies Orange County's potable water for public supply and a substantial portion of water used for irrigation, industrial, domestic and agricultural purposes. Most of the water in the Floridan aquifer is derived from an average annual rainfall of approximately 50 inches. Groundwater recharge to the Floridan aquifer is from infiltration of rain through the relatively thin, semi-permeable confining beds in the northwestern and western section of the County.

Aquifer recharge is the process whereby rainfall percolates downward through the soil to reach the underlying aquifers. There are four types of recharge areas in Orange County, based on data supplied by the State of Florida. Below is a detailed description of these recharge categories.

#### **AREAS OF GENERALLY NO RECHARGE**

Areas of generally no recharge usually do not allow water to percolate into the aquifer. These areas often exist where the water table lies above land surface.

#### **AREAS OF VERY LOW RECHARGE**

Areas of very low recharge have less than two inches of recharge per year, per acre. These areas have similar characteristics as areas of no recharge. In low recharge areas, however, the water table will drop below the land surface during the dry season and allow water to percolate downward. These areas often have high concentrations of clay soils.

#### **AREAS OF VERY LOW TO MODERATE RECHARGE**

Areas of very low to moderate recharge generally experience two to ten inches of recharge per year, per acre. In these areas, the water table lies below land surface, which enables recharge to occur. However, these areas often have high amount of clay-like soils which reduce the ability of water to percolate downward.

#### **AREAS OF HIGH RECHARGE**

Areas of high recharge are characterized by several characteristics.

- Sandy soils and sink holes are common.
- The water table is significantly below land surface, enabling water from prolonged rains to be stored without the water table rising to the land surface.
- The water table usually experiences a three to six-inch change in its level between the dry and wet season.

High recharge areas percolate an average of twelve inches of water per year, per acre into the aquifers, although some areas can recharge up to 20 inches per year. Twelve inches of recharge equals approximately 326,700 gallons of water.

Windermere and the surrounding area are in the very low to moderate recharge area with a recharge rate of 1 to 10 inches per year.

## 2. ANALYSIS

Windermere adopted a *Stormwater Management Ordinance* in 1982 and constructed a number of swales in Town, which reduced the runoff into the lakes. The Town currently enforces stormwater management through the subsequently adopted *Stormwater Retention Ordinance* and the guidelines and standards established in this *Comprehensive Plan*.

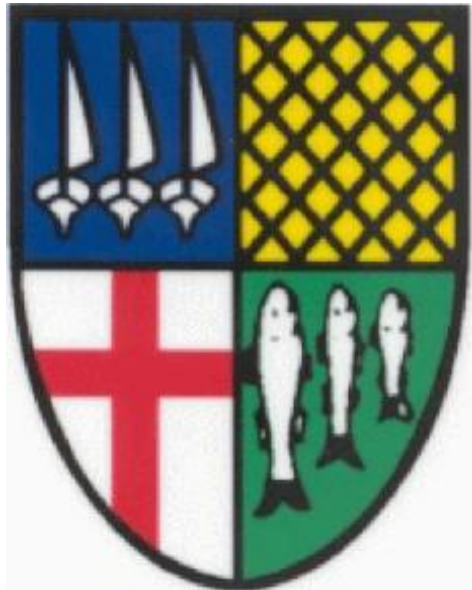
The Town shall continue to protect the groundwater and aquifer recharge by enforcing the standards established in the Town's Cone of Influence and Wellhead Protection Areas. The Town shall also continue to protect and conserve the groundwater by restricting development to occur on environmentally sensitive lands.

The Town's well drained sandy soils, lakes, predominately unpaved sandy streets, wooded areas and grassy yards contribute to water recharge. The larger one acre lots also contribute to the water recharge in the area. The Town's stormwater regulations have been identified and discussed earlier and contribute to recharge.

The Town's *Land Development Regulations* and the *Goals, Objectives* and *Policies* in this *Comprehensive Plan* are adequate regarding measures focused on the protection of the ground water and aquifer recharge in the Windermere area.



CHAPTER 5  
CONSERVATION ELEMENT



TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA

**CONSERVATION ELEMENT  
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## CHAPTER 5 CONSERVATION ELEMENT

### A. INTRODUCTION

#### 1. Purpose

The purpose of the *Conservation Element* is to provide a guide for the conservation, use, and protection of natural resources located within the Town. The *Element* is intended to protect and enhance the public health, safety, welfare and the quality of the environment.

In addition, the *Element* establishes a plan and policy direction concerning conservation of natural resources and will provide a basis for decision-making by Town officials. As growth occurs, the need for protection and management of the Town's natural resources will increase.

The Town's natural resources are identified and analyzed. A description of these resources and their significance is also presented. Policies to maintain and enhance these resources as well as shape growth patterns of the Town are included.

#### 2. Environmental Setting

Windermere lies within the Cypress Creek Watershed, a part of the West Chain of Lakes Water Use Basin of the Kissimmee River Region. It has a moderate climate with long, but humid summers and winters with occasional cold fronts dropping the temperature below freezing. The average annual precipitation is 48 inches.

The Windermere area is known for its many lakes and principally the Butler Chain of Lakes, some 11 lakes extending from Lake Down south to Fish Lake.

The degradation of environmentally sensitive lands in the area, regionally significant recreation areas and critical habitats for flora and fauna is occurring, and given the present growth rate, will continue to occur unless corrective measures are taken.

### **3. Current Situation**

With the advent of the Walt Disney World complex in 1971, the borders of which are only 4.5 air miles from Windermere, considerable residential development has taken place in the area. Based on U.S. Census data and Florida Office of Economic and Demographic Research (EDR) estimates, the population of Orange County was, 896,344 in 2000, 1,145,956 in 2010, and 1,280,387 in 2016. During the same period Windermere’s population was 1,897 in 2000, 2,462 in 2010, and 2,889 in 2016. Because of the Town’s geography among the lakes, there is limited land to develop within the Town and the Town shares only a small percentage of the countywide population (i.e., less than one percent). While the Town has grown over time, the greatest increases in population have occurred in the surrounding areas of unincorporated Orange County, Winter Garden, and Ocoee.

## **B. INVENTORY OF CONSERVATION RESOURCES**

### **1. Rivers, Bays, Lakes, Estuarine Systems, Etc.**

Portions of Lake Down, Lake Bessie, Lake Crescent, and several unnamed lakes are within the Town limits (see the Town’s *Existing Land Use Map* in Appendix A). The majority of these lakes are managed by the County and are part of the Butler Chain of Lakes, an “Outstanding Florida Water” as designated by the Florida Department of Environmental Protection (FDEP) under authority of Section 403.061 (27), Florida Statutes as worthy of special protection because of their natural attributes. The lakes are used for boating, swimming, fishing and other water-related activities. Pollution of the lakes comes from residential lawn fertilizer, road runoff and occasional past drainage by Orange County into the Chain from other bodies of water. Boat engines and people also pollute the lakes.

### **2. Groundwater Resources**

The Floridan aquifer is the principal source of drinking water for Orange County. At present, this aquifer supplies Orange County’s potable water for public supply and a substantial portion of water used for irrigation, industrial, domestic and agricultural purposes. Most of the water in the Floridan aquifer is derived from an average annual rainfall of approximately 50 inches.<sup>8</sup> Groundwater recharge to the Floridan aquifer is from infiltration of rain through the relatively thin, semi-permeable intermediate confining unit in the northwestern and western section of Orange County and from rapid infiltration basins such as Reedy Creek in southwest Orange County.

Aquifer recharge is the process whereby rainfall percolates downward through the soil to reach the underlying aquifers. There are four types of recharge areas in Orange County, based on data supplied by the State of Florida. Below is a detailed description of these recharge categories.

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<sup>8</sup> Adamski, James C. and Edward R. German (2004), Hydrogeology and Quality of Ground Water in Orange County, Florida, U.S. Geological Survey Water-Resources Investigations Report 03-4257

**Areas of generally no recharge.** Areas of generally no recharge usually do not allow water to percolate into the aquifer. These areas often exist where the water table lies above land surface.

**Areas of very low recharge.** Areas of very low recharge have less than two inches of recharge per year. These areas have similar characteristics as areas of no recharge. However, in low recharge areas the water table will drop below the land surface during the dry season and allow water to percolate downward. These areas often have high concentrations of clay soils.

**Areas of very low to moderate recharge.** Areas of very low to moderate recharge generally experience two to ten inches of recharge per year, per acre. In these areas, the water table lies below land surface, which enables recharge to occur. However, these areas often have high amounts of clay-like soils that reduce the ability of water to percolate downward.

**Areas of high recharge.** Areas of high recharge are characterized by several characteristics.

- Sandy soils and sink holes are common.
- The water table is significantly below land surface, enabling water from prolonged rains to be stored without the water table rising to the land surface.

While most of Orange County is located in an aquifer recharge area, the Town of Windermere is located in very low to moderate recharge area with a recharge rate of 1 to 10 inches per year.

### **3. Floodplains & Topography**

Floodplains are valuable resources which provide a rich diversity of vegetation and wildlife. These areas are sources for groundwater recharge that filters through soils during high water levels. The 100-year floodplains are also subject to inundation during a 100-year storm, causing loss of life and property, disruption of services, and economic loss. These areas cannot tolerate continued development which, in effect, retards their ability to absorb water and restrict the flow of water from adjacent higher elevation areas.

Orange County’s Geographic Information Systems (GIS) database shows that there are 100-year floodplains or “Special Flood Hazard Areas” in the Town (see the Town’s *Floodplain Map* in Appendix A). The FEMA flood zone designations in Windermere are as follows:

- Zone AE – Special flood hazard area where base flood elevations are provided.
- Zone AH – Special flood hazard area with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage.
- Areas outside the special flood hazard area and higher than the 100-year floodplain

An examination of the Town’s *Contour Map* (see Appendix A) discloses only a difference of about 25 feet in elevation in the center of Town. Lakes are shown at 100 feet and the highest contour line at 125 feet at Main Street. In the east, the difference is about 40 feet. Neither differential creates serious problems in the Town.

#### **4. Minerals**

None are known to be in the Town or vicinity.

#### **5. Soil Erosion**

None known in the Town or vicinity.

#### **6. Sinkholes**

Sinkholes are a natural and common geologic feature in areas underlain by limestone and other rock types that are soluble in natural water. The term sinkhole is used for closed depressions in the land surface that are formed by surficial solution or by subsidence or collapse of surficial materials owing to the solution of near-surface limestone or other soluble rocks. Windermere lies in one of the most vulnerable areas for sinkholes in Orange County. Several small sinkholes have been noted over the years in the Windermere area (see the Town’s *Contour Map*).

#### **7. Environmentally Sensitive Lands, Fisheries, Wildlife, Marine Habitats and Vegetative Communities Including Forest**

Windermere has approximately 18 acres of lands designated as Conservation on the *Future Land Use Map* (see Appendix A). The Town identifies Conservation lands as all areas shown on the Flood Insurance Rate Map (FIRM) by FEMA in the 100-year flood area, as a conceptual indicator of conservation, wetland, floodplain and environmentally and ecological sensitive areas, or other specific conservation areas as adopted and shown on the *Future Land Use Map*. The precise delineation of each area must be through specific studies and field determination. Only conservation, outdoor recreation, and agricultural uses are permitted on Conservation lands. The Town permits an intensity of 0.20 impervious surface ratio on Conservation lands.

Data documentation for Orange County prepared by the South Florida Water Management District (SFWMD) in 2008-2009 (the most recent available data) was examined with regard to the land cover within the Town limits. SFWMD identified 24 classes of vegetative and land cover types in Windermere (see Table 1 and the Town's *Vegetative and Land Cover Map* in Appendix A). The majority of the Town's land cover is developed or altered by human activity. Approximately 60 percent is developed for residential uses and approximately three (3) percent is developed for other uses such as institutional. Not considering lakes and waterways, other natural or agricultural land cover comprise only nine (9) percent of the Town's limits (e.g. marshes, flatwoods, pasture, citrus groves, etc.).

## 8. Bird Island (Florida Audubon Society)

Bird Island lies about 200 feet west of Windermere in Lake Butler. It was given to the Florida Audubon Society by the Chase family. It is not in the Town, but it is in Orange County. Because of its importance as a conservation area it is felt that it should be mentioned in the Town's *Comprehensive Plan*.

## 9. Air

Air quality is another example of a natural resource that impacts the Town's and surrounding areas quality of life. On average, Orange County's air quality can be considered good.<sup>9</sup> Records compiled over the past 10 years indicate acceptable levels of sulfur dioxide (SO<sub>2</sub>), particulate matter (PM), nitrogen dioxide (NO<sub>2</sub>), carbon monoxide (CO) and ozone (O<sub>3</sub>). Applicable Federal standards for ozone and particulate matter are exceeded only occasionally, and then primarily due to weather conditions or wild fires.

In 2015, the U.S. Environmental Protection Agency (EPA) announced new, stricter air quality standards to be phased in over several years. Attainment of acceptable air quality standards is the result of practicing a number of pollution control strategies. These include enforcement of State and Federal regulations, keeping an accurate and comprehensive inventory of emission sources, and monitoring air quality to determine the effectiveness of control strategies. For the Metropolitan Orlando Area, the Air Quality Index (AQI) is in good category on average<sup>10</sup> and the area has attainment status for acceptable pollutant levels under the Clean Air Act.<sup>11</sup>

Orange County's Air Quality Management (AQM) section also ensures that the air quality of Orange County meets standards set forth in the Federal Clean Air Act and in the Florida Statutes. The AQM section's primary duties include permitting, compliance (including asbestos), monitoring, and community outreach.

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<sup>9</sup> Florida Department of Environmental Protection, <https://floridadep.gov/air/air-monitoring>

<sup>10</sup> U.S. Environmental Protection Agency, [www.airnow.gov](http://www.airnow.gov); [www.epa.gov/green-book](http://www.epa.gov/green-book)

<sup>11</sup> Orange County, Florida, [www.orangecountyfl.net/Environment/AirQualityManagement](http://www.orangecountyfl.net/Environment/AirQualityManagement)



## **10. Water Supply**

Potable water is supplied to certain areas within the Town by Orange County Utilities (OCU), a department of the Orange County government. This potable water service is provided to the Town by OCU under the terms of the Orange County/Town of Windermere Interlocal Water Service Agreement executed by the parties in January 1990. This Agreement does not specify any minimum or maximum amounts of water to be provided by OCU to the Town. The Agreement specifies an initial 30-year term and requires that amendments or waivers to the terms of the Agreement are to be made by the parties in writing.

According to the County's 2017 Water Supply Facilities Work Plan (WSFWP), Orange County Utilities is allocated, through various water supply permits, 102.4 mgd of groundwater. Of that amount, the Town of Windermere is allocated only 0.38% or 0.39 mgd.

According to the Town's 2018 Water Supply Plan (see Appendix B), about 508 residential accounts and 22 of the non-residential accounts are connected to the OCU water distribution system. The remainder are supplied by individual wells.

## **11. Water Demand**

No industrial demand or future needs are indicated. With the exception of homes served by Orange County Utilities, the principal source of potable water is from private wells. No change is expected to the distribution of water supply sources. In 2017, the Town of Windermere's water demand from Orange County Utilities was 0.17 mgd. According to the Town's 2018 Water Supply Plan, the projected water demand for 2030 is 0.19 mgd, which is about 0.19% (less than 1%) of the projected total OCU Water Service Area 2030 water demand (101.9 mgd). Windermere's increased demand for 2030 is a de minimis increase when considered against the entire OCU service area. As such, neither the Town nor the County has any current plans to expand the existing water system during the planning period.

## **12. Issues**

Given the Town's location among the lakes, the probability of pollution exists from many sources including but not limited to:

- boat ramps and docks;
- homes along the lakefronts (lawn fertilizers, etc.);
- golf courses located near the lakes;
- stormwater runoff from local streets; and
- malfunctioning septic tanks.

To reduce these pollution sources, the Town of Windermere adopted a *Stormwater Retention Ordinance* that requires all development projects that add 125 square feet or more of impervious surface area to retain the first inch of corresponding rainfall onsite.

## C. ANALYSIS

### 1. Rivers, Bays, Lakes, Estuarine Systems, Etc.

As previously mentioned, there are several lakes within the Town limits. While the majority of these lakes are maintained by the County, the Town will continue efforts to inform lakefront property owners about water quality and protection measures in and/or adjacent to Windermere.

The Town, as discussed in the *Drainage* portion of the *Infrastructure Element*, adopted a *Stormwater Management Ordinance* in 1982 and constructed a number of swales which reduced the runoff into the lakes. Subsequently, the Town adopted a Stormwater Retention Ordinance that requires all development projects that add 125 square feet or more of impervious surface area to retain the first inch of corresponding rainfall onsite in order to reduce direct discharge into the lakes.

There are no farming or known industrial service point pollution problems in the Windermere area that will have a significant impact to the water quality of the Town's lakes.

The residents of Windermere see the lakes as a critical element of their quality of life and understand the importance of preserving and maintaining the lakes' water quality. The Town shall continue to support initiatives to improve and protect the Butler Chain of Lakes.

### 2. Floodplains & Topography

The Town's Land Development Code requires waterfront homes to have their foundation elevated at least two (2) feet above base flood elevation to protect them from flooding. The base flood elevations in the Town are 101 feet MSL on Lake Butler, 102 feet MSL on Lake Down, Wauseon Bay and the Canals, and 103 feet MSL on Lake Bessie; therefore, the Town requires a finished floor elevation of 104 feet MSL on Lake Down or its canals, Lake Butler and Wauseon Bay and 105 feet MSL on Lake Bessie.

While there are areas with FEMA Flood Zone designation 'AE' in the 100-year floodplain, most of these areas are at the lakefronts. Other than the lakefronts, the only flood-prone (low lying area) with designation 'AH' is located just south of Down Yonder Lane. That area is approximately two acres in size and functions as a stormwater retention pond.

### **3. Minerals**

No commercially valuable mineral sources are known to be in the area. Should any mineral resources be discovered, it is doubtful that extraction would be permitted; however, should it be considered, all Federal, State and County regulations shall be applied.

### **4. Soil Erosion**

No areas are known to have soils erosion problems and no great elevation differences exist in Town. Shoreline alteration is closely monitored by the Town and by Orange County. In order to limit shoreline alteration that may destabilize soils, the Town requires a permit for any alteration, clearance, fill or construction of a seawall, which involves changes to the shoreline or waterfront vegetation.

### **5. Sinkholes**

The Town is in an area with significant sinkhole probability. In total, 10 subsidence indents have been reported within the Town and noted by the U.S. Geological Survey as of 2015. One sinkhole has been seen in the old Town, two or more have occurred along the northeast shore of Wauseon Bay, and one was identified at Lake Butler to the west of Town. Near Wauseon Bay, one residence was previously destroyed by a sinkhole. When a sinkhole develops, the Town shall implement proper planning and engineering strategies to repair or alleviate damages needed to reduce adverse environmental impacts.

### **6. Environmentally Sensitive Lands, Fisheries, Wildlife, Marine Habitats and Vegetative Communities Including Forest**

As previously stated, the Town has identified about 18 acres of conservation lands on the *Future Land Use Map*. These are environmentally sensitive lands with natural resources that the Town shall continue to protect and conserve. In addition, the Town considers the lakes in the area as natural resources and as such, the Town shall use its full authority and the cooperation of other governmental agencies to protect, maintain, and enhance the water quality of these lakes.

Species such as indigo, coral, and rattlesnakes; doves, quail, osprey, woodpeckers and other birds; squirrels, raccoons, rabbits, otters, pileated and other woodpeckers, and owls, are seen in the Town. Bald eagles are nearby but no nests are known to be in the Town. According to the Florida Fish and Wildlife Conservation Commission (FWC), as of April 2017, the nearest bald eagle nest is on Park Ridge Gotha Road, just north of the Town limits.

No endangered, threatened species or those of special concern are known to be in the Town.

## **7. Bird Island**

It is hoped that Orange County will police and institute additional controls over Bird Island to protect it as a wildlife refuge. The island is currently controlled by the Audubon Society. This island is not within the Town limits.

## **8. Air**

Overall, the air quality in Windermere, a small community with no point source problems, is good. The Town will continue to review the air quality plans of Orange County on a regular basis to monitor the air quality standards in the Windermere area.

## **9. Water Supply**

No data as to water quantity or quality problems have been provided to the Town by Orange County Utilities and both the quantity and quality appear to be adequate.

## **10. Water Demand**

The Town has not adopted a Chapter 180 Utility Service Area, nor does it intend to adopt a Utility Service Area within the ten-year (water supply) study period.

The Town does not own or operate a public water system, nor does it own or operate a water distribution system. The Town has no plans during the planning period to own or maintain a public water system or water distribution system.

The Town has no readily available source of reuse water for irrigation of residential or commercial properties.

Potable water service to those already-developed areas that may seek annexation during the planning period is provided either through self-service via individual wells, or through connections to the OCU water distribution system. Annexation into the Town would not increase the demand for potable water in those annexed areas.

## **11. Other Matters**

The only known commercial activity on the lakes in and/or adjacent to Windermere is by professional fishing guides using the Butler Chain of Lakes. The Butler Chain of Lakes is a popular recreational site and is discussed in the *Recreation and Open Space Element*.

Pollution is discussed in the Drainage portion of the *Infrastructure Element* and other portions of this *Comprehensive Plan*.

## 12. Issues

The western area, outside of the Town limits, was generally one acre lots but in recent years, smaller lots have been permitted. Recent residential development within the Town limits at Estancia at Windermere and Rosser Reserve have also permitted smaller lots. With these developments, limited vacant land remains and any growth in the Town will only occur by infill or annexation.

Excess clearing of lakefronts has occurred in the past; however, current ordinances require permitting of any shoreline alteration. The Town shall work with Orange County in an effort to educate and enforce lakefront regulations in order to protect the water quality. Windermere will also work with Orange County in an effort to preserve some of the natural environment along the lakes as a habitat for native species.

Hazardous waste is discussed in the *Infrastructure Element*. All residential solid waste is handled by a commercial company and sent to the County dump. Hazardous waste is regulated by State and local rules. The Town shall provide education to its residents and businesses on the importance of proper handling of hazardous wastes, especially in relation to protecting natural resources.

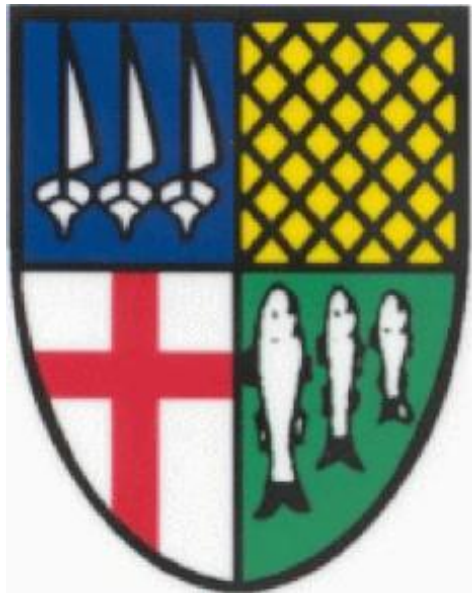
**TABLE 1: SFWMD’S LAND USE AND LAND COVER FOR WINDERMERE**

<b>FLUCCS*</b>	<b>DESCRIPTION</b>	<b>ACRES</b>	<b>PERCENTAGE</b>
1110	FIXED SINGLE FAMILY UNITS	130.34	7.66%
1180	RURAL RESIDENTIAL	9.86	0.58%
1210	FIXED SINGLE FAMILY UNITS	877.09	51.53%
1290	MEDIUM DENSITY UNDER CONSTRUCTION	0.11	0.01%
1700	INSTITUTIONAL	26.08	1.53%
1710	EDUCATIONAL FACILITIES	20.63	1.21%
1820	GOLF COURSE	0.02	0.00%
1900	OPEN LAND	0.09	0.01%
2130	WOODLAND PASTURES	22.97	1.35%
2210	CITRUS GROVES	35.68	2.10%
4110	PINE FLATWOODS	13.48	0.79%
4340	UPLAND MIXED CONIFEROUS/HARDWOOD	0.72	0.04%
5120	CHANNELIZED WATERWAYS, CANALS	1.72	0.10%
5200	LAKES	467.70	27.48%
5300	RESERVOIRS	10.21	0.60%
6110	WETLAND HARDWOOD FORESTS	0.55	0.03%
6172	MIXED SHRUBS	18.82	1.11%
6210	CYPRESS	1.49	0.09%
6216	CYPRESS-MIXED HARDWOODS	24.82	0.28%
6250	WET PINELANDS/HYDRIC PINE	0.01	0.00%
6300	WETLAND FORESTED MIXED	7.33	0.43%
6410	FRESHWATER MARSHES/GRAMINOID	12.95	0.76%
6440	EMERGENT AQUATIC VEGETATION	39.56	2.32%
8140	ROADS AND HIGHWAYS	0.00	0.00%
<b>TOTAL</b>		<b>1,702.20</b>	<b>100.00%</b>

Notes: \*FLUCCS = Florida Land Use, Cover and Forms Classification System

Source: South Florida Water Management District’s GIS Land Use and Land Cover 2008-2009 District Wide Data – Best available data 2018

CHAPTER 6  
RECREATION AND OPEN SPACE ELEMENT



TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA

**RECREATION AND OPEN SPACE ELEMENT  
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## CHAPTER 6 RECREATION AND OPEN SPACE ELEMENT

### A. INTRODUCTION

The purpose of the *Recreation and Open Space Element* is to plan for a comprehensive system of public and private recreation and open space sites which are available to the public, but which are not inappropriate for the size and physical constraints of the Town.

This *Element* of the *Comprehensive Plan* assesses current opportunities, analyzes future needs and contains goals, objectives and policies that shall be used by the Town to ensure public and private recreation and open space sites available to the public within the Town's boundaries are adequate for the needs of the Town and its citizens, but are not inappropriate for the size and physical constraints of the Town.

### B. EXISTING RECREATION SITES

Long-range recreation and parks systems planning is a vital component of community planning. In order to facilitate the accomplishment of a successful comprehensive parks plan, an inventory of existing recreational facilities and programs must be undertaken. Recreation and open space opportunities in Windermere and its immediate vicinity are described below.

#### 1. PUBLIC FACILITIES

This section assesses the public facilities in Windermere and its immediate vicinity.

##### a. Windermere Parks and Recreation

There are 20.74 acres of parkland in Windermere. The largest park in Windermere is the Windermere Recreation Center, which is about 10 acres and the smallest Town park is Bessie Lakefront Park at 0.12 acres. Table 1 below features the list of Town parks with their corresponding acreage.

**TABLE 1: WINDERMERE PARKS**

<b>Park</b>	<b>Acreage</b>
Town Square Park, 520 Main Street	0.83 acres
Johnson Park, 510 Sixth Avenue	0.50 acres
Central Park, 402 Oakdale	1.54 acres
Palmer Park, 416 Second Avenue	2.03 acres
Bessie Lakefront, 820 East Boulevard	0.12 acres
Park Among the Lakes, 3 <sup>rd</sup> Avenue	1.54 acres
Lake Down Park, 415 E. Fifth Avenue	0.20 acres
Lake Street Park, 300 E. Third Avenue	1.03 acres
Lake Bessie Street Park	1.03 acres
5 <sup>th</sup> Avenue/Oakdale Pocket Park	0.22 acres
Fernwood Park	1.70 acres
Windermere Recreation Center	10.00 acres
<b>Total Park Land</b>	<b>20.74 Acres</b>

Source: Town of Windermere Staff, 2018.

The Town established advisory level of service standards for park land, tennis courts, boat ramps, and bike paths. Table 2 below outlines the standards as well as the current and projected levels of service for each of these areas.

**TABLE 2: WINDERMERE’S EXISTING LEVELS OF SERVICE FOR PARKS AND FACILITIES**

Land/Facility	Existing Supply	Adopted LOS	Land/Facilities Needed Based on existing Pop. of 2,889	Surplus or Deficiencies
Park Land	20.74	2.5 acres per 1,000 population	7.22 acres	Surplus of 13.52 acres
Neighborhood Parks	12 Town Parks	1 park per 5,000 population	1 park	Surplus of 11 Parks
Tennis Courts	6 tennis courts	1 court per 1,000 population	3 courts	Surplus of 3 Courts
Boat Ramps	The Town has a ramp and the County has a ramp.	1 ramp per 4,300 population	1 ramp	Town ramp meets standard
Bicycle Paths	About 4.67 miles of paths	1 mile per 1,000 population	2.678 miles	Existing bike paths meet the standard

Source: Wade Trim, Inc., May 2018.

**b. School Board of Orange County**

Windermere Elementary is the only public school located in Town and it sits on approximately 20 acres of land at the corner of Park Avenue and Main Street. The recreational and open space facilities at the school include 2 baseball fields (one of the fields is lighted), playground areas and equipment for young school children, and varied open spaces between such facilities. All these facilities may be utilized by the general public, but all such uses are under the specific control of either the school principal or the School Board. Permission to use school facilities and school equipment (auditoriums, gymnasiums, ball field, etc.) by non-school groups must be obtained from the School Board.

There are nine (9) Orange County public schools (2 high schools, 2 middle schools, and 5 elementary schools) within 2 miles of Windermere. Each of these schools have the typical recreational facilities provided onsite such as ball fields, gymnasiums, outdoor tracks, children playground areas, etc. All of these schools can be easily accessed by the Town's residents.

**c. Libraries**

There is one library located in Windermere, the Windermere Branch located at 530 Main Street. The library is located in a small "Florida Cracker" style building, with an appealing wrap-around porch. The Town owns the building and the County operates the library.

There is also another public library (Southwest Branch) about 5 miles from Windermere. It also provides library services to the residents of Windermere. Although it is not within the Town limits, it is within easy access of all Windermere's residents.

**d. Orange County**

The County operates and maintains the Lake Down Boat Ramp which is located within the Town limits. Town residents and visitors use this boat ramp to enjoy water related recreational activities such as boating, fishing, skiing, etc. The Keene's Point Park also includes boat ramps and playground equipment and is located just south of Windermere.

**e. City of Orlando**

The Orlando Utilities Commission (OUC) maintains and operates The Pines at Windermere, which is located within the Town limits. The camp is a 26 acre private park that is owned by OUC and used exclusively by its board members and staffers.

The City of Orlando operates Turkey Lake Park, which is a 300 acre park located about 4 miles east of Windermere. Turkey Lake Park offers guest recreational activities such as camping, swimming, picnicking, trail, shelters, etc. The residents and guests of Windermere can easily access Turkey Lake Park.

**f. State of Florida**

The Division of Forestry of the Florida Department of Agriculture and Consumer Services does not administer any state forest lands in and/or adjacent to Windermere.

**2. PRIVATE FACILITIES**

The private sector provides recreation and leisure opportunities that reduce demands for public recreation services. Through its site plan review process the Town can encourage developers to construct pedestrian and bicycle paths linking residential developments with off-site recreational facilities. The new subdivision of Estancia at Windermere and Rosser Reserve both contain private passive recreational opportunities.

Several civic organizations and local businesses assist in sponsoring league competition for baseball, basketball, cheerleading, football, softball, and soccer. Greater cooperation of this type will be required in the event that the Town annexes the neighboring residential subdivisions.

The Isleworth Golf and Country Club provides a world class golf course, tennis and a state of the art fitness center for its members and guests.

The West Orange Country Club is located about 4 miles west of Town located in Winter Garden. This Country Club offers a golf course and tennis courts. Membership to this club is open to the public.

Dr. P. Phillips YMCA Family Center is located in Orlando about 3 miles east of Town. The YMCA offers a state of the art wellness center, heated outdoor swimming pool, full sized gymnasiums, free weight equipment, sport fields, and other recreational activities. Its membership is open to the public.

Other for-profit sites in the Windermere area may provide facilities for indoor activities, such as movie theaters, a bowling alley and game rooms.

### **3. EXISTING OPEN SPACE**

The Town defines natural reservations and open spaces as any land or water surface that affords unobstructed physical movement, is relatively free of manmade structural mass, and shall be provided for the aesthetic, health, environmental and economic benefits in any new development. Open space can provide buffering between conflicting land uses, assist in insuring privacy, provide a forum for growth of trees and animals, and most importantly provide recreational activity areas. Open space lands may be preserved, enhanced and restored in order to maintain or improve the natural, scenic, ecological, cultural, hydrological, or geological values of a given property.

Based on the existing land uses in the Town, 54.37 acres are recreation and 15.76 acres are conservation. This provides the Town with over 70 acres of open space.

There are no major open spaces or natural preservations within a half mile of the Town limits.

## C. ANALYSIS

There are more than adequate recreational facilities and open spaces readily available and accessible to the residents and guests of Windermere.

The Town shall continue to coordinate with the Parks and Recreation Committee on establishing measures to enhance the recreation and open space opportunities in Town.

There are no known problems regarding the accessibility of the Town's parks or recreational facilities by the elderly, the handicapped or the economically disadvantaged.

### 1. LEVEL OF SERVICE

As previously mentioned, the Town established advisory level of service standards for park land, tennis courts, boat ramps, and bike paths. Table 3 below outlines the standards as well as the projected levels of service for each of these areas. Based on the population projections provided in Table 3, the Town has sufficient land to support the demand for all parks, recreation facilities, and open spaces areas during the planning period.

The Town shall continue to enforce the *Goals, Objectives, and Policies* of this *Element* to ensure the provision and maintenance of sufficient parks, recreation facilities, and open space areas are available to the residents and visitors of Windermere.

### 2. TRANSPORTATION AND ACCESS ISSUES

Access to the Towns parks and recreation facilities are focused on pedestrian and bike access. Due to the constrained roadway network within the Town, maintaining and enhancing pedestrian and bike access is important.

### 3. FUTURE RECREATIONAL USES AND THE *FUTURE LAND USE MAP*

The Town, with the input of the Parks and Recreation Committee, is actively planning improvements to its existing parks to provide enhanced recreational opportunities.

#### **4. LAKE DOWN CONSENT FINAL JUDGEMENT AND LAKE BESSIE CONSENT FINAL JUDGEMENT**

In 2006, consent final judgements were entered regarding park areas along Lake Down and Lake Bessie. The Future Land Use designation of Recreation does not supersede either the Lake Bessie Consent Final Judgement, dated June 15, 2006 and recorded in Orange County Public Records in OR BK 08945 PG 3279, or the Lake Down Consent Final Judgement, dated March 23, 2006 recorded in Orange County Public Records in OR BK 08573 PG 1393. These documents are included in Appendix C .



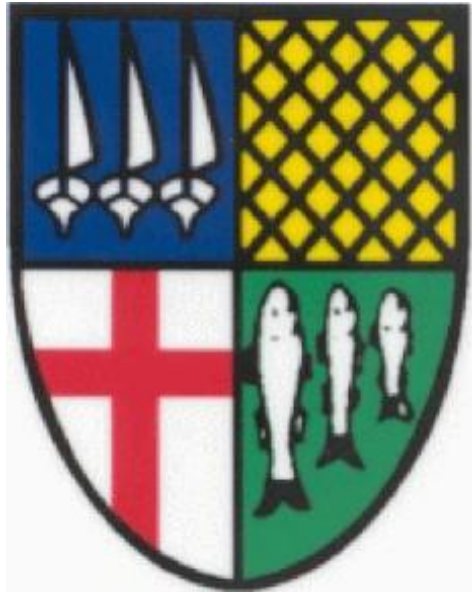
**TABLE 3: WINDERMERE’S PROJECTED LEVELS OF SERVICE FOR PARKS AND FACILITIES, 2020-2035**

Land/Facility	Existing Supply	Adopted LOS	Land/Facilities Needed to support 2020 population	2020 Surplus or Deficiency	Land/Facilities Needed to support 2025 population	2025 Surplus or Deficiency	Land/Facilities Needed to support 2030 population	2030 Surplus or Deficiency	Land/Facilities Needed to support 2035 population	2035 Surplus or Deficiency
Park Land	20.74	2.5 acres per 1,000 population	8.06 acres	Surplus of 12.68 acres	9.10 acres	Surplus of 11.64 acres	10.08 acres	Surplus of 10.66 acres	10.82 acres	Surplus of 9.92 acres
Neighborhood Parks	12 Town Parks	1 park per 5,000 population	1 park	Surplus of 11 parks	1 park	Surplus of 11 park.	1 park	Surplus of 11 park.	1 park	Surplus of 11 parks
Tennis Courts	6 tennis courts	1 court per 1,000 population	4 courts	Surplus of 2 courts	4 courts	Surplus of 2 courts	5 courts	Surplus of 1 court	5 courts	Surplus of 1 court
Boat Ramps	The Town has a ramp and the County has a ramp	1 ramp per 4,300 population	1 ramp	Town ramp meets standard	1 ramp	Town ramp meets standard	1 ramp	Town ramp meets standard	1 ramp	Town ramp meets standard
Bicycle Paths	About 4.67 miles of paths	1 mile per 1,000 population	3.22 miles	Surplus by 1.45 mile	3.64 miles	Surplus by 1.03 mile	4.03 miles	Surplus by 0.64 mile	4.33 miles	Surplus by 0.34 mile

Notes: Based on population projections provided in the *Future Land Use Element* of 3,222 for 2020, 3,638 for 2025, 4,032 for 2030, and 4,328 for 2035.

Source: Wade Trim, Inc., May 2018.

CHAPTER 7  
INTERGOVERNMENTAL COORDINATION ELEMENT



TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA

**INTERGOVERNMENTAL COORDINATION ELEMENT  
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## CHAPTER 7 INTERGOVERNMENTAL COORDINATION ELEMENT

### A. INTRODUCTION

#### 1. Purpose

It is the purpose of the *Intergovernmental Coordination Element* to identify and resolve incompatible goals, objectives, policies and development proposed in local government comprehensive plans and to determine and respond to the needs for coordination processes and procedures with adjacent local governments, and regional and state agencies. Intergovernmental coordination shall be utilized to the extent required to carry out the provisions of this Chapter.

The effective implementation of federal, state, regional and local planning policies requires:

- 1) the identification of all agencies with which the local government must coordinate;
- 2) a thorough understanding of the roles of each agency and that of the local government; and
- 3) the creation of adequate intergovernmental coordination mechanisms to carry out policies.

This *Element* seeks to accomplish these objectives through a systematic identification and analysis; deficiencies are addressed and actions to improve coordination are proposed.

Through analysis and subsequent improvement of intergovernmental coordination, local governments will be able to identify and resolve incompatible goals, objectives, policies, and development proposed in its local comprehensive plan.

Ultimately, the refinement of such a process should allow local governments to coordinate comprehensive planning with other entities, ensuring compatible development and adequate public services across jurisdictional boundaries. The coordination process is a continuous one, and should provide for effective monitoring evaluating systems as well.

## **2. Windermere’s Setting**

The Town of Windermere is located in Central Florida within southwest Orange County. The Town has steadily grown over the years. In 1990, the Town had a population of 1,604. This number had increased to 1,897 by 2000 and to 2,462 by 2010. The Bureau of Economic and Business Research (BEBR) estimated that the Town’s population in 2016 was 2,889. This number is projected to increase to 3,222 residents by 2020, 3,638 residents by 2025, 4,032 residents by 2030, and 4,328 by 2035. Overall, the Town is expected to gain 1,439 residents between 2016 and 2035.

The Town has a non-voting mayor, five council positions, and appointed positions consisting of the town manager, town clerk, police chief, public works director, and finance director. The Council also acts as the Land Planning Agency.

No municipality is directly adjacent to Windermere. Orlando is to the east, Ocoee to the north, Winter Garden to the northwest and Walt Disney World properties are to the southwest.

## **B. INTERGOVERNMENTAL COORDINATION DATA REQUIREMENTS**

Windermere is a small town surrounded by unincorporated Orange County (to the east and south) as well as the City of Ocoee (to the north), and the City of Winter Garden (to the west/northwest). The Town has formal agreements with many governmental entities in order to coordinate future planning and provide daily services. One example is the agreement with the City of Ocoee for fire and rescue services. Another example is the agreement with Orange County to provide water service to some residential and non-residential areas in Windermere. Windermere also has an interlocal agreement with the local governments in Orange County, including Orange County Public Schools, for school concurrency. This is just a sample of the intergovernmental coordination that exists.

Inventory of Agreements or Coordination with other Governments, School Board, Agencies, District and Utilities that Provide Services to the Town include:

- East Central Florida Regional Planning Council;
- Florida Department of Agriculture;
- Florida Department of Economic Opportunity
- Florida Department of Environmental Protection;
- Florida Game and Freshwater Fish Commission;
- Progress Energy;
- Lake Apopka Natural Gas District;
- Ocoee Fire Department;
- Orange County Board of County Commissioners (BCC);
- Orange County BCC (Potable Water);
- Orange County BCC (Road Jurisdiction Transfer);
- Orange County BCC Animal Control Department;
- Orange County BCC Health Department;
- Orange County Library;
- Orange County School Board;
- Orange County Sheriff;
- Orange County Urban County Program;
- South Florida Water Management District;

Century Link Telephone;  
Butler Chain of Lakes Advisory; and  
Orange County School Board (School Concurrency) (see Appendix C).

Coordination with the Board of County Commissioners is by the Mayor with assistance as needed by the other members of the Council, the Town Attorney, and the Town Manager and staff. Coordination with all other entities except the Sheriff is by the Town Manager. Coordination is by telephone, email, personal visits, letters or facsimile. The Police Chief coordinates with the Sheriff. Telephone, email, personal visits, letters and facsimile are used. Where applicable, joint planning and service agreements are used.

### **C. INTERGOVERNMENTAL COORDINATION ANALYSIS REQUIREMENTS**

All existing coordination mechanisms described in this *Element* are effective and no problems exist.

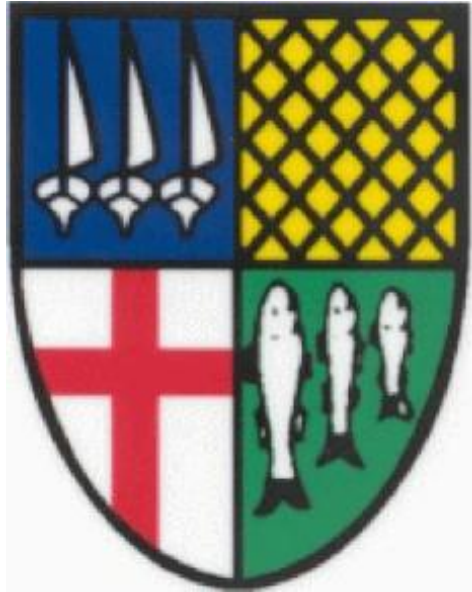
The Town is continuing ongoing efforts to establish a Joint Planning Agreement with the County. Additionally, the Town is continuing efforts with the County to establish and maintain the water quality standards of the Butler Chain of Lakes.

The Town shall evaluate and compare any future annexations or developments with the East Central Florida Regional Planning Council's (ECFRPC) *East Central Florida 2060 Plan* to ensure consistency. Windermere will work with the ECFRPC on any regional planning matters.

No designated area of critical state concern falls partially or wholly within the Town.

An Interlocal Agreement for Public School Facility Planning between the Town, the Orange County School Board, and all other local governments in Orange County was adopted as required by the state's school concurrency regulations. This agreement will ensure the short and long range planning for future schools in the county to accommodate new students as a result of new residential growth. The agreement also calls for joint use of facilities and co-location of schools and parks as well as coordination of the necessary infrastructure (roads, water, and wastewater) to support new schools. Through this process, schools will be properly located to reduce urban sprawl and respect existing neighborhoods. According to the Town's Public School Facilities Element, the School Board does not anticipate a need for new school sites within the Town of Windermere.

CHAPTER 8  
CAPITAL IMPROVEMENTS ELEMENT



TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA



**CAPITAL IMPROVEMENTS ELEMENT  
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## CHAPTER 8 CAPITAL IMPROVEMENTS ELEMENT

### ANNUAL UPDATE OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN

#### A. INTRODUCTION

##### 1. BACKGROUND AND HISTORY

There is often confusion about the difference between the *CIE* and the *Capital Improvements Program* (CIP). In brief, the CIE is a required element of the comprehensive Plan and is concerned with the capital improvement projects necessary to meet or maintain the adopted Level of Service (LOS) standards established in the Comprehensive Plan or to implement the Goals, Objectives, and Policies of the *Comprehensive Plan*. The CIP provides a schedule of all capital projects to be undertaken by the Town, including the purchase of equipment and the construction of new governmental facilities and buildings.

The update of the CIE includes two parts: the Data and Analysis section and the Schedule of Capital Improvements. The Data and Analysis section includes an explanation of Level of Service (LOS) standards, the public facilities to be included in the report, an analysis of the existing and projected LOS for the planning period covered by the Schedule, a projection of future revenues and expenditures, and most importantly an analysis of the Schedule's financial feasibility.

The second section of the update is the *Capital Improvements Project Schedule* (the Schedule). This is a table with information on every capital project necessary to meet or maintain the adopted LOS standards. Information such as a brief project description, the funding source, and the fiscal year for funding different phases of the project are also included in the Schedule. The Schedule establishes a link between the proposed improvements and the LOS standards established for the public infrastructure. Chapter 163.3180, F.S., requires that all local governments shall maintain concurrency and establish LOS standards for the following public facilities:

1. Potable Water,
2. Wastewater,
3. Drainage or stormwater, and
4. Solid Waste.

The other requirements of Chapter 163.3177, F.S. are as follows:

“(3)(a) The comprehensive plan shall contain a capital improvements element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and set forth:

1. A component that outlines principles for construction, extension, or increase in capacity of public facilities, as well as a component that outlines principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan. The components shall cover at least a 5-year period.
2. Estimated public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities.
3. Standards to ensure the availability of public facilities and the adequacy of those facilities to meet established acceptable levels of service.
4. A schedule of capital improvements which includes any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility. Projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding.
5. The schedule must include transportation improvements included in the applicable metropolitan planning organization’s transportation improvement program adopted pursuant to s. 339.175(8) to the extent that such improvements are relied upon to ensure concurrency and financial feasibility. The schedule must be coordinated with the applicable metropolitan planning organization’s long-range transportation plan adopted pursuant to s. 339.175(7).

(b) The capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.”

The CIP Schedule must incorporate water supply projects 18 months after the Water Management District (WMD) updates the Regional Water Service Plan (RWSP). [163.3177, F.S.]

The CIE may as part of an interlocal agreement include school projects consistent with the school district’s work plan, a public school facilities LOS Standard, identify the concurrency service areas, and must identify the proportionate fair-share projects for schools. [163.3180(6), F.S.]

## **2. PROCESS FOR ANNUAL ADOPTION AND REVIEW**

The purpose of the annual update is to maintain a financially feasible 5-year schedule of capital improvements. The CIE is a statement of budgetary policy and a planning document for capital expenditures and improvements for public use.

Section 163.3177 (3)(b), F.S. mandates that the CIE must be updated “on an annual basis”. “Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.” The CIE is also adopted as part of the comprehensive plan amendment process per Section 163.3184(3). This process involves two public hearings and transmittal to the State.

Failure to adopt an updated CIE as part of the Comprehensive Plan amendment will result in possible sanctions.

The Administration Commission is authorized to impose sanctions which may include:

- withholding infrastructure funds,
- ineligibility for revenue-sharing funds such as gas tax, cigarette tax, or half cent sales tax, and/or
- ineligibility for grant programs such as the Florida Small Cities Community Development Block Grants (CDBG), and the Florida Recreation Development Assistance Program (FRDAP). [Section 163.3184(8), F.S]

## **3. GENERAL COMPONENTS OF THE SCHEDULE**

The Schedule includes those capital improvement projects for which the local government has fiscal responsibility. The Schedule also includes projects such as certain transportation facilities identified in the applicable metropolitan planning organization’s transportation improvement program, and privately funded projects necessary to ensure that adopted LOS standards are achieved or maintained.

### **a. Time Period**

The Schedule must be subdivided into five one-year (fiscal year) periods.

### **b. Project Description and General Location**

The Schedule should include a brief general description of each project. The description must contain enough detail to demonstrate that the project is consistent with the facility needs identified in the other elements of the plan or in the data and analysis section of the CIE.

The Schedule should indicate the location of the project. Identifying the location of the project informs the community and landowners where infrastructure improvements are scheduled. If necessary, a map indicating the location of the capital improvements may be included as part of the update.

**c. Consistency with Other Elements**

When necessary to maintain consistency between plan elements and the CIE, an amendment may be made once in a calendar year outside of the twice per year limitations on comprehensive plan amendments when it is necessary to coincide with the adoption of the local government’s budget and capital improvements program.

**d. Costs and Funding Sources**

The CIE must include estimated public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund facilities.

The CIE must also include standards to ensure the availability of public facilities and the adequacy of those facilities to meet established acceptable levels of service.

A schedule of capital improvements which includes any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility, must also be included in the CIE. The CIE must include projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding.

**4. PROJECTS TO BE INCLUDED IN THE SCHEDULE**

The projects to be included in the Schedule must include all the capital projects necessary to achieve and maintain the LOS standards, reduce existing deficiencies, provide for necessary replacements, and meet future demands during the time period covered by the Schedule.

The Schedule may include other facilities related to locally approved concurrency, or facilities not required to address either state-required or locally approved concurrency. In general, the Schedule need only include projects for which the local government has fiscal responsibility. However, the Schedule must include certain public and privately funded projects for which the government does not have fiscal responsibility. These could include:

- (1) Water supply projects,
- (2) public schools,
- (3) MPO’s TIP, and
- (4) developer funded projects necessary to maintain LOS standards.

The annual update of the CIE must demonstrate that the Comprehensive Plan contains adequate strategies for achieving and maintaining adopted LOS standards. The annual update should include an assessment of the current operating conditions of the four (4) concurrency-related facilities to identify current deficiencies and a projection of future operating conditions to identify needed capital improvements.

**a. Projects to Achieve and Maintain LOS standards**

As previously stated, the Schedule must address the facility needs identified in the other elements of the plan for which LOS Standards must be adopted. These are the facilities for which concurrency is required. The concurrency facilities are:

- (1) Sanitary sewer,
- (2) Potable Water,
- (3) Drainage or stormwater, and
- (4) Solid waste.

In addition, concurrency is optional for:

- (1) Parks and Recreation,
- (2) Transportation, and
- (3) Public Schools.

**b. Projects to Reduce Existing Deficiencies**

In addition to projects to achieve and maintain LOS standards, the Schedule must also include projects to reduce existing deficiencies. A deficiency is a facility or service that is operating below the adopted LOS standard. The update should include supporting data and analysis to identify the facilities operating below the adopted LOS standard. If the annual update demonstrates that LOS standard will not be met during the five-year planning period, then the local government must adopt either a long-term concurrency management system or planning strategies to address these deficiencies.

**c. Replacement Projects**

The Schedule must include projects that are needed as “replacement” for facilities that wear out or are obsolete. Such projects may include facilities that have are malfunctioning or are constantly out of service such that the facility is unable to meet the demand for services.

**d. Projects to Meet Future Demand**

The updated Schedule must include projects to meet future demand. Such projects should be identified in the data and analysis section of each element. The basic concurrency requirement included in the statute [Section 163.3202(2)(g), F.S.] states that facilities must be “available when needed”. The exact definition varies from facility to facility. The function of the schedule is to time the construction of capital projects so that they are available when needed.

The following discussion defines “available when needed” for each type of concurrency:

- 1) Sanitary sewer, solid waste and drainage
  - (a) At the time of issuance of a Certificate of Occupancy (CO), the necessary facilities are in place, or
  - (b) At the time of issuance of Development Order (DO), the necessary facilities are guaranteed in an enforceable development agreement to be in place at the time of issuance of CO.
  
- 2) Potable Water
  - (a) Potable water facilities must be available as described in 1, above and prior to approving a building permit the local government must check with its water supplier to verify that adequate water supplies will be available no later than the anticipated date of issuance of a CO. [Section 163.3180(2), F.S.]
  - (b) If the local government is located in an area for which the water management district (WMD) has prepared a regional water supply plan (RWSP), the Potable Water sub-element must incorporate the water supply projects chosen by the local government from those identified in the RWSP or proposed by the local government to meet projected demand within the area served by the local government.

In addition, the Potable Water sub-element must include a 10-year water supply facilities work plan for building needed facilities. The first five years of the adopted work plan must be included in the Schedule.



## **B. DATA AND ANALYSIS**

The Data and Analysis Section provides an inventory of the existing public facilities, an update on-going and proposed improvements to the public facilities, and an analysis of the existing and projected Level of Service (LOS) standard for the public facilities that are required to be included in the 5-year CIE schedule per s. 163.3180, F.S. The population of Windermere is also projected to grow by about 83 residents per year; however the actual growth rate is only expected to be 21 residents per year based on building permit trends and housing size. However, consistent with the requirements of State Statutes, the Schedule of Capital Improvements (the Schedule) only covers the 5-year planning period.

The data used to analyze the public facilities are from the most recent and best available data sources. Due to the available data sources having different planning periods, when data and analysis is provided beyond the 5-year planning period, the last year included in the analysis may differ.

### **1. POTABLE WATER**

#### **a. Existing Facility Capacity**

Windermere does not maintain and operate the potable water system that provides potable water service to the Town. This system is owned and operated by Orange County Utilities. The Orange County Utilities Department *Capital Improvement Program* is located in Appendix B.

The Town, in its FY 2018/19 budget, includes funding for the development of a potable water master plan. The purpose of this master plan is to determine the feasibility of extending potable water to the entire Town.

#### **b. Consumptive Use Permit (CUP)**

The permitted treatment capacity of the three wells that serve the area which includes the Town of Windermere is 31.94 MGD. The current CUP allotment for those same three wells is 10,176.6 million gallons per year (MGY). With the CUP, the maximum day withdrawal for the three wells is as follows: Western Regional (20.9 MGD), Oak Meadows (3.9 MGD)<sup>1</sup>, and Hidden Springs (7.14 MGD)<sup>2</sup>. The average daily flow for the three facilities that serve the Windermere area, for the period January 2016 through December 2016 was 11.520 MGD<sup>3</sup>.

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<sup>1</sup> St. Johns River Water Management District (SJRWMD), May 16, 2017. Permit Number 3317-45. OCU Water Service Areas. [https://permitting.sjrwmd.com/apps/idcplg?IdcService=GET\\_FILE&coreContentOnly=1&RevisionSelectionMethod=Latest&allowInterrupt=1&dDocName=EREG\\_6515419](https://permitting.sjrwmd.com/apps/idcplg?IdcService=GET_FILE&coreContentOnly=1&RevisionSelectionMethod=Latest&allowInterrupt=1&dDocName=EREG_6515419)

<sup>2</sup> South Florida Water Management District (SFWMD), September 17, 2012. Permit Number 48-00059-W. Hidden Springs Water Supply Facility. [http://apps.sfwmd.gov/entsb/docdownload?object\\_id=0900eaea85cd6bb9](http://apps.sfwmd.gov/entsb/docdownload?object_id=0900eaea85cd6bb9)

<sup>3</sup> Florida Department of Environmental Protection, Drinking Water Plant Flow Data, Year 2016 (Modified October 25, 2017)

**TABLE 1: ORANGE COUNTY UTILITIES REGIONAL WATER SYSTEM SERVING WINDERMERE AREA**

Month	Western Regional Well (MGD)	Oak Meadows Well (MGD)	Hidden Springs Well (MGD)	Combined Average Daily (MGD) for the Month
January 2016	8.008	1.569	2.022	11.599
February 2016	N/A*	N/A*	N/A*	N/A*
March 2016	9.713	1.969	2.078	13.76
April 2016	N/A*	2.323	2.128	4.451
May 2016	10.295	2.090	2.111	14.496
June 2016	N/A*	1.814	2.130	9.944
July 2016	10.332	N/A*	N/A*	10.332
August 2016	10.070	1.956	2.161	14.187
September 2016	9.629	N/A*	2.279	4.44
October 2016	10.273	1.616	2.336	14.225
November 2016	10.838	1.895	2.421	15.154
December 2016	10.152	1.506	2.479	14.137
Annual Average Excluding Null Years	9.923	1.860	2.013	11.520

Source: Florida Department of Environmental Protection; <https://floridadep.gov/sites/default/files/mor2016.xlsx>

\*Not Available

**c. Level of Service Analysis**

Policy 5.1.2 of the *Comprehensive Plan* establishes the following LOS standards for potable water as 350 gallons per day per equivalent residential unit.

<https://floridadep.gov/sites/default/files/mor2016.xlsx>

The table below uses 12 consecutive months’ worth of data to determine an average usage. The LOS is based on an average in order to allow for normal fluctuations that naturally occur during different months of the year.

During January 2017 through December 2017, the 12-month average of 307 GPD/Equivalent Residential Unit (ERU) met the Town’s adopted LOS of 350 GPD/ERU.

**TABLE 2: TOWN OF WINDERMERE CALENDAR YEAR 2017 WATER DEMAND**

Billing Month	Residential Only	Nonresidential Only	Total Combined
01/2017	4,618	827	5,445
02/2017	3,846	597	4,443
03/2017	5,315	453	5,768
04/2017	5,571	313	5,884
05/2017	6,674	377	7,051
06/2017	4,106	267	4,373
07/2017	4,033	239	4,272
08/2017	4,191	369	4,560
09/2017	3,829	350	4,179
10/2017	4,123	409	4,532
11/2017	5,157	398	5,555
12/2017	5,547	347	5,894
<b>ANNUAL TOTAL (Thousands of Gallons)</b>	<b>57,010</b>	<b>4,946</b>	<b>61,956</b>
<i>Annual Average Daily Demand (MGD)</i>	<i>0.16</i>	<i>0.01</i>	<i>0.17</i>
<i>Units (Metered Accounts)</i>	<i>508</i>	<i>22</i>	<i>530</i>
<i>Demand per Unit (GPD)</i>	<i>307</i>	<i>616</i>	<i>320</i>

Source: Orange County Utilities (OCU) Department, Monthly Water Consumption Reports for Windermere, Year 2017

## 2. WASTEWATER

### a. Existing Facility Capacity

Currently there are limited wastewater systems in Windermere. The Town needs to determine whether a plan should be put in place to provide wastewater for the Town Center and/or other areas of Windermere. The Town is currently within Orange County's utility service area. If the Town finds it is beneficial to provide wastewater service within the Town limits, it should work with Orange County to determine the appropriate parameters and enter into a formal agreement.

### b. Level of Service Analysis

While there are limited wastewater systems in Windermere, the Town has adopted an LOS for Sanitary Sewer of 300 gallons per day per ERU. This was based on Orange County's standard at the time the *Comp Plan* was written. This can be found in Policy 1.4.1 of the *Sanitary Sewer Sub-Element*.

## 3. PUBLIC RECREATION AND OPEN SPACE

The Town's *Comprehensive Plan* provides for the following park facilities:

- Neighborhood parks;
- Park Acreage;
- Tennis Courts;
- Boat Ramp; and
- Bicycle Paths.

### a. Existing Parks and Recreational Facilities

The inventory of existing parks and recreational facilities only includes those facilities which are owned or will be dedicated to the Town as part of an approved Development Order. Other recreational facilities which may serve the citizens of Windermere but are located outside of the Town limits or are not owned by the Town have been excluded from the CIE/CIP analysis.

### b. Level of Service Analysis

The Town's *Comprehensive Plan* establishes the Recreation and Open Space LOS standards. Table 3 below outlines the requirements as well as the current levels of service for each of these areas.

**TABLE 3: TOWN OF WINDERMERE LEVELS OF SERVICE FOR PARKS AND FACILITIES**

Land or Facility	Existing Supply	Adopted LOS	Land/Facilities Needed Based existing Pop. of 2,889	Surplus or Deficiencies
Park Land	20.74 (see list of parks below)	2.5 acres per 1,000 population	7.22 acres	Surplus of 13.52 acres
Neighborhood Parks	12 Town Parks	1 park per 5,000 population	1 park	Surplus of 11 Parks
Tennis Courts	The Town has 6 tennis courts.	1 court per 1,000 population	3 courts	Surplus of 3 Courts
Boat Ramps	The Town has a ramp and the County has a ramp.	1 ramp per 4,300 population	1 ramp	Town ramp meets the standard
Bicycle Paths	About 4.67 miles of paths.	1 mile per 1,000 population	2.678 miles	Existing bike paths meet the standard

Sources: Wade Trim, Inc., May 2018

There are an estimated 2,889 residents; therefore, the existing LOS for parkland is 4.0 acres of park land for every 1,000 residents. The Town’s adopted LOS for parks is 2.5 acres per 1,000 residents. So, the Town meets the LOS for park land and facilities.

There are 20.74 acres of parkland in Windermere. Table 4 below includes the list of Town parks with their corresponding acreage.

**TABLE 4: TOWN PARKS**

<b>Park</b>	<b>Acreage</b>
Town Square Park, 520 Main Street	0.83 acres
Johnson Park, 510 Sixth Avenue	0.50 acres
Central Park, 402 Oakdale	1.54 acres
Palmer Park, 416 Second Avenue	2.03 acres
Bessie Lakefront, 820 East Boulevard	0.12 acres
Park Among the Lakes, 3 <sup>rd</sup> Avenue	1.54 acres
Lake Down Park, 415 E. Fifth Avenue	0.20 acres
Lake Street Park, 300 E. Third Avenue	1.03 acres
Lake Bessie Street Park	1.03 acres
5 <sup>th</sup> Avenue/Oakdale Pocket Park	0.22 acres
Fernwood Park	1.70 acres
Windermere Recreation Center	10.00 acres
<b>Total Park Land</b>	<b>20.74 Acres</b>

Source: Town of Windermere Staff, 2018

Although the Town does not have any plans to add park land to Windermere’s inventory, the Town is actively developing plans to make enhancements to the existing parks.

#### **4. TRANSPORTATION**

Roads have been a primary issue for the Town. Several years ago, the Town asked Orange County for control over the roadways that ran through the Town. First, the Town asked Orange County to give the Town jurisdiction over Maguire/Main Street through Town (which had been a County road) as well as 6th Avenue where it comes into Town. Once they had official jurisdiction, they planned for and paid for improvements to help the traffic flow. These improvements have consisted of mainly round-a-bouts at the intersections of Main Street and 5th Avenue and Main Street and 6<sup>th</sup> Avenue. The Town is in the process of analyzing the concern of cut-through traffic on local roads. A study is currently underway by the Town's transportation consultant that will provide documentation regarding the cut-through traffic and potential solutions to better manage and minimize the impact of cut-through traffic on neighborhoods.

**a. Level of Service Analysis**

Under Policy 1.1.1 of the *Transportation Element*, the Town has adopted the following LOS standard:

CLASSIFICATION	PEAK HOUR/DIRECTION
Collector Roads	D
Local	E

Level-of-service D represents high-density, but stable, flow. Speed and freedom to maneuver are severely restricted, and the driver or pedestrian experiences a generally poor level of comfort and convenience. Small increases in traffic flow will generally cause operational problems at this level. Level-of-service E represents operating conditions at or near the capacity level. All speeds are reduced to a low, but relatively uniform value. Freedom to maneuver within the traffic stream is extremely difficult, and it is generally accomplished by forcing a vehicle or pedestrian to “give way” to accommodate such maneuvers. Comfort and convenience levels are extremely poor, and driver or pedestrian frustration is generally high. Operations at this level are usually unstable, because small increases in flow or minor perturbations within the traffic stream will cause breakdowns.

The District FDOT Office has indicated that due to the urban nature of all of the surrounding area, the roads within Windermere should be treated as urban facilities. The adopted LOS in the table below, therefore, is based on the FDOT’s Volumes for Florida’s Urbanized Areas.

There are no planned roadway projects that will add capacity to the roadway network. There are no known reserved trips from approved development within the Town that will impact these facilities. Therefore, the existing capacities and deficiencies are as outlined in the far-right column of the table below.

**TABLE 5: TRAFFIC COUNT DATA**

Road	Segment	Max. Service Volume	Existing Volume (AADT)	Peak Hour Peak Direction ( PHPD) Capacity	Existing Peak Hour Peak Direction (PHPD) Volume	Existing LOS (Capacity or Deficiency)
Main Street/ Maguire Rd.	Roberson Rd. to Park Ridge Goth Rd.	14,820	11,610	760	539	D
	Park Ridge Gotha Rd. to Windermere Rd.	14,060	10,444	713	477	D
	Windermere Rd. to Park Ave.	14,060	11,774	713	544	D
	Park Ave. to 6 <sup>th</sup> Ave.	14,060	12,888	713	645	D
	6 <sup>th</sup> Ave. to Chase Rd.	14,060	13,708	713	580	D
6 <sup>th</sup> Ave./Conroy- Windermere Rd.	Main St. to Isleworth Country Club Dr.	14,060	19,079	713	873	F
	Isleworth Country Club Dr. to S. Apopka Vineland Rd.	14,060	21,130	713	969	F
	S. Apopka Vineland Rd. to Dr. Phillips Blvd.	32,110	28,166	1,615	1,1441	D
Chase Road	Winter Garden Vineland Rd. to Keene’s Pointe	16,815	11,839	836	565	C
	Keen’s Pointe to Main St.	6,815	13,694	836	563	C
Park Avenue	Lake Butler Blvd to Tryon Pl.	14,820	6,153	760	388	D
	Tryon Pl. to Maguire Rd.	14,060	6,663	713	340	C

Source: Kimley-Horn and Associates, Inc., *Town of Windermere Area Wide Traffic Study*, February 2014.

The segment of 6th Avenue measured from Main Street to South Apopka Vineland Road, is over capacity. Proposed major developments that will impact this road segment will need to follow the Town’s *Transportation Proportionate Fair Share Process*. The Transportation Proportionate Fair Share System shall be used as part of the development review process in order to ensure that improvements are made to the transportation network to alleviate further degradation of the overall transportation system.



**5. STORM WATER**

Windermere’s stormwater management system relies upon the natural drainage patterns to convey, reduce, and control the stormwater run-off. When necessary to provide adequate flood protection, the natural drainage pattern was altered.

**a. Level of Service Analysis**

As stated within the *Drainage Sub-Element* of the *Comprehensive Plan*, the LOS standard for drainage is to “provide for the 100 year, 24-hour rainfall event and provide retention for water quality consistent with new and innovative techniques.” The Town also requires all development to comply with the applicable stormwater regulation enforced by Federal, State, and local agencies.

**6. SOLID WASTE**

**a. Level of Service Analysis**

The LOS standard for residential solid waste services as stated in Policy 1.4.1 of *Solid Waste Sub-Element*. This policy states that solid waste LOS is 4.0 pounds per person per day.

Data on garbage generation is not kept for residential versus non-residential customers because the majority of the customers are residential, and because the non-residential customers are mostly very small businesses.

**TABLE 6: TOWN OF WINDERMERE GARBAGE DATA**

Year	Solid Waste (in tons)	Recycling (in tons)	Yard Waste (in tons)
<b>Total Collected 2017</b>	1,362.37	382.10	665.65
<b>Monthly Average</b>	113.53	31.84	55.47

Source: Town of Windermere Finance Department

With 12 months’ worth of data, the amount of garbage generated was 1,744.74 tons or 3,489,480 pounds (solid waste plus recycling). This equates to 1,208.7 pounds per customer over the 12-month timeframe. Using an average per customer, this amounts to 3.31 pounds per day.

Based on the data, each person in Windermere generated an average of 3.31 pounds of garbage per day. The adopted level of service is 4.0 pounds per person per day. So, the current LOS of 3.31 pounds per day meets concurrency.

## 7. PUBLIC SCHOOL FACILITIES

The Data and Analysis includes a list of capital improvement projects as presented by the Orange County School District (see Appendix D- Orange County School *District 5-Year District Facilities Work Program*).

### a. Existing Schools and Committed Schools

Orange County is home to 129 public elementary schools and five K-8 schools. During the 2016/17 school year, elementary school enrollment was reported as 87,780. On a districtwide basis, the County's elementary schools operated at 95 percent of Adjusted FISH capacity. Between 2017 and 2019, Orange County Public School (OCPS) plans to build two elementary and three K-8 schools. These new schools will provide over 4,000 permanent student stations that will accommodate new development, existing backlog and replace temporary student stations.

Thirty-seven public middle schools are provided in Orange County. During the 2016/17 school year, middle school enrollment was reported as 41,492. On a districtwide basis, the County's middle schools operated at 102 percent of Adjusted FISH capacity. Between 2017-2019, OCPS plans to build two middle and three K-8 schools. These new schools will provide over 3,600 permanent student stations that will accommodate new development, existing backlog and replace temporary student stations.

Twenty public high schools and are provided in Orange County. During the 2016/17 school year, high school enrollment was reported as 55,936. On a districtwide basis, the County's high schools operated at 104 percent of Adjusted FISH capacity. Between 2017-2018, OCPS plans to build one new high school. These new schools will provide over 2,700 permanent student stations that will accommodate new development, existing backlog, replace temporary student stations, and eventually phase out ninth grade centers.

Special schools, which include charter schools, account for 8.86 percent of total enrollment. There are 48 special or charter schools in the District. The East Side Technical School opened in 2007. There are currently no plans for additional special purpose schools.

### b. Enrollment Projections and Projected New Student Capacity

OCPS annual enrollment projections are contained in the table below. Detailed, school-specific projections by year are located in Appendix D. The five-year planning horizon is 2022/23 and the ten-year planning horizon is 2027/28.

**TABLE 7: FIVE-YEAR STUDENT ENROLLMENT PROJECTIONS  
 2018/19-2022/23**

School Level	Project Enrollment				
	2018/19	2019/20	2020/21	2021/22	2022/23
Elementary	91,060	90,744	93,122	94,685	96,949
K-8	6,699	7,560	7,693	7,760	7,798
Middle	44,157	46,022	46,321	47,007	46,488
High	58,922	59,161	60,250	64,419	66,516
Special	19,348	19,828	20,144	20,639	20,739
Total	220,186	223,345	227,520	234,510	238,490

Source: Orange County Public Schools, Ten-Year Enrollment Projections, February 2018 [https://www.ocps.net/UserFiles/Servers/Server\\_54619/File/Departments/Student%20Enrollment/Demographics/1718TenyearProjections\\_020818.pdf](https://www.ocps.net/UserFiles/Servers/Server_54619/File/Departments/Student%20Enrollment/Demographics/1718TenyearProjections_020818.pdf)

Since 2000, the student population in Orange County has grown at a higher rate than the county’s overall population. Between 2000 and 2006, the number of students enrolled has increased by 16 percent, or 24,871 students. Enrollment has continued to increase at a steady rate the last 10 years, but beginning in 2018/19, projections indicate a significant increase in enrollment numbers. The four years following 2018/19 are projected to go back to a steady enrollment rate.

Population projections for 2030 were collected from two sources, Orange County Planning Division and the Bureau of Business and Economic Research (BEBR). Orange County Planning Division uses a moderate projection of 1.79 million residents, while BEBR uses a moderate projection of 1.68 million residents. (Table 8). The average of both population projections would represent a 19.5 percent overall increase from 2020 to 2030, or a 1.95 percent annual increase. Orange County estimates that the 2030 population projection includes 437,142 children, age five to 19.

**TABLE 8: ORANGE COUNTY 2030 POPULATION PROJECTIONS**

Source	2030 Population
Orange County Moderate	1,797,582
BEBR* Moderate	1,682,297

Source: University of Florida Bureau of Economic Business Research; Orange County Population Projections, Planning Division, 2005-2030.

**c. Level of Service**

Policy 1.1.3 of the *Public Schools Facilities Element* of the *Comprehensive Plan* states that “the LOS standards, except for backlogged facilities as provided in *Capital Improvements Element (CIE)* Policy 2.2.1 to implement school concurrency shall be calculated as a percentage of the Adjusted FISH Capacity as follows:

- (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 using Middle School Attendance Zones as CSAs; and
- (d) High schools, including ninth grade centers: 100% of Adjusted FISH using High School Attendance Zones as CSAs (Note: Adjusted permanent FISH for High Schools does not include in-slots.)”.

Appendix D proposed Orange County School Districts *5-year District Facilities Work Program* is attached for reference.

**C. CAPITAL IMPROVEMENTS SCHEDULE**

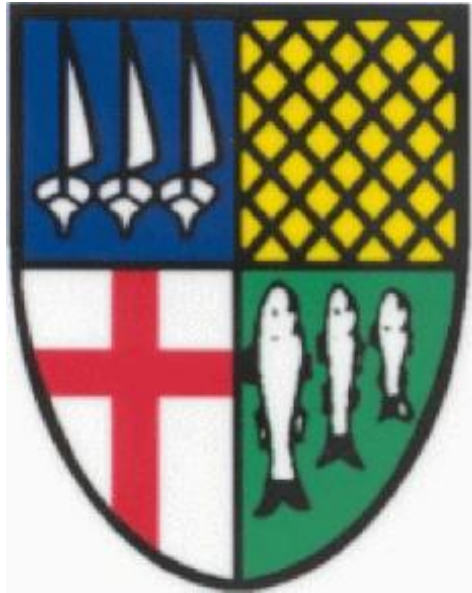
As a policy for the Town, the minimum cost for a capital project to be included in the *CIP* is \$25,000. It should be noted that Town Contribution funds will come from the Town Reserve fund if it not accounted for within the Operating Budget already. The Town’s adopted *Five-Year Capital Improvement Plan* for fiscal year 2018/19-2022/23 is featured below in Table 9.

**TABLE 9: WINDERMERE’S FIVE-YEAR CAPITAL IMPROVEMENT PLAN**

Town of Windermere Five - Year Schedule of Capital Improvements and Funding Sources								
Town Facility Projects								
Priority	Project:	Phase	Fiscal Year					Notes
			2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	
1	Town Admin/Police Department/Public Works		\$5,000	\$6,942,064	\$0	\$0	\$0	Depending on Workshops & Vote
	<b>Total</b>		<b>\$5,000</b>	<b>\$6,942,064</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,942,064</b>
Transportation Projects								
Priority	Project	Phase	Fiscal Year					Notes
			2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	
1	West 2nd Ave Curbing/Resurfacing		\$0	\$0	\$800,000	\$0	\$0	Town of Windermere/OC LMS
2	Willow HOA Resurfacing		\$367,050	\$0	\$0	\$0	\$0	Town of Windermere
3	E 5th Ave		\$0	\$0	\$0	\$4,502	\$0	Town of Windermere
4	Horizon Ct Resurfacing		\$0	\$0	\$0	\$165,816	\$0	Town of Windermere
5	Lake Butler Blvd/Justamere/Wauseon		\$0	\$0	\$0	\$0	\$555,423	Town of Windermere
6	Road Reserves		\$32,950	\$400,000	\$0	\$229,682	\$0	Town of Windermere
	<b>Total</b>		<b>\$400,000</b>	<b>\$400,000</b>	<b>\$800,000</b>	<b>\$400,000</b>	<b>\$555,423</b>	<b>\$2,555,423</b>
Parks Projects								
Priority	Project	Phase	Fiscal Year					Notes
			2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	
1	Lake Down Dock Improvments		\$20,000	\$0	\$0	\$0	\$0	P & R
2	Central Park Improvements		\$50,000	\$0	\$0	\$0	\$0	FRDAP
3	Fernwood Park Improvement		\$50,000	\$0	\$0	\$0	\$0	FRDAP/P&R
4	WRC Improvements		\$0	\$50,000	\$0	\$0	\$0	FRDAP
5	Reserves		\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	Fund CIP Once Established
	<b>Total</b>		<b>\$145,000</b>	<b>\$75,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$295,000</b>
HPB Projects								
Priority	Project	Phase	Fiscal Year					Notes
			2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	
1	1887 Schoolhouse Improvements		\$20,000	\$0	\$0	\$0	\$0	HPB/WWD
2	1887 Schoolhouse Well		\$0	\$4,000	\$0	\$0	\$0	
	<b>Total</b>		<b>\$20,000</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$24,000</b>
Tree Board Projects								
Priority	Project	Phase	Fiscal Year					Notes
			2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	
1	TBD		\$0	\$0	\$0	\$0	\$0	
2	TBD		\$0	\$0	\$0	\$0	\$0	
	<b>Total</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
Sidewalk Projects								
Priority	Project	Tier	Fiscal Year					Notes
			2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	
1	Park Ave LBB-Butler Dr.	1-1	\$0	\$0	\$0	\$0	\$142,400	
2	New Canal Bridge	1-2	\$100,000	\$150,000	\$150,000	\$150,000	\$0	\$30 for Design Balance for Const
3	Park Ave Tryon Place-LBB	1-3	\$0	\$0	\$0	\$0	\$142,440	
4	Main St 12th-11th	1-4A	\$0	\$0	\$0	\$0	\$47,360	New
5	Main St 11th-7th	1-4B	\$0	\$0	\$0	\$0	\$199,240	Replace with Pathway
6	Main St 4th-Bridge	1-4C	\$0	\$0	\$0	\$0	\$273,240	Combine with Stormwater Project
7	Main St. Bridge-Park Ave	1-4D	\$0	\$0	\$0	\$0	\$220,200	Dependant on Funding
8	Main St. Park Ave-(North Town Limits)	1-4E	\$0	\$0	\$0	\$0	\$272,680	Dependant on Funding
9	E 6th Ave Main-Lake	1-5A	\$0	\$0	\$0	\$0	\$157,400	Dependant on Funding
10	E 6th Ave Lake - Highland	1-5B	\$0	\$0	\$0	\$0	\$142,440	Dependant on Funding
11	E 6th Ave Highland-Jennifer Lane	1-5C	\$0	\$0	\$0	\$0	\$57,680	Dependant on Funding
12	E 6th Ave Jennifer Lane-Horizon Circle	1-5D	\$0	\$0	\$0	\$0	\$438,360	Dependant on Funding
13	Lake Butler Blvd Park-Maguire	2-1	\$0	\$0	\$0	\$0	\$529,960	Dependant on Funding
14	Main St. 12th-10th Ave	2-2	\$0	\$0	\$0	\$0	\$36,320	Done with 2-3
15	Main St. 9th-7th Ave	2-3	\$0	\$0	\$0	\$0	\$36,320	Done with 2-2
16	Windermere Rd 11355 Windermere Rd-Maguire	2-4	\$0	\$0	\$0	\$0	\$31,960	Dependant on Funding
TBD	Design of Linear Park/Construction	TBD	\$20,000	\$100,000	\$100,000	\$100,000	\$100,000	RR ROW
	<b>Total</b>		<b>\$120,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$250,000</b>	<b>\$2,828,000</b>	<b>\$3,498,000</b>
Utility Projects								
Priority	Project:	Phase	Fiscal Year					Notes
			2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	
1	Town Water Master Plan	1	\$130,000	\$0	\$0	\$0	\$0	Town of Windermere
2	Town Water Design Costs	2	\$157,000	\$157,000	\$157,000	\$0	\$0	Town of Windermere
3	Town Water Construction	3	\$0	\$0	\$0	\$7,454,898	\$0	Loan/Grants/Earmarks
	<b>Total</b>		<b>\$287,000</b>	<b>\$157,000</b>	<b>\$157,000</b>	<b>\$7,454,898</b>	<b>\$0</b>	<b>\$8,055,898</b>

Stormwater Projects									
Outfall	Project	Priority No.	Fiscal Year					Total	Comments
			2018/2019	2019/2020	2020/2021	2021/2022	2022/2023		
	Bayshore Dr	1	\$45,000	\$ -	\$0	\$0	\$0	\$45,000	Provide positive outfall at east end/low point
	Park Ave	2	\$25,000	\$ -	\$0	\$0	\$0	\$25,000	Provide drainage South Side across from WES
23(A)	9th Avenue/10th Avenue and Oakdale Street	3	\$0	\$ -	\$2,000	\$0	\$0	\$2,000	Provide interim solution to flooding issues: LMS
27	7th Avenue and Forest Street (swale)	4	\$8,625	\$ -	\$0	\$0	\$0	\$8,625	Swale grading between 7th Avenue and 8th Avenue
22(G)	Forest Street (swale improvements)	6	\$2,000	\$ -	\$0	\$0	\$0	\$2,000	Swale improvements to Wauseon Bay
33	8th Avenue and Magnolia Street	7	\$3,440	\$ -	\$0	\$0	\$0	\$3,440	Address street erosion at intersection
36	Lake Butler Boulevard/S.Lake Butler Road Culvert Replacement	8	\$11,955	\$ -	\$0	\$0	\$0	\$11,955	Remove and replace CMP and add end treatment
28	7th Avenue between Forest Street and Butler Avenue	9	\$77,062	\$ -	\$0	\$0	\$0	\$77,062	Pipe and swale improvements along 7th Avenue
20(D)	3rd Avenue and Magnolia Street	10	\$0	\$0	\$31,695	\$101,462	\$0	\$133,157	Construct pipe and pond improvements in ROW: LMS
21E	4th Avenue and Magnolia Street	11	\$22,908	\$53,662	\$0	\$0	\$0	\$76,570	Construct pipe and pond improvements in ROW
25	10th Avenue and Dirt Main (grading and easement)	12	\$44,874	\$12,552	\$0	\$0	\$0	\$57,426	Right-of-way acquisition (170 x 40')
26	Dirt Main between 7th Avenue and 8th Avenue (relocate roadway)	13	\$ -	\$5,523	\$0	\$37,029	\$0	\$42,552	Relocate roadway into existing right-of-way
9	Chase Road (swale and inlet modification)	14	\$ -	\$29,379	\$0	\$ -	\$0	\$29,379	Ditch bottom inlet and piped outfall to Lake Butler
18(A)	Butler Street	15	\$ -	\$ -	\$0	\$114,573	\$0	\$114,573	Culvert replacement at 7th Avenue and Butler St.
30	4th Avenue between Forest Street and Butler Street	16	\$ -	\$14,435	\$0	\$0	\$0	\$14,435	Swale grading between Butler St. and Forest St.
31	3rd Avenue and Oakdale Street	17	\$ -	\$ -	\$0	\$17,519	\$113,735	\$131,308	Pipe and swale improvements along Oakdale St.
35	2nd Avenue and Oakdale Street	19	\$ -	\$7,093	\$0	\$0	\$0	\$7,093	Re-establish drainage to N. Oakdale drainage
42	6th Avenue and Auxillary lane at Boat Ramp	20	\$0	\$0	\$0	\$47,591	\$0	\$47,591	CCTV conducted
24	9th Avenue and East Boulevard (regional stormwater pond)	21	\$0	\$0	\$0	\$0	\$50,751	\$50,751	Engineering Costs only: LMS Funding Possible. On Hold
23(B)	9th Avenue/10th Avenue and Oakdale Street	22	\$0	\$0	\$0	\$0	\$0	\$0	Future CIP: LMS Funding Possible. On Hold
29	6th Avenue and Butler Street	23	\$0	\$0	\$0	\$0	\$0	\$0	Future CIP: LMS Funding Possible. On Hold
34	Old Main from 2nd Avenue to Lake Down Canal	24	\$0	\$0	\$0	\$0	\$61,995	\$61,995	Engineering Costs only
13	Lake Down Boat Ramp Outfall No. 13	25	\$0	\$0	\$0	\$0	\$0	\$0	Future CIP
12	Lake Down Boat Ramp Outfall No. 12	26	\$0	\$0	\$0	\$0	\$0	\$0	Future CIP
	West Second Ave	TBD	\$0	\$0	\$230,744	\$0	\$0	\$0	LMS Funding Possible. On Hold
	Reserves		\$0	\$114,356	\$0	\$0	\$10,519	\$0	
<b>TOTALS</b>			\$240,864	\$237,000	\$264,439	\$318,174	\$237,000	\$871,912	\$235k Budgeted each year for projects

CHAPTER 9  
PUBLIC SCHOOL FACILITIES ELEMENT



TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA

**PUBLIC SCHOOL FACILITIES ELEMENT  
TABLE OF CONTENTS**

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EXHIBIT 2: K-12/ALTERNATE/SPECIAL/TECH SCHOOLS..... 5  
EXHIBIT 3: FUTURE SCHOOLS..... 6



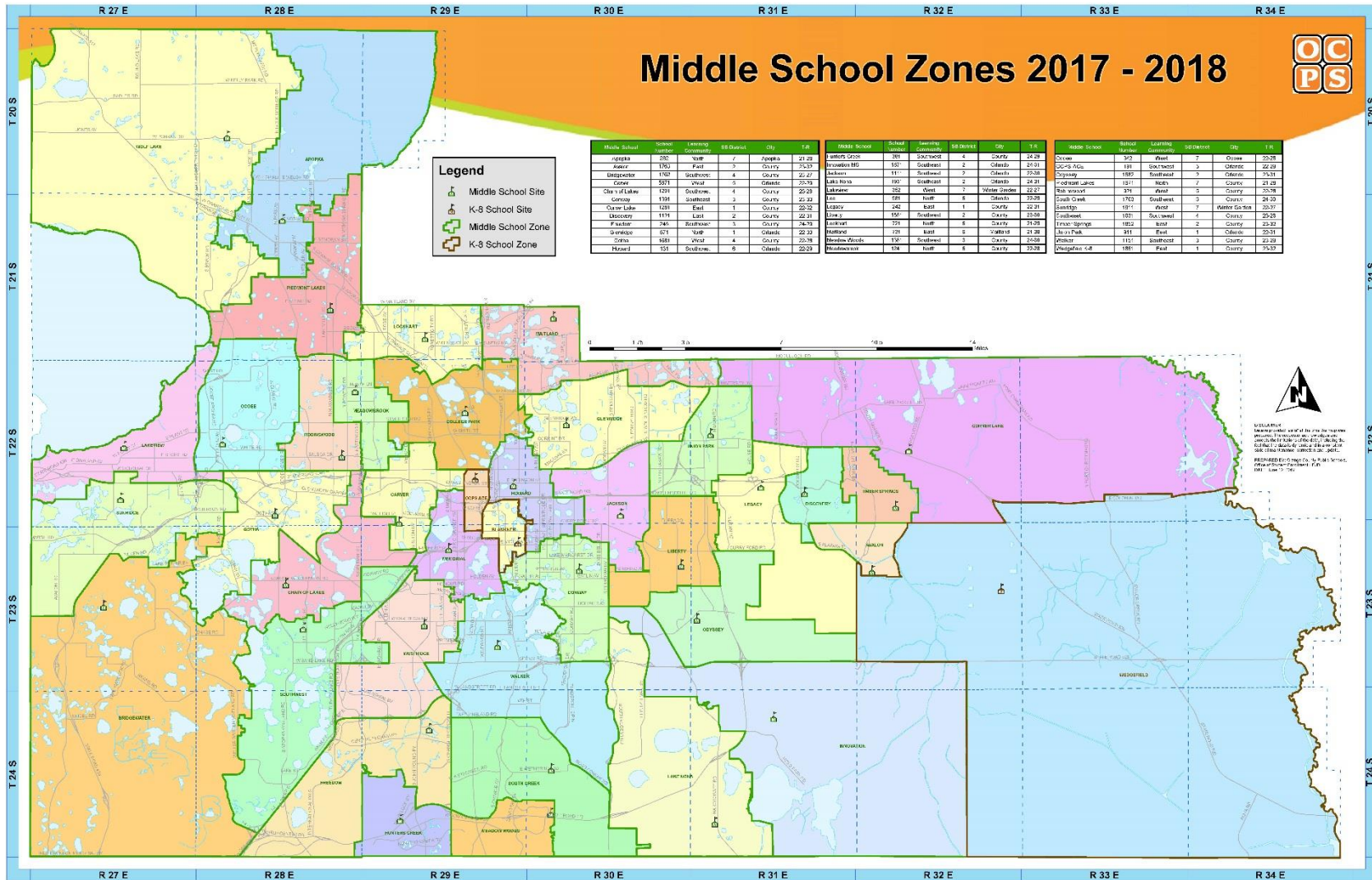
## CHAPTER 9 PUBLIC SCHOOL FACILITIES ELEMENT

### A. INTRODUCTION

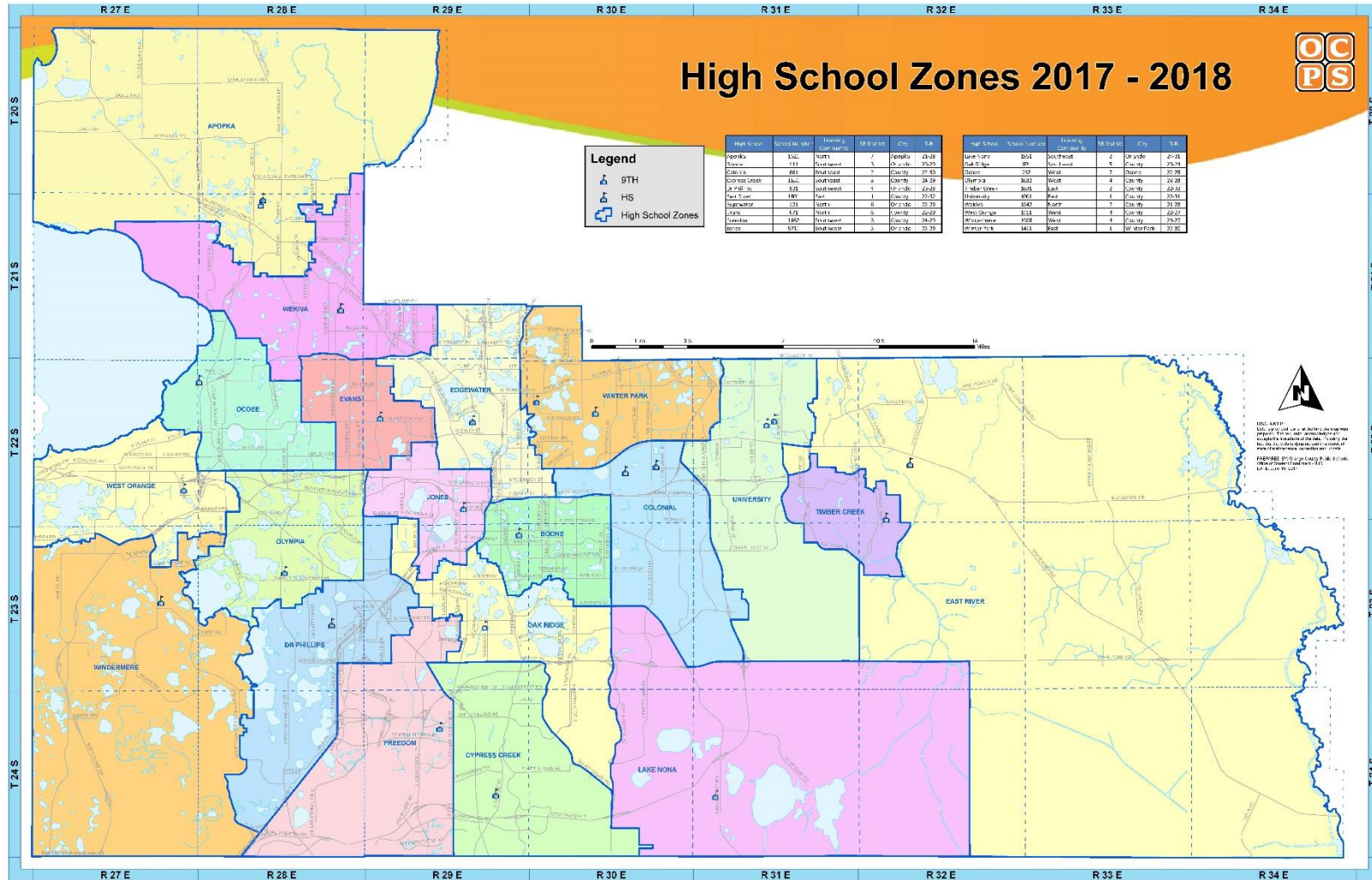
The *Public School Facilities Element* is intended to ensure coordination among the County, Municipalities and the School District to ensure that school capacity at the adopted level of service standard is available at the time of the impacts of development.

The Orange County Public Schools (OCPS) provides all of the data, inventory, and analysis for the *Public School Facilities Element* and related comprehensive plan amendments to establish school concurrency. The Town incorporates the Orange County Comprehensive Plan 2010-2030 *Public School Facilities Element* Data and Analysis as adopted on June 6, 2017, as the required data and analysis for the Comprehensive Plan.





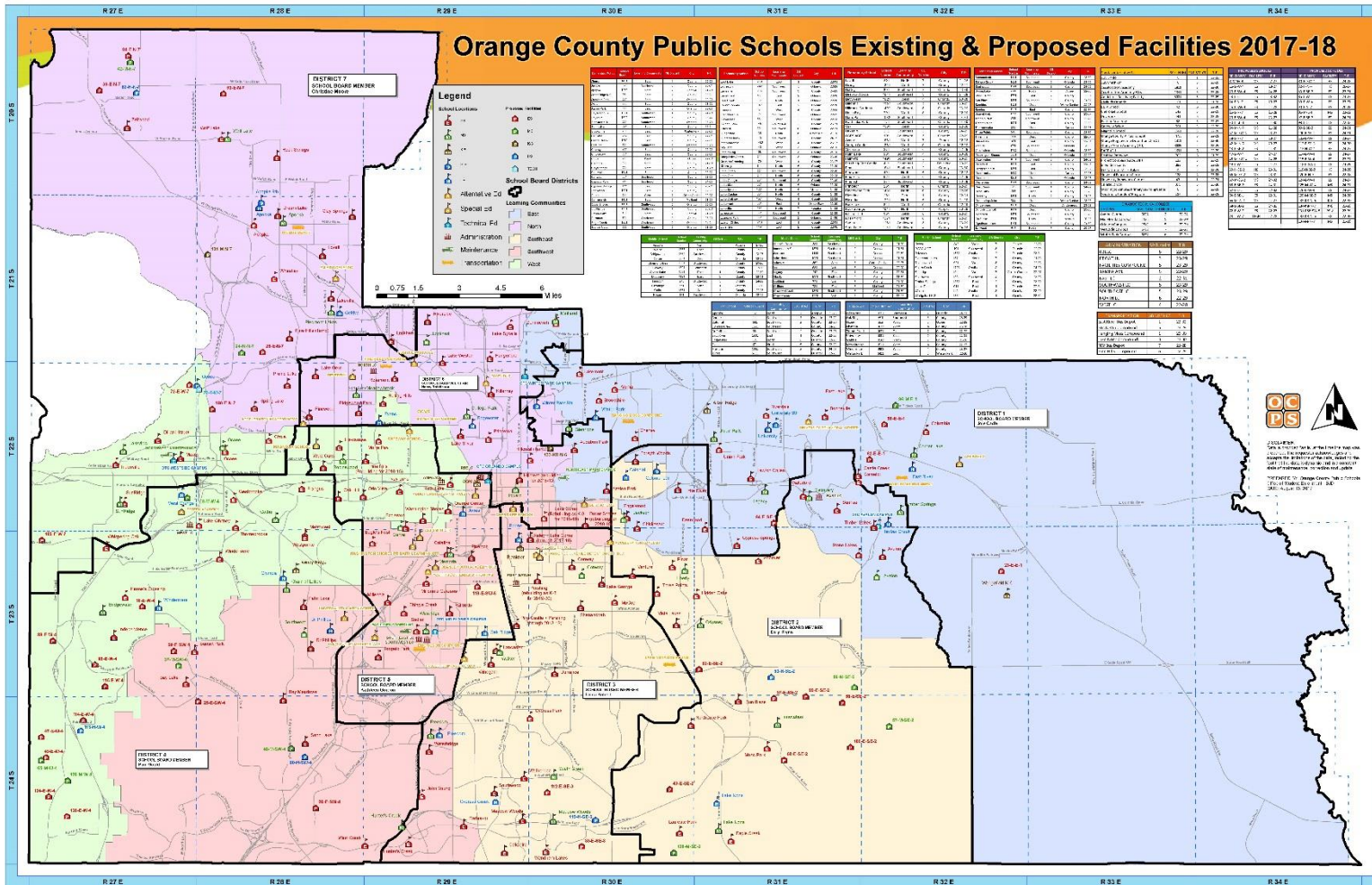






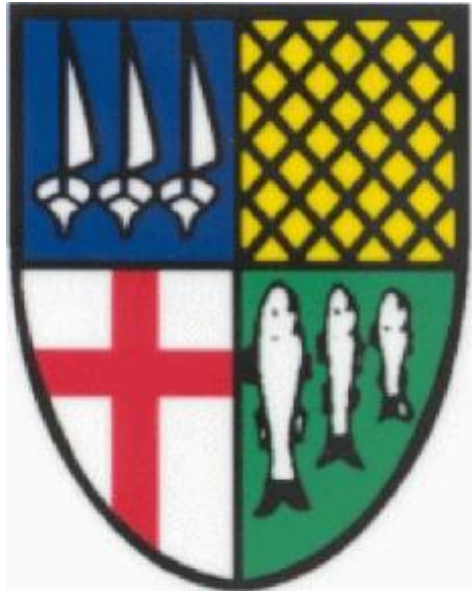


**EXHIBIT 3: FUTURE SCHOOLS**



First Reading: September 11, 2018  
 Adoption: October 9, 2018  
 Ordinance No. 2018-01

CHAPTER 10  
PUBLIC PARTICIPATION ELEMENT



TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA

**PUBLIC PARTICIPATION ELEMENT  
TABLE OF CONTENTS**

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C. WINDERMERE’S PUBLIC PARTICIPATION ACTIVITY. .... 2



## CHAPTER 10 PUBLIC PARTICIPATION ELEMENT

### A. INTRODUCTION

The purpose of the *Public Participation Element* is to ensure public participation in the Town's planning process. This Element is developed around the following goals:

1. Provide all residents of Windermere the opportunity to participate in their government to the fullest extent possible to promote their health, safety, welfare and general well being.
2. Promote efficiency in the governmental process by streamlining actions involving public participation whenever possible.
3. Conform to all applicable local, state and federal laws relative to public notice and citizen participation requirements.

These goals will be achieved by following the procedures provided within this *Element*.

### B. OVERVIEW OF COMPREHENSIVE PLAN

Public participation is actively encouraged in the comprehensive planning process. The Local Government Comprehensive Planning and Land Development Regulation Act, as amended from time to time, sets forth minimum public participation procedures. That law directs local governments to adopt procedures designed to provide effective public participation in the planning process and to provide real property owners with notice of all official actions that will regulate use of their property. The Orange County *Comprehensive Plan*, with its associated administrative rules and procedures, sets forth the citizen participation process in countywide land use planning matters. All other elements of the Comprehensive Plan are the responsibility of the municipalities under the *Local Government Comprehensive Planning and Land Development Regulation Act* so long as those elements are consistent with County, Regional and State Plans.

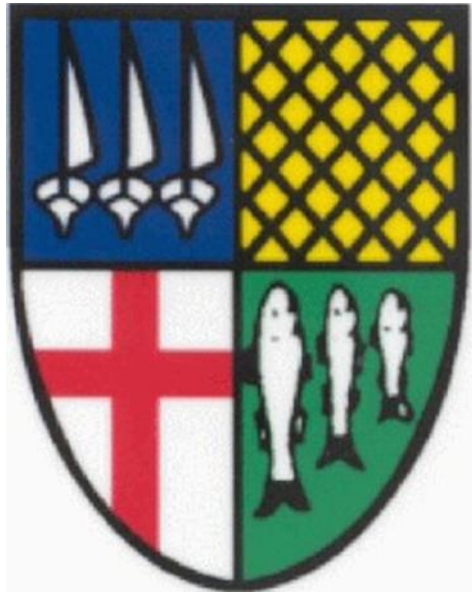
### C. WINDERMERE’S PUBLIC PARTICIPATION ACTIVITY

Section 163.3181, F.S. requires adoption of procedures which provide for and encourage public participation in the planning process for the new comprehensive plan and any subsequent changes.

As required by Section 163.3181 F.S., the following procedures are adopted to guide and assist the Town Council, Town Staff and the public during the preparation, public hearings, and other required steps in the development of the Town’s *Comprehensive Plan*.

1. A copy of the *Plan* and current drafts of the *Plan* and any proposed amendments to the *Plan* shall always be available at the Town Clerk’s office during regular office hours for inspection by the public. Copies of any portions thereof may be purchased from the Clerk.
2. The news media will be assisted in the dissemination of material about the *Plan*.
3. The real property owners within the Town will be provided notices of impending actions by advertisements describing the required public hearing.
4. At least three public hearings will be conducted prior to any change in the *Plan*.
  - a) As the Land Planning Agency, the Council shall consider any proposed changes at a Public Hearing.
  - b) As the Town Council a Transmittal Hearing shall be held prior to submission of any change to the Department of Economic Opportunity.
  - c) Upon receipt of the DEO’s comments, the Council shall hold a final hearing and decide to adopt, adopt with changes or not to adopt the proposed changes.
  - d) Any action by the Council in conjunction with the above public hearings requires an affirmative vote of not less than a majority of the total membership of the Council.
5. The public may and are encouraged to submit to the Town Clerk any written comments about the plan or suggestions for improvements of the plan.
6. The Town Planner shall respond to any written comments or suggestions at one of the public hearings listed in paragraph 4 above. The Town Council shall respond to any comments or suggestions made to them at the public hearings.

CHAPTER 11  
APPENDICES



TOWN OF WINDERMERE  
ORANGE COUNTY, FLORIDA

## APPENDICES

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2. Existing Land Use Map
3. Future Land Use Map
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6. Wetlands Map
7. Soils Map
8. Existing Transportation Map
9. Future Transportation Map
10. Regional Transportation Map
11. Constrained Facilities Map
12. Contour Map
13. Vegetative and Land Cover Map

#### Appendix B: Infrastructure Element Attachments

1. Orange County Utilities Department Capital Improvement Program
2. 2018 Town of Windermere Water Supply Facilities Work Plan with Interlocal Water Service Agreement Contract No. W-90-01

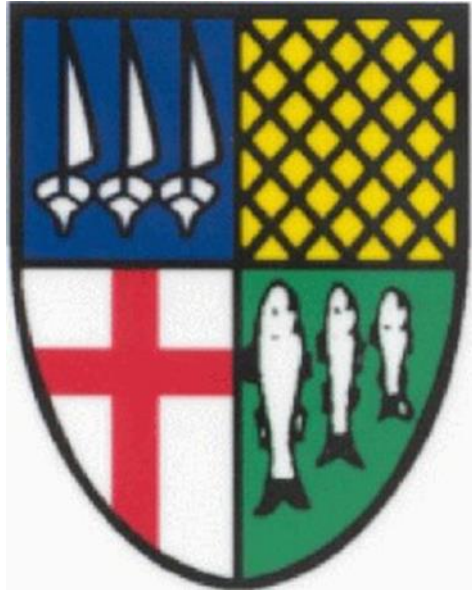
#### Appendix C: Recreation and Open Space Element Attachments

1. Lake Down Consent Final Judgement
2. Lake Bessie Consent Final Judgement

#### Appendix D: Public School Facilities Element Attachments





1. Orange County School District 5-Year District Facilities Work Program
2. Orange County Public School Enrollment Projections
3. First Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency

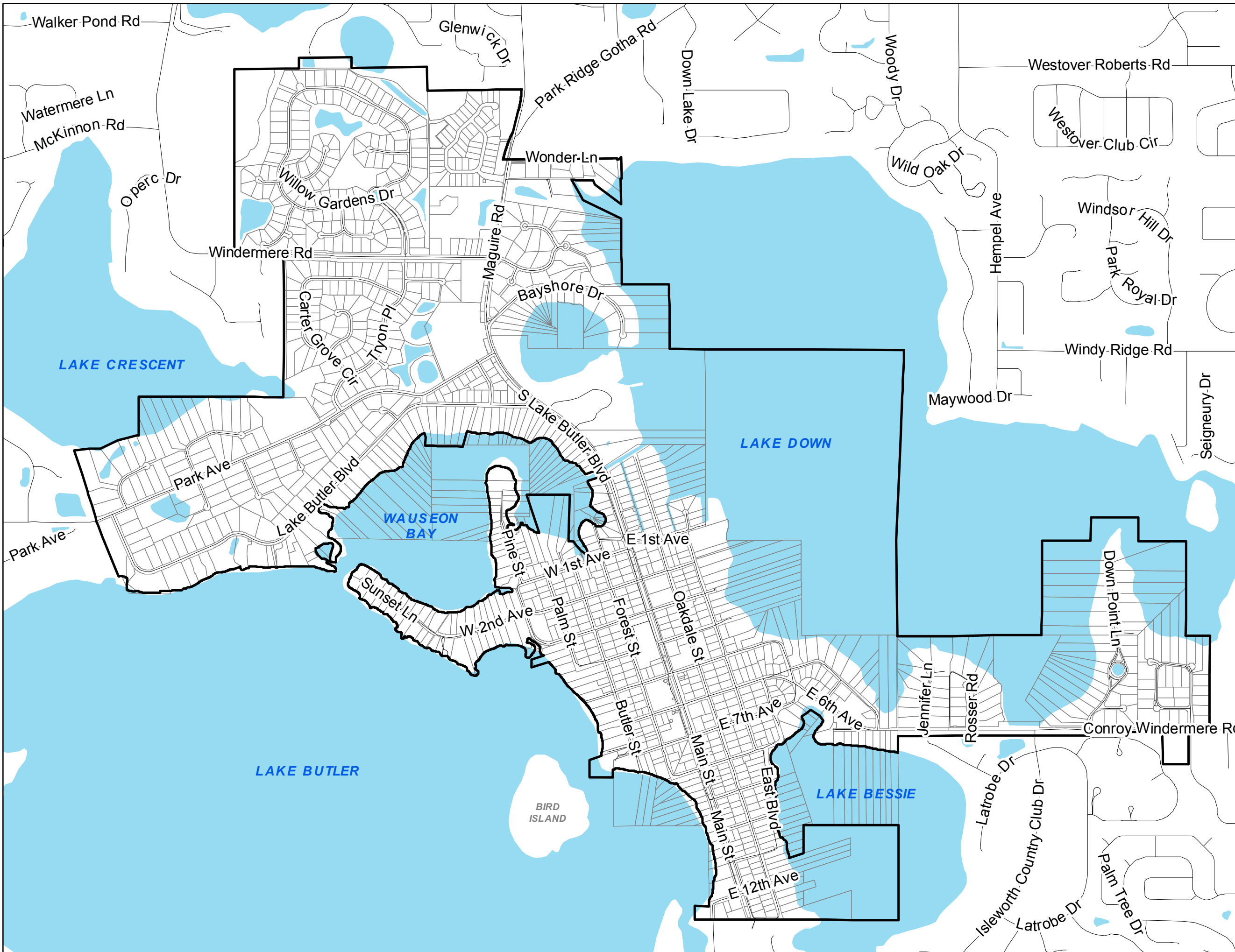
APPENDIX A:  
MAPS



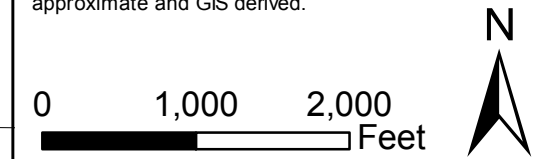
# TOWN OF WINDERMERE BOUNDARY JUNE 2018

## Legend

-  Roads
-  Town Limits
-  Parcel Boundaries
-  Lakes or Ponds



Sources: Town of Windermere  
 Note: This map and digital data are for planning purposes only and should not be used to determine the precise location of a feature. Acreage is approximate and GIS derived.
















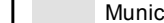






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# TOWN OF WINDERMERE EXISTING LAND USE MAP JUNE 2018

## Legend

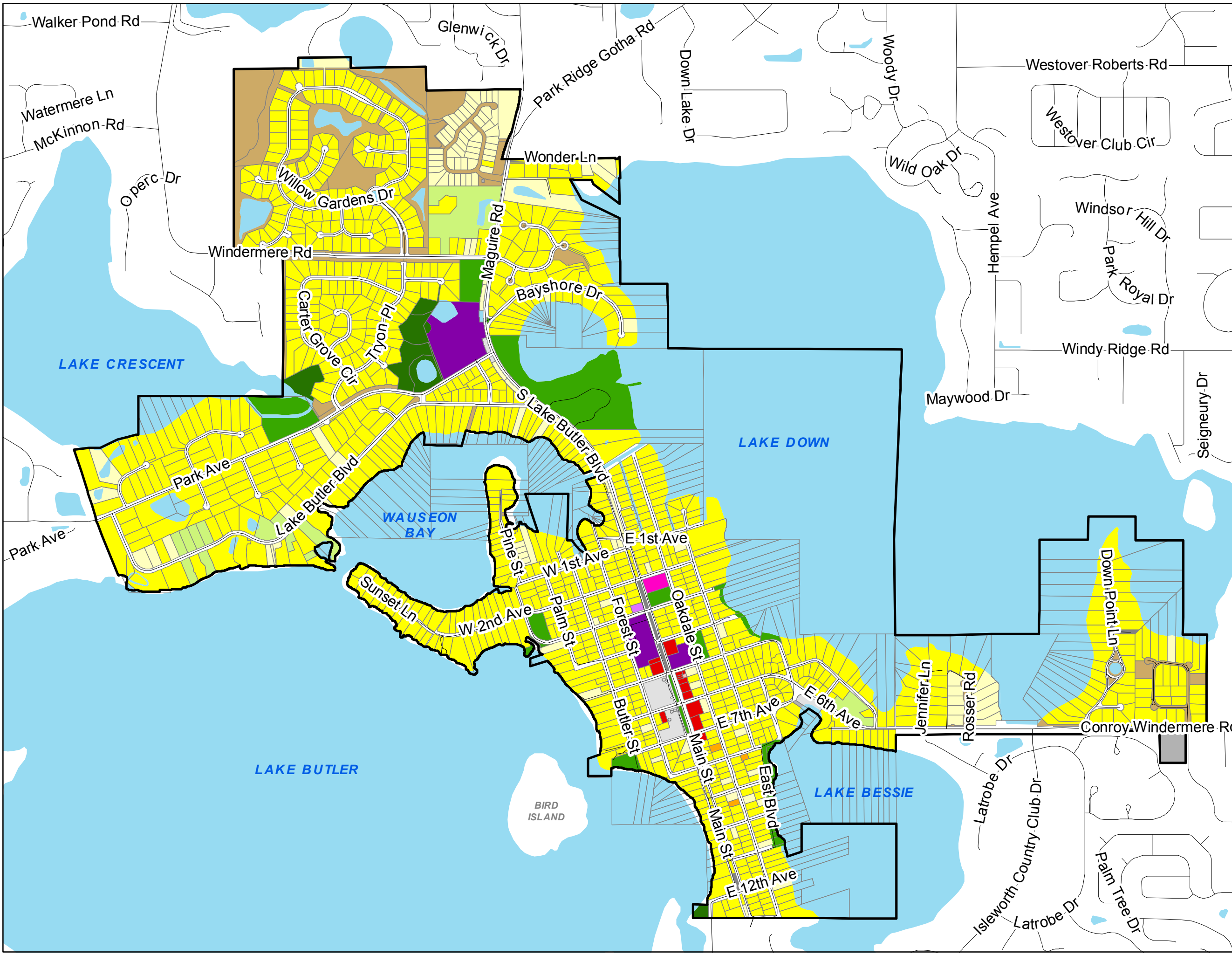
-  Roads
-  Town Limits
-  Parcel Boundaries
-  Lakes or Ponds
- Description**
-  Vacant Residential; Non-Agricultural Acreage
-  Single Family Residential
-  Multi-Family
-  Private Common Areas
-  Vacant Commercial
-  Commercial
-  Vacant Institutional
-  Institutional (Church, School)
-  Conservation
-  Recreation
-  Agricultural
-  Municipal (Town of Windermere)
-  Other Government Owned
-  Right-Of-Way
-  Public Utilities/Telecom
-  Lakes, Canals, Ponds

Sources: Town of Windermere and Orange County Property Appraiser, DOR Code, January 2018.  
 Note: This map and digital data are for planning purposes only and should not be used to determine the precise location of a feature. Acreage is approximate and GIS derived.

0 1,000 2,000 Feet

















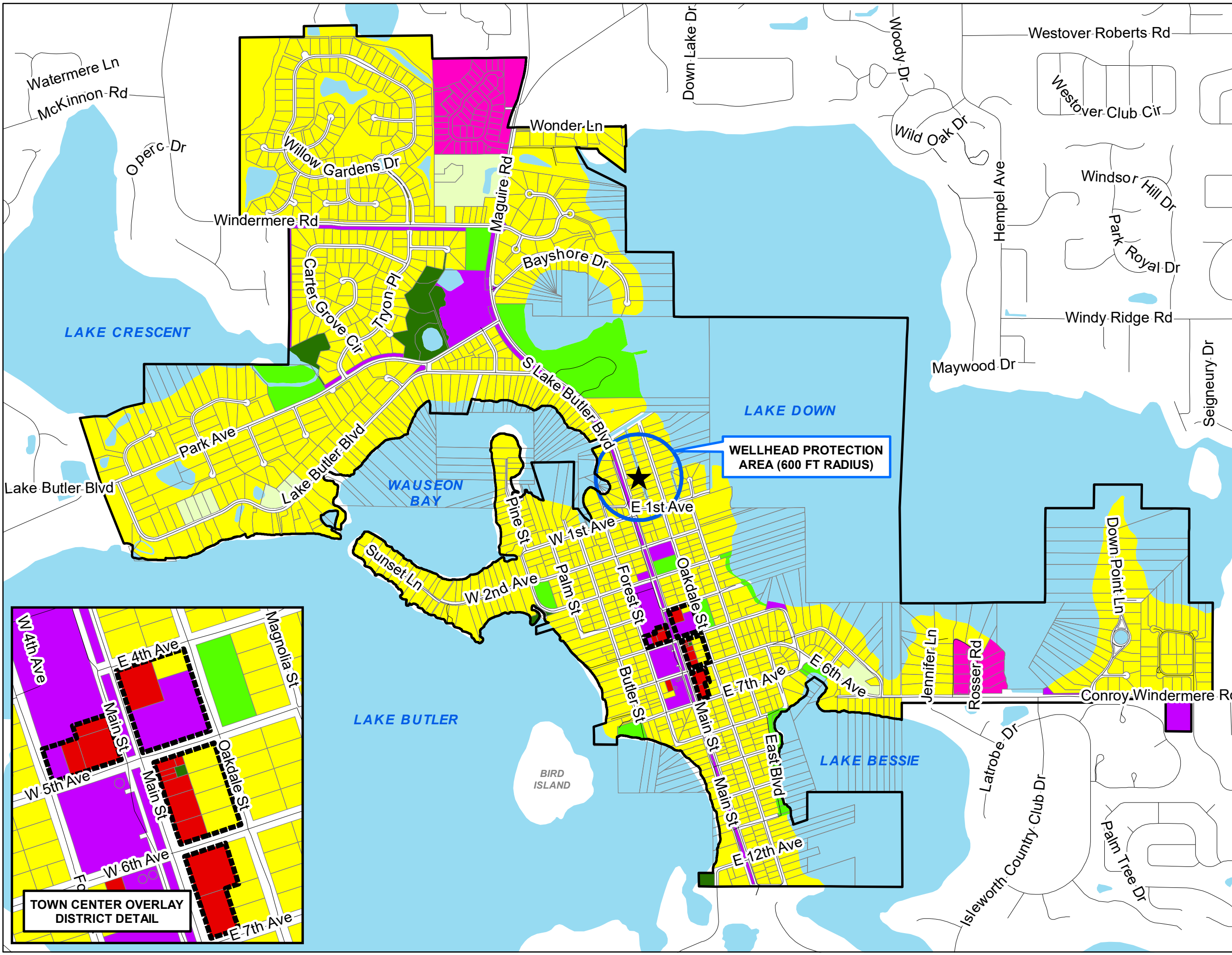
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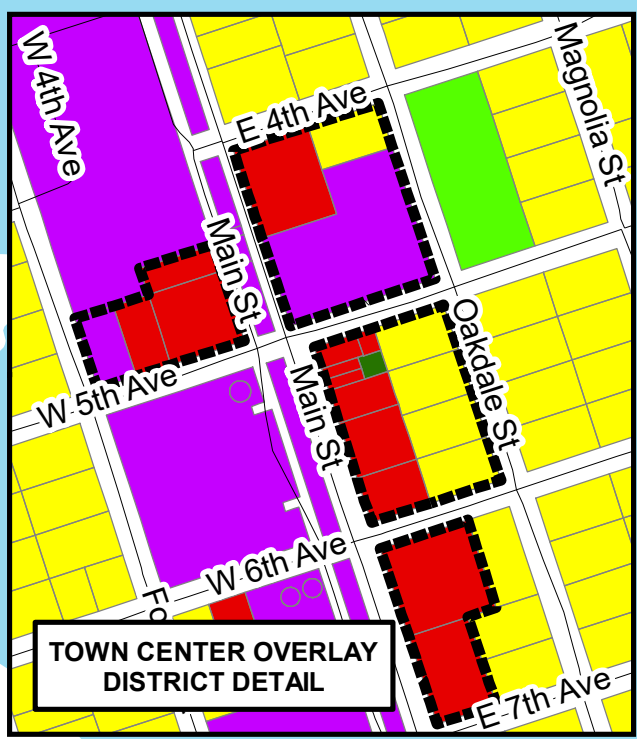
# TOWN OF WINDERMERE FUTURE LAND USE MAP 2035

## Legend

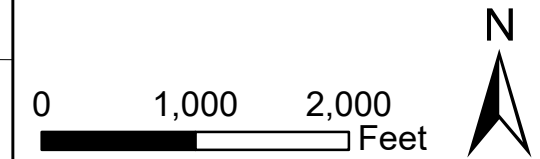
-  Town Limits
  -  Town Center Overlay District
  -  Potable Water Wellhead
  -  Wellhead Protection Area
  -  Roads
  -  Parcel Boundaries
- Description**
-  Agricultural
  -  Commercial
  -  Conservation
  -  Public Use
  -  PUD - Residential
  -  Recreation
  -  Single Family Residential
  -  Lakes



WELLHEAD PROTECTION AREA (600 FT RADIUS)



Sources: Town of Windermere, Orange County.  
 Note: This map and digital data are for planning purposes only and should not be used to determine the precise location of a feature. Acreage is approximate and GIS derived.



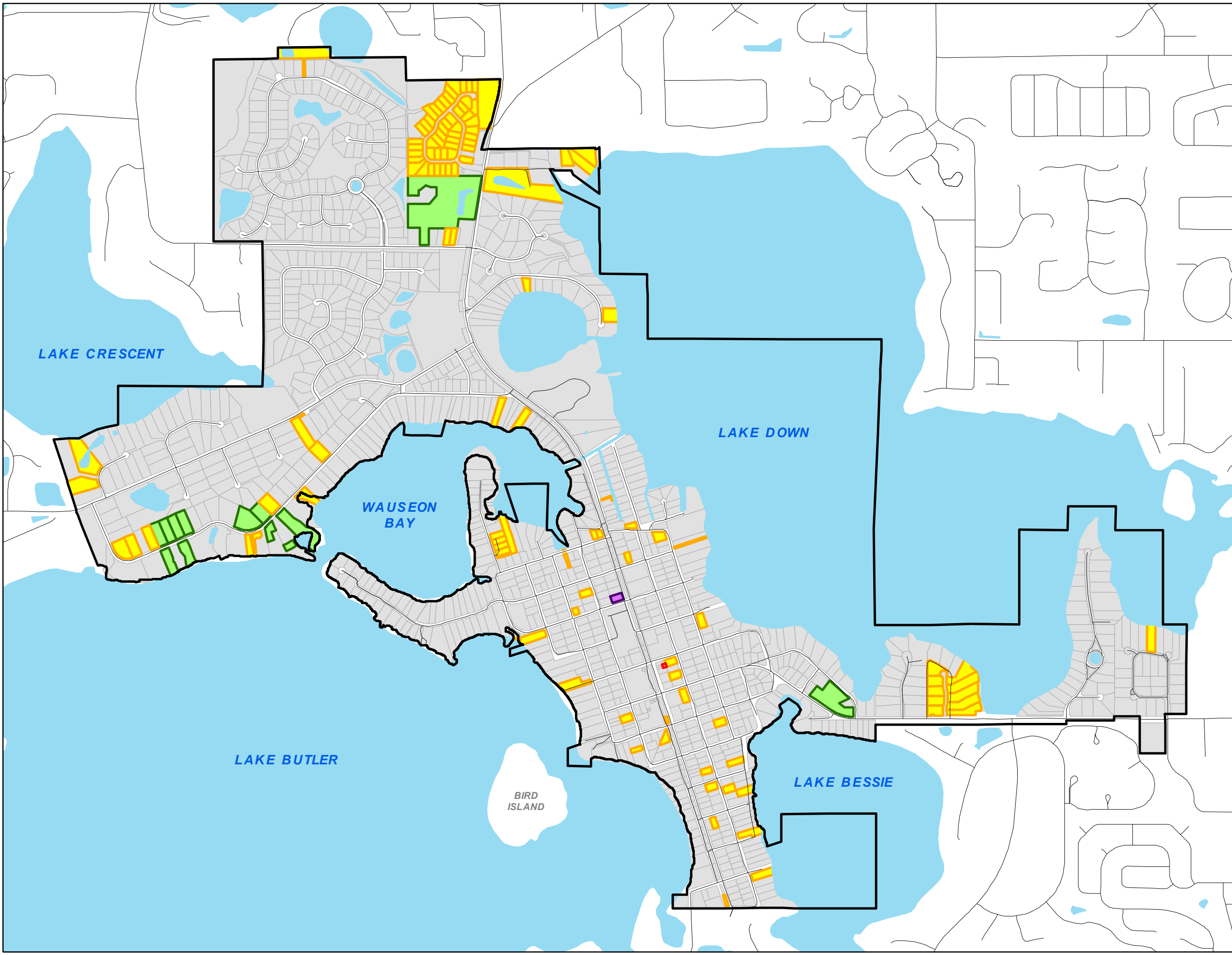
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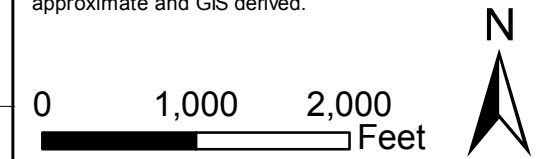
# TOWN OF WINDERMERE VACANT LANDS MAP JUNE 2018

## Legend

- Roads
- ▭ Town Limits
- ▭ Parcels
- ▭ Lakes or Ponds
- Description**
- ▭ Vacant Residential
- ▭ Vacant Commercial
- ▭ Vacant Institutional
- ▭ Vacant Agricultural (Orange Groves)










Sources: Town of Windermere and Orange County Property Appraiser, DOR Code, January 2018.  
Note: This map and digital data are for planning purposes only and should not be used to determine the precise location of a feature. Acreage is approximate and GIS derived.

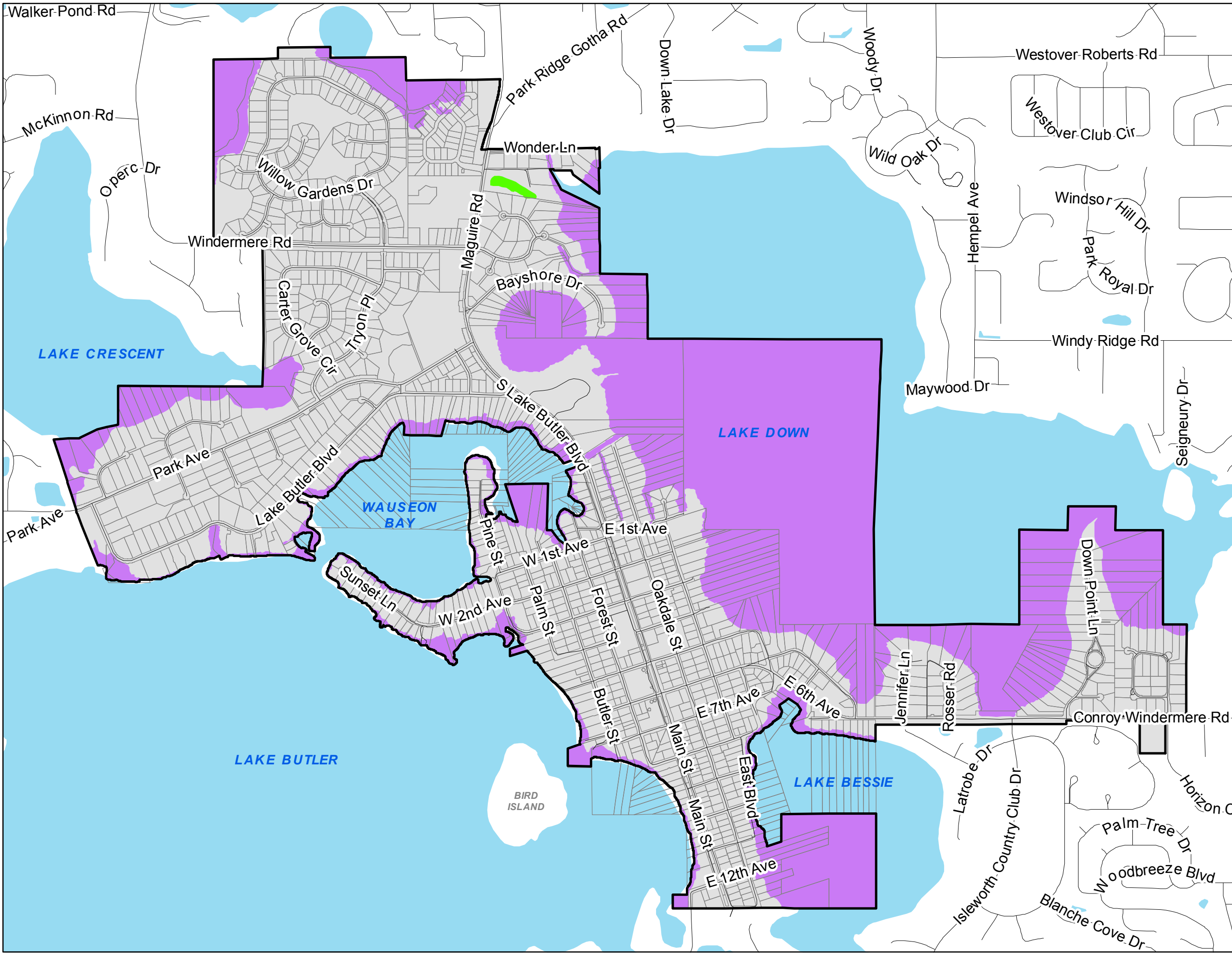


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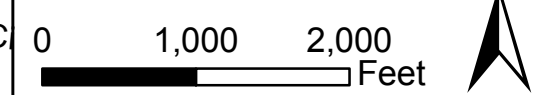
# TOWN OF WINDERMERE FLOOD ZONE MAP JUNE 2018

## Legend

-  Town Limits
-  Roads
-  Parcels
- Flood Zones**
-  AE (+/- 618.59 acres)
-  AH (+/- 1.90 acres)
-  X (+/- 1,079.81 acres)
-  Lakes or Ponds



Sources: Town of Windermere, FEMA Flood Map Services, NFHL Data-County, NFHL\_12095C, 9/22/17.  
 Note: This map and digital data are for planning purposes only and should not be used to determine the precise location of a feature. Acreage is approximate and GIS derived.










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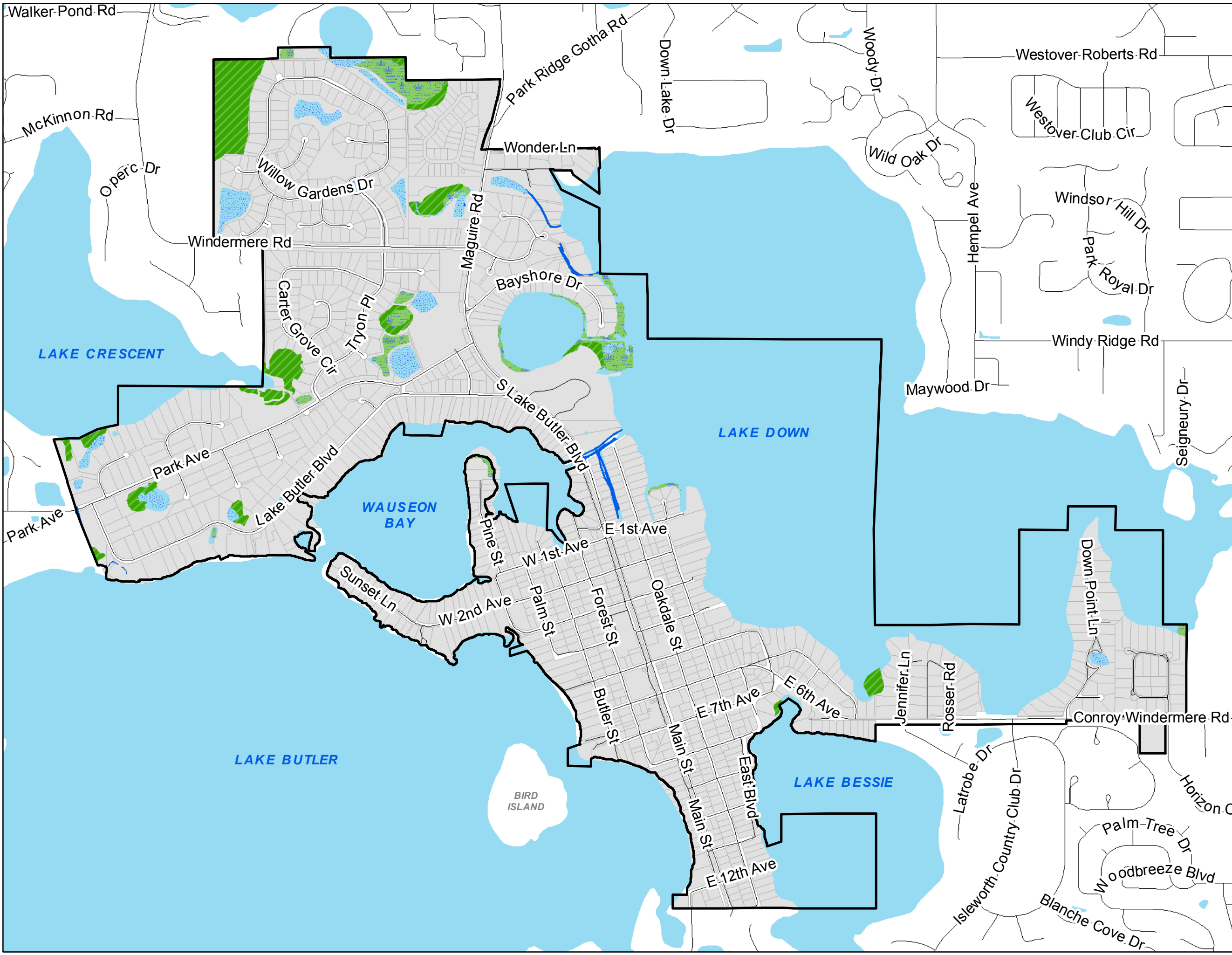




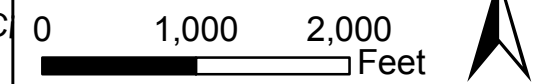

# TOWN OF WINDERMERE WETLANDS MAP JUNE 2018

## Legend

-  Town Limits
-  Parcels
-  Roads
- Wetland Type**
-  Freshwater Emergent Wetland
-  Freshwater Forested/Shrub Wetland
-  Freshwater Pond
-  Riverine






















Sources: Town of Windermere, U.S. Fish & Wildlife Service, National Wetlands Inventory.  
 Note: This map and digital data are for planning purposes only and should not be used to determine the precise location of a feature. Acreage is approximate and GIS derived.

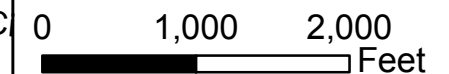
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# TOWN OF WINDERMERE SOILS MAP JUNE 2018

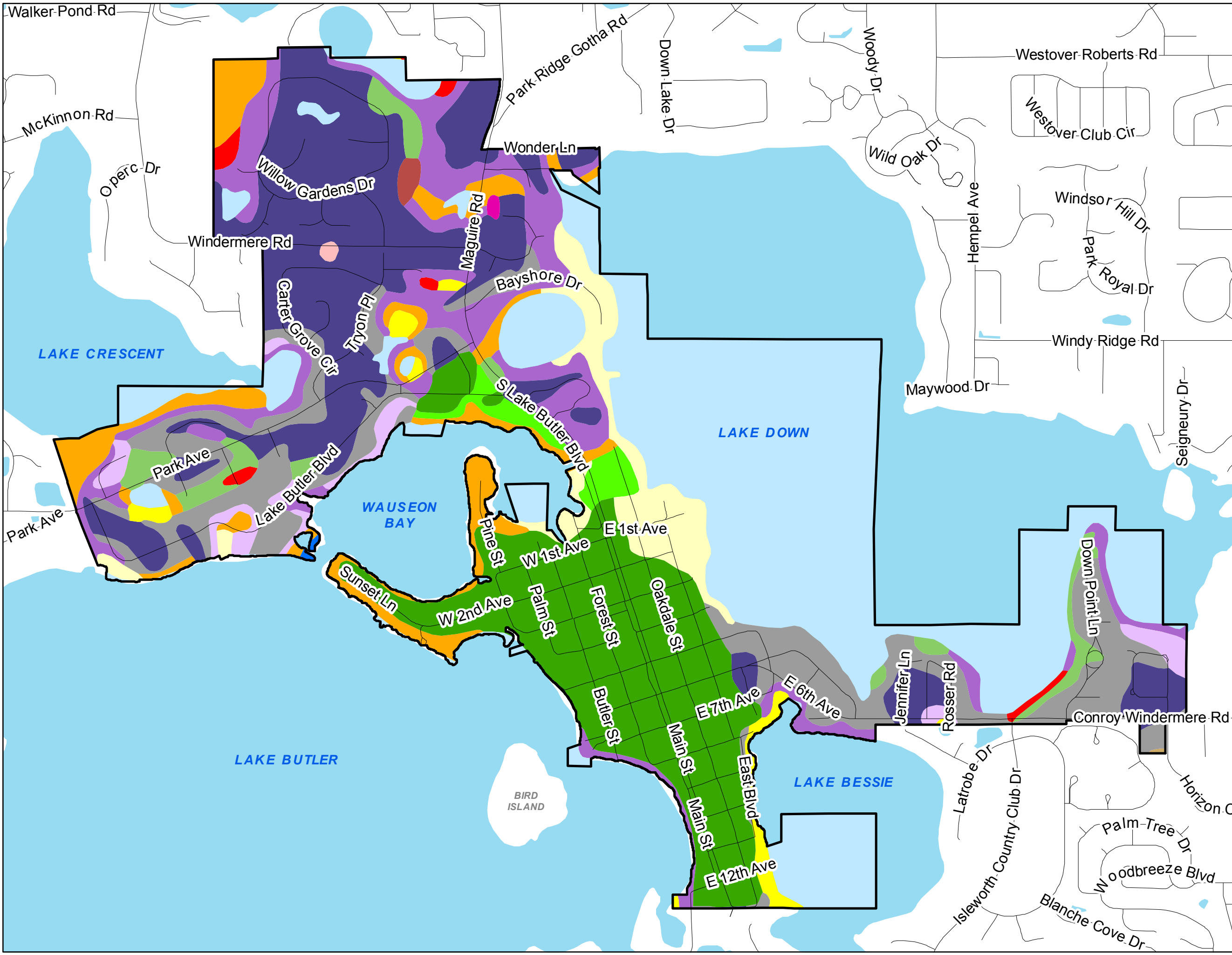
## Legend

-  Town Limits
-  Roads
- Soil Type**
-  ARCHBOLD FINE SAND, 0-5% SLOPES
-  ARENTS, NEARLY LEVEL
-  BASINGER FINE SAND, DEPRESS., 0 TO 1 PERCENT SLOPES
-  CANDLER-APOPKA FINE SANDS, 5-12% SLOPES
-  FLORAHOME FINE SAND, 0-5% SLOPES
-  IMMOKALEE FINE SAND
-  ONA FINE SAND
-  SAMSULA MUCK
-  SANIBEL MUCK
-  SEFFNER FINE SAND, 0-2% SLOPES
-  SMYRNA-SMYRNA, WET, FINE SAND, 0-2% SLOPES
-  SMYRNA-URBAN LAND COMPLEX
-  ST. JOHNS FINE SAND
-  TAVARES FINE SAND, 0-5% SLOPES
-  TAVARES-MILLHOPPER FINE SANDS, 0-5% SLOPES
-  TAVARES-URBAN LAND COMPLEX, 0-5% SLOPES
-  WATER

Sources: Town of Windermere, U.S. Department of Agriculture, Natural Resources Conservation Service, SSURGO Soil Survey, 2015.  
 Note: This map and digital data are for planning purposes only and should not be used to determine the precise location of a feature. Acreage is approximate and GIS derived.



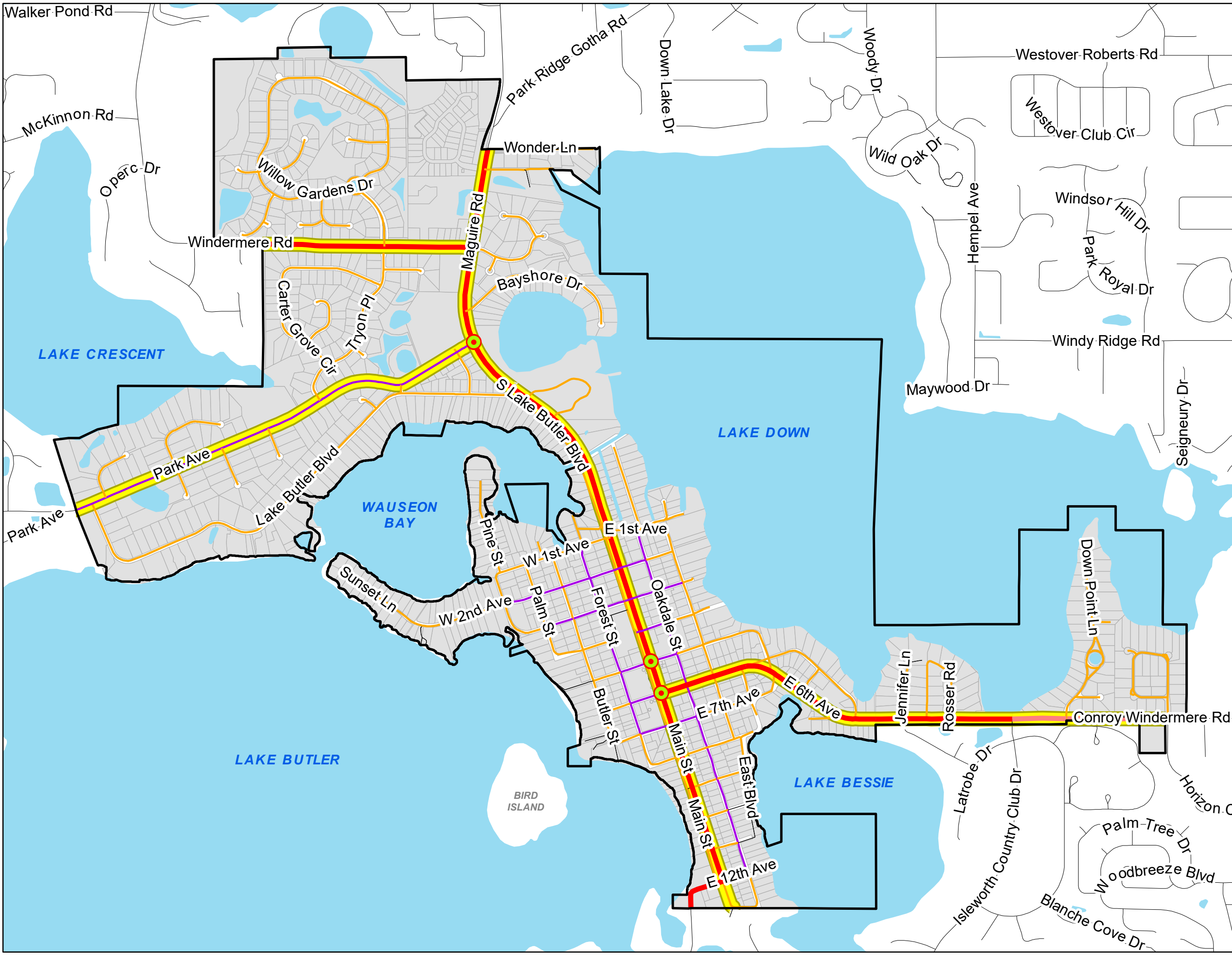
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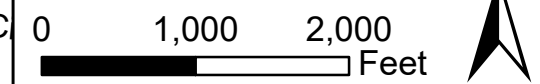


**TOWN OF WINDERMERE  
EXISTING  
TRANSPORTATION MAP  
JUNE 2018**

- Legend**
- Town Limits
  - Roads
  - Lakes or Ponds
  - Parcels
  - Major Pedestrian Sidewalks
  - One-Lane Roundabouts
- FUNCTION**
- Urban Collector
  - Urban Minor Arterial
  - Local Major
  - Local Minor
  - Other (Misc. ROW/Access)



Sources: Town of Windermere and Kimley-Horn & Associates, Inc. Town of Windermere Area-Wide Traffic Study, February 2014  
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**TOWN OF WINDERMERE  
FUTURE  
TRANSPORTATION MAP  
2035**

**Legend**

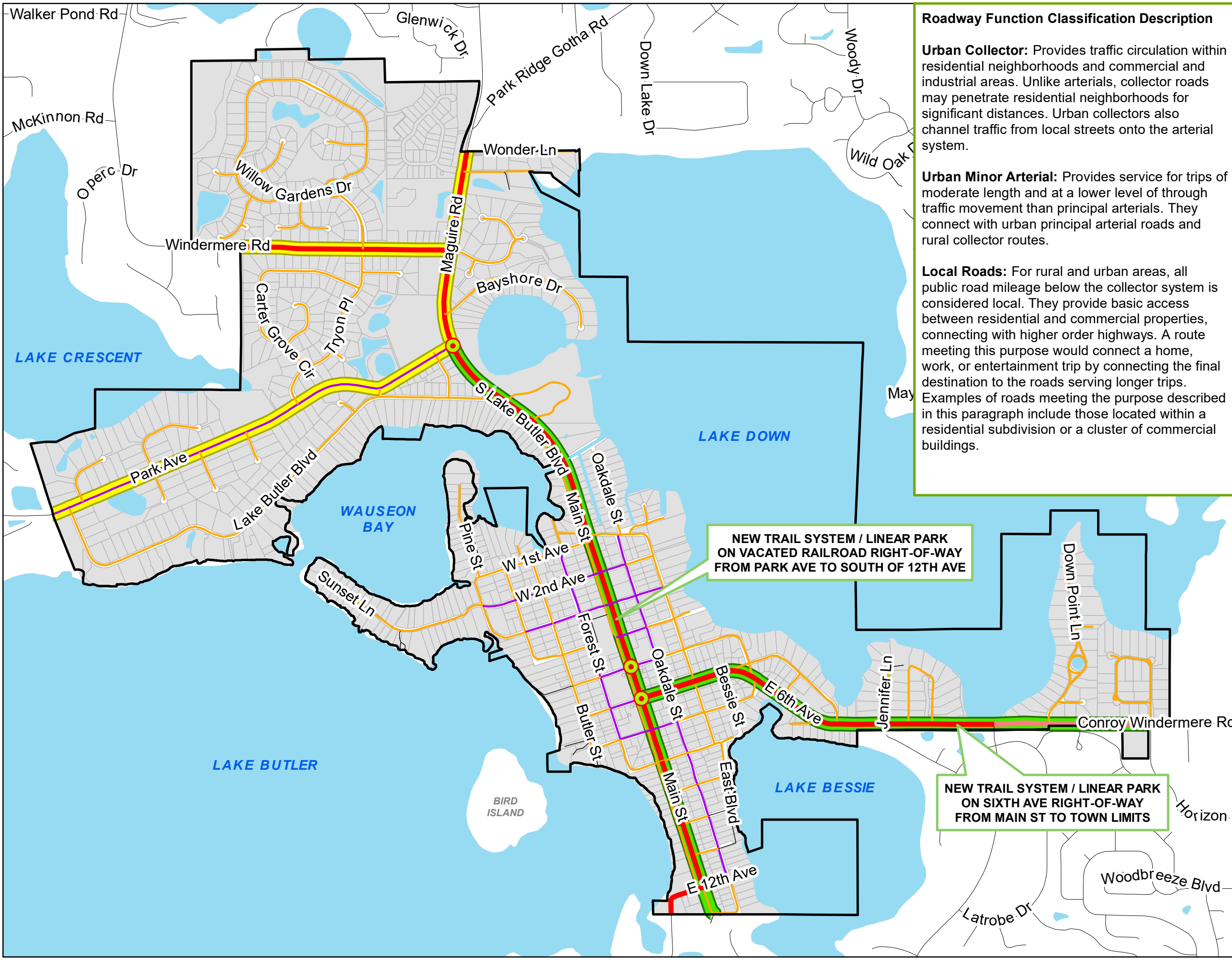
- Town Limits
  - Roads
  - Lakes or Ponds
  - Parcels
  - Major Pedestrian Sidewalks
  - Future Trail System/Linear Park
  - One-Lane Roundabouts
- FUNCTION**
- Urban Collector - 2 Lanes
  - Urban Minor Arterial - 2 Lanes
  - Local Major - 2 Lanes
  - Local Minor - 2 Lanes
  - Other (Misc. ROW/Access)

**Roadway Function Classification Description**

**Urban Collector:** Provides traffic circulation within residential neighborhoods and commercial and industrial areas. Unlike arterials, collector roads may penetrate residential neighborhoods for significant distances. Urban collectors also channel traffic from local streets onto the arterial system.

**Urban Minor Arterial:** Provides service for trips of moderate length and at a lower level of through traffic movement than principal arterials. They connect with urban principal arterial roads and rural collector routes.

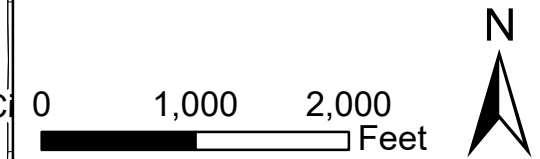
**Local Roads:** For rural and urban areas, all public road mileage below the collector system is considered local. They provide basic access between residential and commercial properties, connecting with higher order highways. A route meeting this purpose would connect a home, work, or entertainment trip by connecting the final destination to the roads serving longer trips. Examples of roads meeting the purpose described in this paragraph include those located within a residential subdivision or a cluster of commercial buildings.



**NEW TRAIL SYSTEM / LINEAR PARK  
ON VACATED RAILROAD RIGHT-OF-WAY  
FROM PARK AVE TO SOUTH OF 12TH AVE**

**NEW TRAIL SYSTEM / LINEAR PARK  
ON SIXTH AVE RIGHT-OF-WAY  
FROM MAIN ST TO TOWN LIMITS**

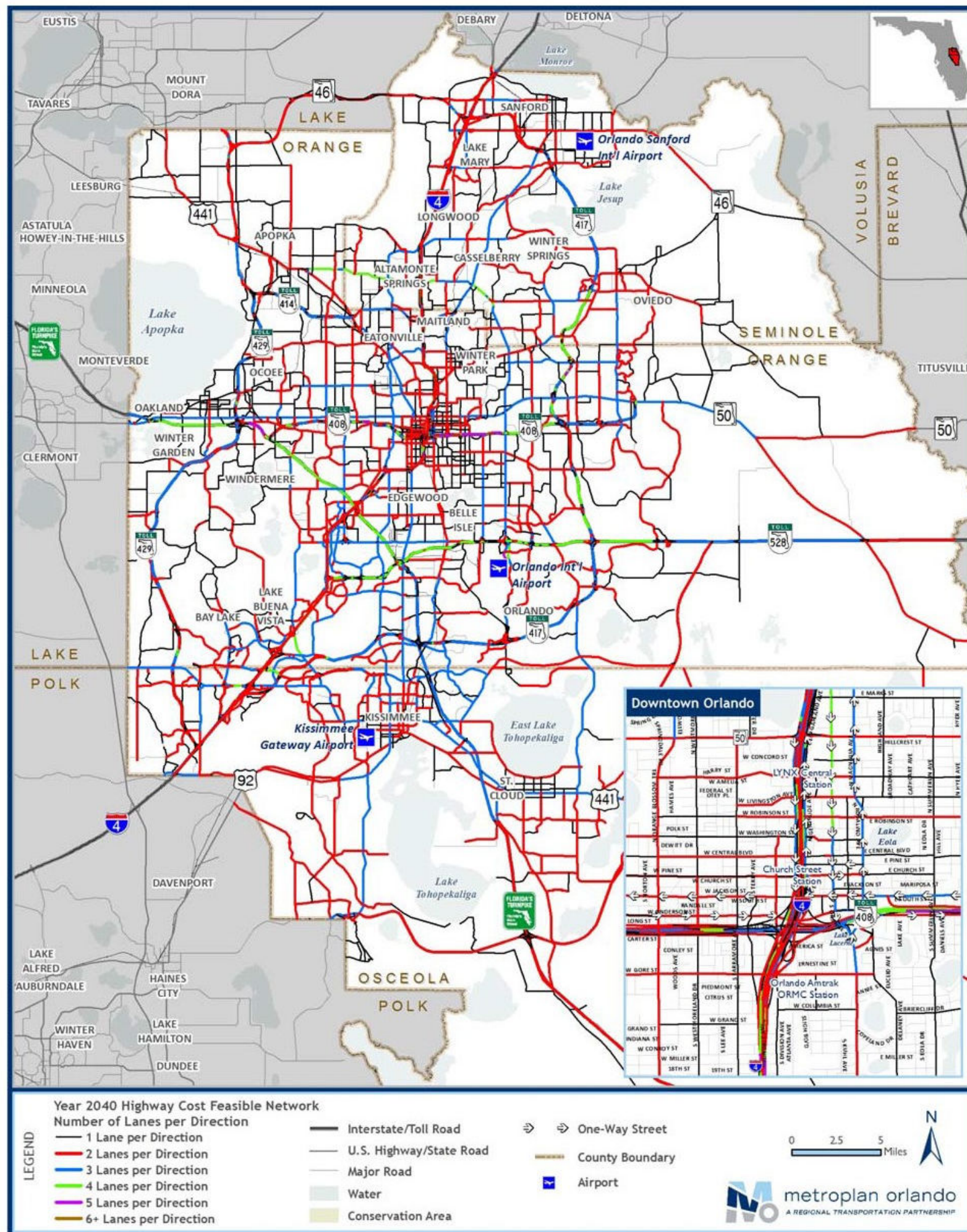
Sources: Town of Windermere and Kimley-Horn & Associates, Inc. Town of Windermere Area-Wide Traffic Study, February 2014  
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**2040 LRTP / REGIONAL  
TRANSPORTATION MAP  
(COST FEASIBLE PROJECTS)  
JUNE 14, 2017**



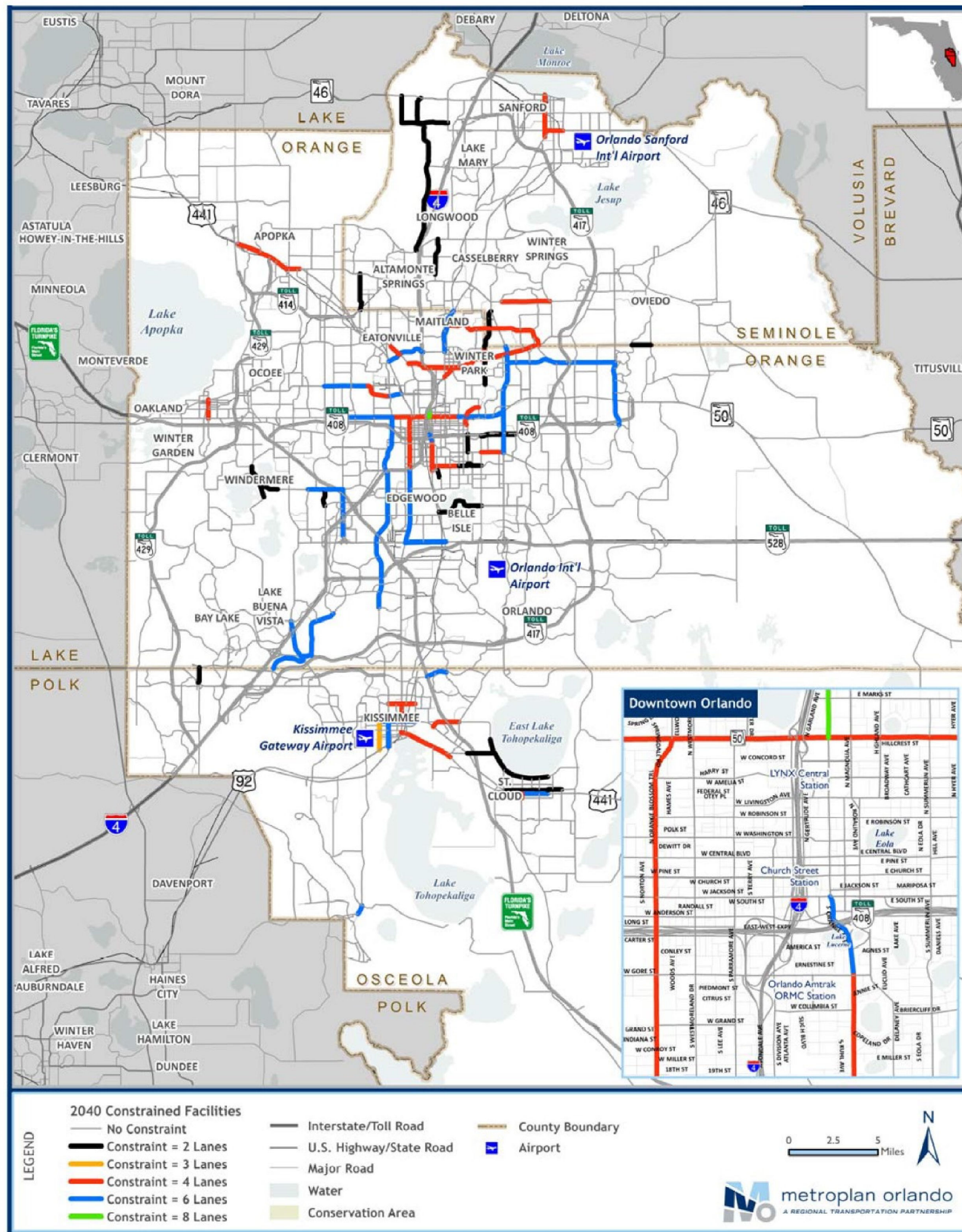
Sources: MetroPlan Orlando 2040 Long Range Transportation Plan: Final Technical Report 3, 06/14/17.  
Note: This map and digital data are for planning purposes only and should not be used to determine the precise location of a feature. Acreage is approximate and GIS derived.



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**2040 LONG RANGE  
TRANSPORTATION PLAN  
CONSTRAINED FACILITIES MAP  
JUNE 14, 2017**



Sources: MetroPlan Orlando 2040 Long Range Transportation Plan: Final Technical Report 3, 06/14/17.  
Note: This map and digital data are for planning purposes only and should not be used to determine the precise location of a feature. Acreage is approximate and GIS derived.
















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# TOWN OF WINDERMERE CONTOUR MAP JUNE 2018

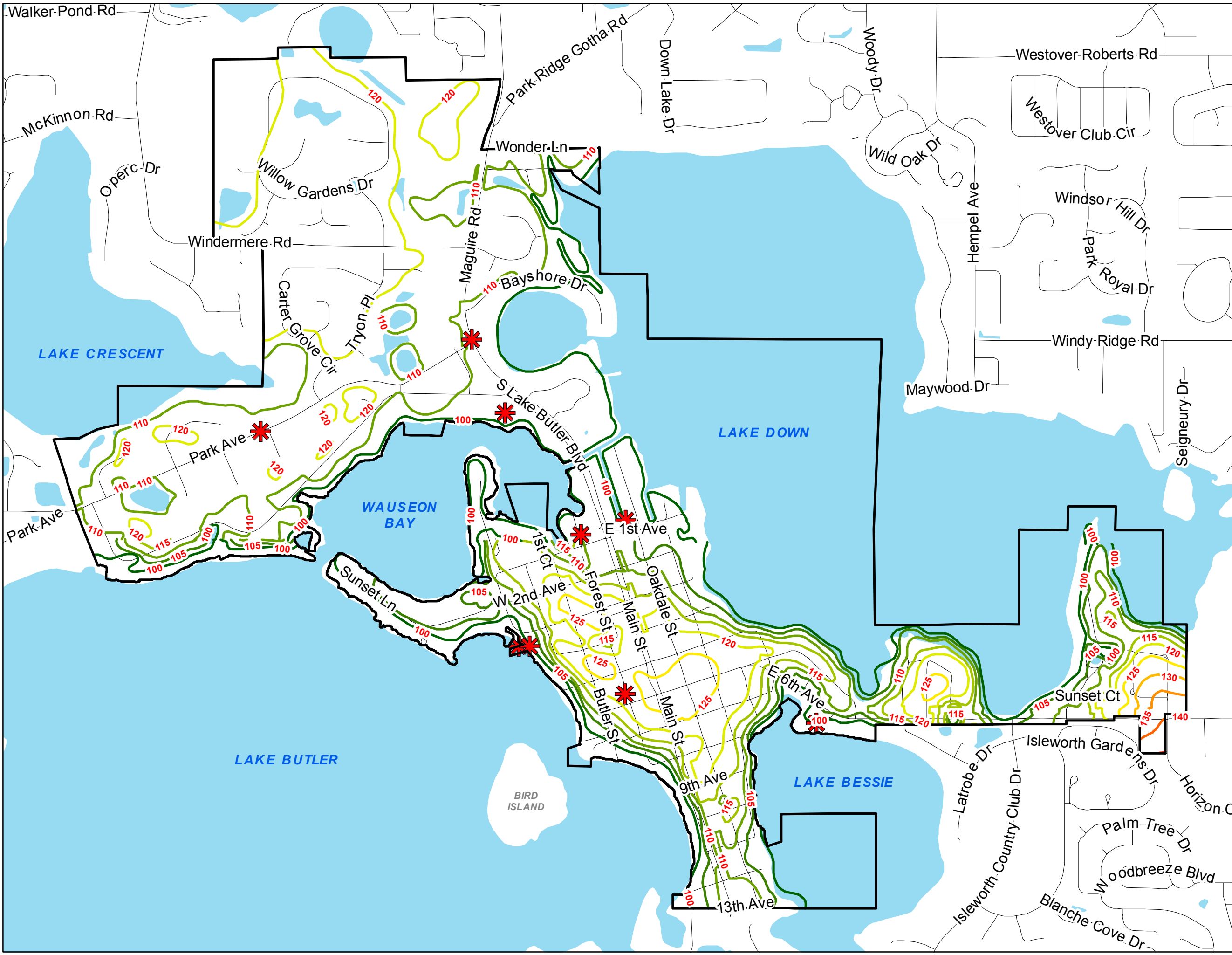
## Legend

-  Town Limits
-  Roads
-  Reported Subsidence Incidents (FDEP)
- 5-Foot Interval Contour Elevation (Feet)**
-  100
-  105
-  110
-  115
-  120
-  125
-  130
-  135
-  140
-  145

Sources: Town of Windermere, Florida Department of Environmental Protection, U.S. Geological Survey.  
 Note: This map and digital data are for planning purposes only and should not be used to determine the precise location of a feature. Acreage is approximate and GIS derived.




























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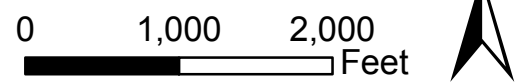
**TOWN OF WINDERMERE  
VEGETATIVE/LAND COVER MAP  
JUNE 2018**

**Legend**

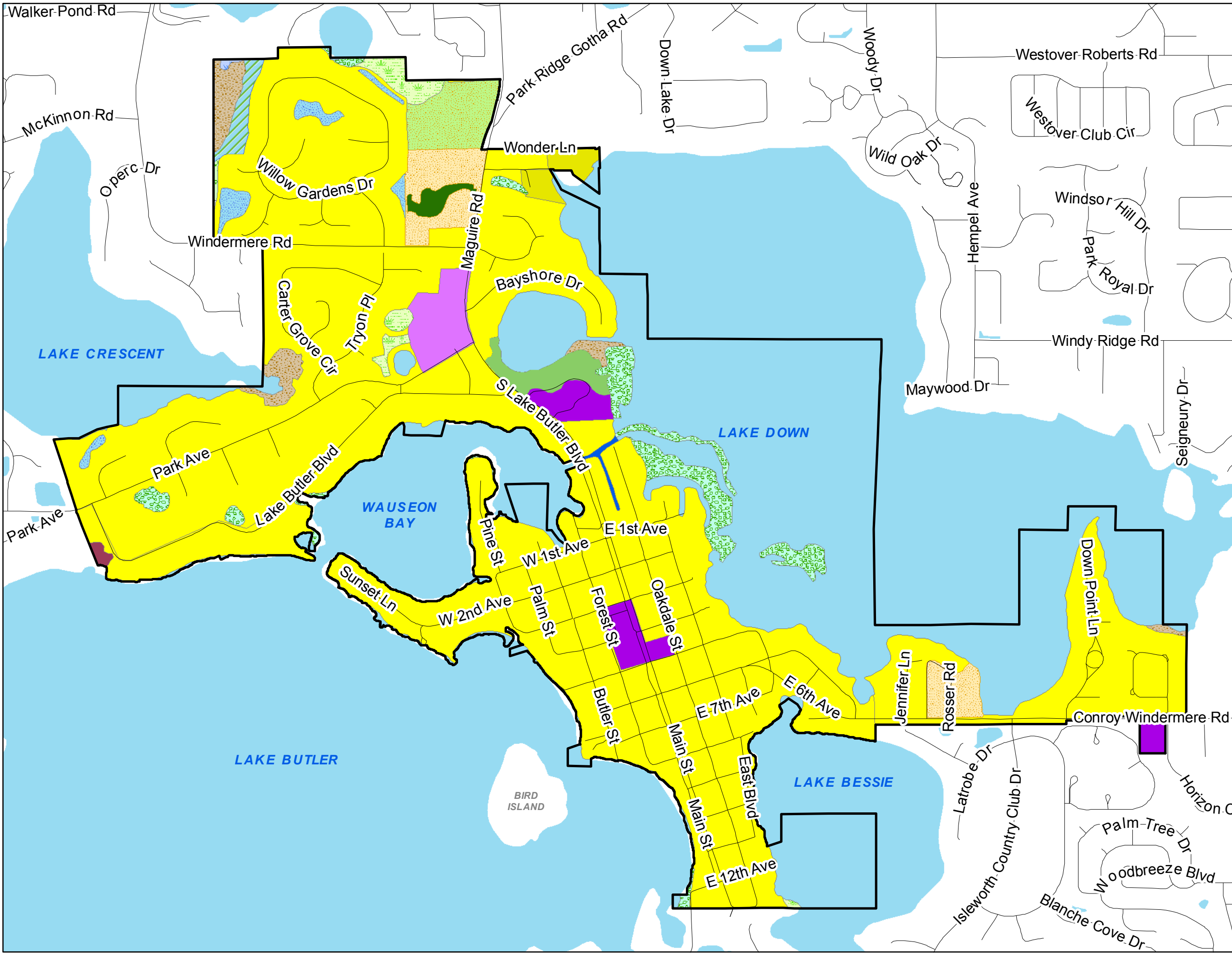
-  Town Limits
-  Roads
- Description**
-  Fixed Single Family Units
-  Rural Residential
-  Medium Density Under Construction
-  Institutional
-  Educational Facilities
-  Golf Course
-  Open Land
-  Woodland Pastures
-  Citrus Groves
-  Pine Flatwoods
-  Hardwood Conifer Mixed
-  Channelized Waterways, Canals
-  Lakes
-  Reservoirs
-  Bay Swamps
-  Mixed Shrubs
-  Cypress
-  Cypress Mixed Hardwoods
-  Wet Pinelands
-  Wetland Forested Mixed
-  Freshwater Marshes
-  Emergent Aquatic Vegetation
-  Roads and Highways

Sources: Town of Windermere and South Florida Water Management District Land Cover & Land Use, 2008-2009.

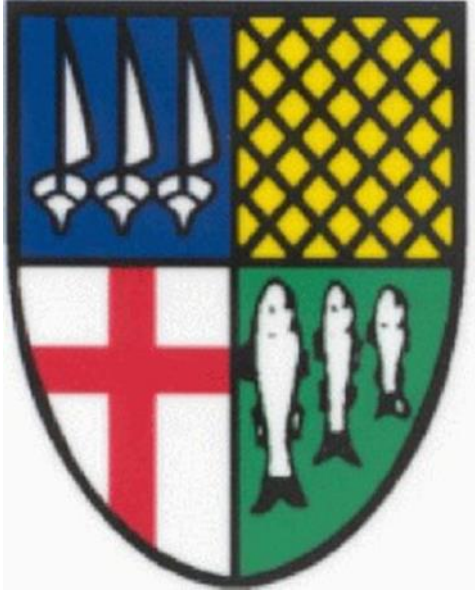
Note: This map and digital data are for planning purposes only and should not be used to determine the precise location of a feature. Acreage is approximate and GIS derived.



TOWN OF WINDERMERE  
614 MAIN STREET  
WINDERMERE, FL 34786  
407.876.2563  
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APPENDIX B:  
INFRASTRUCTURE ELEMENT ATTACHMENTS



**Fiscal Year  
2017-18**

**CAPITAL IMPROVEMENTS PROGRAM**

Projects under the direction of the  
**Utilities Department**

The Utilities Department is responsible for the collection and disposal of solid waste, the collection and treatment of wastewater, and the treatment and disbursement of potable water. A variety of capital projects are planned for the next five (5) years including upgrading and expanding Solid Waste, Water, and Water Reclamation facilities.

	Adopted <u>FY 2017-18</u>
Water Reclamation	\$ 126,352,263
Water	43,986,844
Solid Waste	12,978,900
Other	<u>6,405,306</u>
Department Total	\$ 189,723,313

**Funding Mechanism:**

Funding for Solid Waste projects is provided from system revenues.

Funding for Water and Water Reclamation utility system projects in FY 2017-18 is provided from system revenues and external financing.

The 5-Year Adopted CIP – by Department/Division report following this page utilizes figures as of 9/8/17 for the FY 2016-17 budget rather than as of 3/31/17 to accurately reflect Total Project Costs approved by the Board of County Commissioners.

**ADOPTED CIP - BY DEPARTMENT / DIVISION  
FY 2017/18 - FY 2021/22 BUDGET**

Orange County

Utilities

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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>APPROVED BUDGET FY 16-17</i>	<i>ADOPTED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FY 20-21</i>	<i>PROPOSED BUDGET FY 21-22</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
<b>Utilities</b>											
Other											
1409											
	4420	Customer Info & Billing System	46,557,546	2,109,230	2,525,194	2,283,876	3,841,167	1,658,947	1,548,345	0	60,524,305
		<b>Org Subtotal</b>	<b>46,557,546</b>	<b>2,109,230</b>	<b>2,525,194</b>	<b>2,283,876</b>	<b>3,841,167</b>	<b>1,658,947</b>	<b>1,548,345</b>	<b>0</b>	<b>60,524,305</b>
1410											
	4420	Presidents Drive Ops Center	20,241,738	1,215,000	101,149	0	0	0	0	0	21,557,887
		<b>Org Subtotal</b>	<b>20,241,738</b>	<b>1,215,000</b>	<b>101,149</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>21,557,887</b>
1499											
	4420	MIS Network/Work Order Sys	26,007,442	2,514,955	1,324,111	1,284,138	1,287,629	1,276,424	823,319	0	34,518,018
		<b>Org Subtotal</b>	<b>26,007,442</b>	<b>2,514,955</b>	<b>1,324,111</b>	<b>1,284,138</b>	<b>1,287,629</b>	<b>1,276,424</b>	<b>823,319</b>	<b>0</b>	<b>34,518,018</b>
1535											
	4420	GIS Migration	18,086,692	881,177	498,993	166,464	166,921	114,714	111,330	2,057	20,028,348
		<b>Org Subtotal</b>	<b>18,086,692</b>	<b>881,177</b>	<b>498,993</b>	<b>166,464</b>	<b>166,921</b>	<b>114,714</b>	<b>111,330</b>	<b>2,057</b>	<b>20,028,348</b>
1549											
	4420	Developer Projects	954,015	20,000	20,000	20,000	20,000	20,000	20,000	0	1,074,015
		<b>Org Subtotal</b>	<b>954,015</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>20,000</b>	<b>0</b>	<b>1,074,015</b>
1551											
	4420	Developer Built Projects	852,173	70,000	70,000	70,000	70,000	70,000	70,000	0	1,272,173
		<b>Org Subtotal</b>	<b>852,173</b>	<b>70,000</b>	<b>70,000</b>	<b>70,000</b>	<b>70,000</b>	<b>70,000</b>	<b>70,000</b>	<b>0</b>	<b>1,272,173</b>
1552											
	4420	Developer Built Projects	783,198	70,000	70,000	70,000	70,000	70,000	70,000	0	1,203,198
		<b>Org Subtotal</b>	<b>783,198</b>	<b>70,000</b>	<b>70,000</b>	<b>70,000</b>	<b>70,000</b>	<b>70,000</b>	<b>70,000</b>	<b>0</b>	<b>1,203,198</b>
1556											
	4420	Utilities Security Imp	174,885	499,578	300,404	250,404	251,090	250,404	248,065	299,836	2,274,666
		<b>Org Subtotal</b>	<b>174,885</b>	<b>499,578</b>	<b>300,404</b>	<b>250,404</b>	<b>251,090</b>	<b>250,404</b>	<b>248,065</b>	<b>299,836</b>	<b>2,274,666</b>
1560											
	4420	Developer Built Projects	491,784	150,000	150,000	150,000	150,000	150,000	150,000	0	1,391,784
		<b>Org Subtotal</b>	<b>491,784</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>0</b>	<b>1,391,784</b>

**ADOPTED CIP - BY DEPARTMENT / DIVISION  
FY 2017/18 - FY 2021/22 BUDGET**

Orange County

Utilities

13 - 16

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>APPROVED BUDGET FY 16-17</i>	<i>ADOPTED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FY 20-21</i>	<i>PROPOSED BUDGET FY 21-22</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
1561	4420	Developer Built Projects	213,255	400,000	400,000	400,000	400,000	400,000	400,000	0	2,613,255
		<b>Org Subtotal</b>	<b>213,255</b>	<b>400,000</b>	<b>400,000</b>	<b>400,000</b>	<b>400,000</b>	<b>400,000</b>	<b>400,000</b>	<b>0</b>	<b>2,613,255</b>
1577	4420	Enterprise Reporting & Business Intelli	0	0	945,455	0	0	0	0	0	945,455
		<b>Org Subtotal</b>	<b>0</b>	<b>0</b>	<b>945,455</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>945,455</b>
		<b>DIVISION SUBTOTAL</b>	<b>114,362,727</b>	<b>7,929,940</b>	<b>6,405,306</b>	<b>4,694,882</b>	<b>6,256,807</b>	<b>4,010,489</b>	<b>3,441,059</b>	<b>301,893</b>	<b>147,403,103</b>
Solid Waste											
1061	4410	Porter Modifications	1,122,241	370,000	1,469,444	2,781,270	26,143	26,071	22,071	0	5,817,240
		<b>Org Subtotal</b>	<b>1,122,241</b>	<b>370,000</b>	<b>1,469,444</b>	<b>2,781,270</b>	<b>26,143</b>	<b>26,071</b>	<b>22,071</b>	<b>0</b>	<b>5,817,240</b>
1065	4410	McLeod Rd TS Improvements	4,136,212	1,933,333	6,929,982	13,095,001	25,051	24,983	24,983	0	26,169,545
		<b>Org Subtotal</b>	<b>4,136,212</b>	<b>1,933,333</b>	<b>6,929,982</b>	<b>13,095,001</b>	<b>25,051</b>	<b>24,983</b>	<b>24,983</b>	<b>0</b>	<b>26,169,545</b>
1069	4410	Ldfill-Admin Bldg	1,510,184	106,000	50,000	150,000	100,182	99,909	99,909	0	2,116,184
		<b>Org Subtotal</b>	<b>1,510,184</b>	<b>106,000</b>	<b>50,000</b>	<b>150,000</b>	<b>100,182</b>	<b>99,909</b>	<b>99,909</b>	<b>0</b>	<b>2,116,184</b>
1081	4410	Cell AK Long-Term Care	15,820	91,000	150,000	150,000	150,000	0	0	0	556,820
		<b>Org Subtotal</b>	<b>15,820</b>	<b>91,000</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>556,820</b>
1083	4410	NW Transfer Station	2,536,456	0	0	0	0	0	0	80,220	2,616,676
		<b>Org Subtotal</b>	<b>2,536,456</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>80,220</b>	<b>2,616,676</b>
1086	4410	Cell 7B/8 Closure & LT Care	22,915,796	319,164	305,000	305,000	305,836	305,000	305,000	1,525,000	26,285,796
		<b>Org Subtotal</b>	<b>22,915,796</b>	<b>319,164</b>	<b>305,000</b>	<b>305,000</b>	<b>305,836</b>	<b>305,000</b>	<b>305,000</b>	<b>1,525,000</b>	<b>26,285,796</b>
1099	4410	Closure & LT Care Class III #1	15,785,270	195,014	180,000	180,000	180,493	180,000	180,000	900,493	17,781,270
		<b>Org Subtotal</b>	<b>15,785,270</b>	<b>195,014</b>	<b>180,000</b>	<b>180,000</b>	<b>180,493</b>	<b>180,000</b>	<b>180,000</b>	<b>900,493</b>	<b>17,781,270</b>



**ADOPTED CIP - BY DEPARTMENT / DIVISION  
FY 2017/18 - FY 2021/22 BUDGET**

Orange County

Utilities

13 - 17

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>APPROVED BUDGET FY 16-17</i>	<i>ADOPTED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FY 20-21</i>	<i>PROPOSED BUDGET FY 21-22</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
1103	4410	Landfill Cell 10	30,879,868	4,123	0	0	0	0	0	0	30,883,991
		<b>Org Subtotal</b>	<b>30,879,868</b>	<b>4,123</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,883,991</b>
1106	4410	Class 3 Waste Disposal Cell 2	3,905,830	267,571	609,899	257,647	258,353	257,647	257,647	100,235	5,914,829
		<b>Org Subtotal</b>	<b>3,905,830</b>	<b>267,571</b>	<b>609,899</b>	<b>257,647</b>	<b>258,353</b>	<b>257,647</b>	<b>257,647</b>	<b>100,235</b>	<b>5,914,829</b>
1107	4410	Landfill Cell 11	375,336	2,453,425	2,494,575	840,000	140,000	5,110,000	5,110,000	24,640,000	41,163,336
		<b>Org Subtotal</b>	<b>375,336</b>	<b>2,453,425</b>	<b>2,494,575</b>	<b>840,000</b>	<b>140,000</b>	<b>5,110,000</b>	<b>5,110,000</b>	<b>24,640,000</b>	<b>41,163,336</b>
1109	4410	Closure & LT Care Landfill Cells 9-12	14,710,307	2,335,000	790,000	1,117,203	5,487,272	3,919,333	876,849	269,753	29,505,717
		<b>Org Subtotal</b>	<b>14,710,307</b>	<b>2,335,000</b>	<b>790,000</b>	<b>1,117,203</b>	<b>5,487,272</b>	<b>3,919,333</b>	<b>876,849</b>	<b>269,753</b>	<b>29,505,717</b>
		<b>DIVISION SUBTOTAL</b>	<b>97,893,319</b>	<b>8,074,630</b>	<b>12,978,900</b>	<b>18,876,121</b>	<b>6,673,330</b>	<b>9,922,943</b>	<b>6,876,459</b>	<b>27,515,701</b>	<b>188,811,403</b>
Water											
1448	4420	Wtr Dist Mods CW	16,144,625	566,317	1,038,333	0	0	0	0	0	17,749,275
		<b>Org Subtotal</b>	<b>16,144,625</b>	<b>566,317</b>	<b>1,038,333</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17,749,275</b>
1450	4420	Eastern Water Trans Imp	20,019,782	3,736,405	1,870,377	3,589,041	0	0	0	1,899,925	31,115,530
		<b>Org Subtotal</b>	<b>20,019,782</b>	<b>3,736,405</b>	<b>1,870,377</b>	<b>3,589,041</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,899,925</b>	<b>31,115,530</b>
1453	4420	Transp Reloc Wtr CW	24,744,451	100,000	0	0	0	0	0	0	24,844,451
		<b>Org Subtotal</b>	<b>24,744,451</b>	<b>100,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24,844,451</b>
1463	4420	Western Water Trans Imp	7,993,873	0	0	0	0	0	12,026	267,974	8,273,873
		<b>Org Subtotal</b>	<b>7,993,873</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,026</b>	<b>267,974</b>	<b>8,273,873</b>
1474	4420	New Meter Installation	22,516,360	2,187,812	2,187,812	2,187,812	2,193,806	2,187,812	2,187,812	6,485,514	42,134,740
		<b>Org Subtotal</b>	<b>22,516,360</b>	<b>2,187,812</b>	<b>2,187,812</b>	<b>2,187,812</b>	<b>2,193,806</b>	<b>2,187,812</b>	<b>2,187,812</b>	<b>6,485,514</b>	<b>42,134,740</b>

**ADOPTED CIP - BY DEPARTMENT / DIVISION  
FY 2017/18 - FY 2021/22 BUDGET**

Orange County

Utilities

13 - 18

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>APPROVED BUDGET FY 16-17</i>	<i>ADOPTED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FY 20-21</i>	<i>PROPOSED BUDGET FY 21-22</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
1482	4420	Transportation Related Water	26,488,553	4,251,325	1,329,885	2,291,760	3,724,504	2,277,629	557,358	913,349	41,834,363
		<b>Org Subtotal</b>	<b>26,488,553</b>	<b>4,251,325</b>	<b>1,329,885</b>	<b>2,291,760</b>	<b>3,724,504</b>	<b>2,277,629</b>	<b>557,358</b>	<b>913,349</b>	<b>41,834,363</b>
1498	4420	Southern Reg Wellfield & Wtr Pl	62,982,570	4,530,153	2,827,014	976,389	2,931,111	6,387,500	3,342,500	0	83,977,237
		<b>Org Subtotal</b>	<b>62,982,570</b>	<b>4,530,153</b>	<b>2,827,014</b>	<b>976,389</b>	<b>2,931,111</b>	<b>6,387,500</b>	<b>3,342,500</b>	<b>0</b>	<b>83,977,237</b>
1506	4420	Horizons West Transmission Sys	15,879,309	1,706,982	5,065,913	1,378,944	3,138,455	2,838,116	2,826,219	0	32,833,938
		<b>Org Subtotal</b>	<b>15,879,309</b>	<b>1,706,982</b>	<b>5,065,913</b>	<b>1,378,944</b>	<b>3,138,455</b>	<b>2,838,116</b>	<b>2,826,219</b>	<b>0</b>	<b>32,833,938</b>
1508	4420	South Water Transmission Imp	24,469,448	1,745,899	5,080,528	5,283,600	4,598,612	4,586,048	4,573,483	0	50,337,618
	5847	South Water Transmission Imp	8,577,041	1,291,971	0	0	0	0	0	0	9,869,012
		<b>Org Subtotal</b>	<b>33,046,489</b>	<b>3,037,870</b>	<b>5,080,528</b>	<b>5,283,600</b>	<b>4,598,612</b>	<b>4,586,048</b>	<b>4,573,483</b>	<b>0</b>	<b>60,206,630</b>
1532	4420	W Reg Water Treat Fac Ph III	14,405,064	2,580,494	6,260,159	1,850,026	1,826,389	0	0	0	26,922,132
	5846	W Reg Water Treat Fac Ph III	3,700,681	67,720	0	0	0	0	0	0	3,768,401
		<b>Org Subtotal</b>	<b>18,105,745</b>	<b>2,648,214</b>	<b>6,260,159</b>	<b>1,850,026</b>	<b>1,826,389</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,690,533</b>
1533	4420	Water Renewal & Replacements	1,994,133	2,607,730	1,390,411	200,549	201,099	200,549	200,549	394,505	7,189,525
		<b>Org Subtotal</b>	<b>1,994,133</b>	<b>2,607,730</b>	<b>1,390,411</b>	<b>200,549</b>	<b>201,099</b>	<b>200,549</b>	<b>200,549</b>	<b>394,505</b>	<b>7,189,525</b>
1540	4420	Park Manor Water Systems Imp	3,664,689	3,050	0	0	0	0	0	0	3,667,739
		<b>Org Subtotal</b>	<b>3,664,689</b>	<b>3,050</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,667,739</b>
1543	4420	Utilities Administration Building Improv	0	0	800,000	0	0	300,000	0	0	1,100,000
		<b>Org Subtotal</b>	<b>0</b>	<b>0</b>	<b>800,000</b>	<b>0</b>	<b>0</b>	<b>300,000</b>	<b>0</b>	<b>0</b>	<b>1,100,000</b>
1544	4420	Water SCADA & Security Imp	5,066,936	58,400	58,400	58,400	58,560	58,400	31,040	0	5,390,136
		<b>Org Subtotal</b>	<b>5,066,936</b>	<b>58,400</b>	<b>58,400</b>	<b>58,400</b>	<b>58,560</b>	<b>58,400</b>	<b>31,040</b>	<b>0</b>	<b>5,390,136</b>



**ADOPTED CIP - BY DEPARTMENT / DIVISION  
FY 2017/18 - FY 2021/22 BUDGET**

Orange County

Utilities

13 - 19

<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>APPROVED BUDGET FY 16-17</i>	<i>ADOPTED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FY 20-21</i>	<i>PROPOSED BUDGET FY 21-22</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
1550	4420	Alternate Regional Water Supply	5,085,486	629,499	4,126,642	4,152,749	4,140,091	2,463,927	4,000,000	243,900,000	268,498,394
		<b>Org Subtotal</b>	<b>5,085,486</b>	<b>629,499</b>	<b>4,126,642</b>	<b>4,152,749</b>	<b>4,140,091</b>	<b>2,463,927</b>	<b>4,000,000</b>	<b>243,900,000</b>	<b>268,498,394</b>
1553	4420	Water Distribution Mods 2	5,948,222	4,088,044	2,378,111	2,885,764	1,058,611	0	0	0	16,358,752
		<b>Org Subtotal</b>	<b>5,948,222</b>	<b>4,088,044</b>	<b>2,378,111</b>	<b>2,885,764</b>	<b>1,058,611</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16,358,752</b>
1554	4420	Eastern Regional Wsf Phase 3	21,700,167	1,950,838	2,515,353	3,495,882	3,380,118	3,370,882	3,287,765	0	39,701,005
		<b>Org Subtotal</b>	<b>21,700,167</b>	<b>1,950,838</b>	<b>2,515,353</b>	<b>3,495,882</b>	<b>3,380,118</b>	<b>3,370,882</b>	<b>3,287,765</b>	<b>0</b>	<b>39,701,005</b>
1557	4420	Southwest Water Supply Facility	3,780,811	3,859,879	4,010,989	4,010,989	4,021,978	4,010,989	3,934,066	0	27,629,701
		<b>Org Subtotal</b>	<b>3,780,811</b>	<b>3,859,879</b>	<b>4,010,989</b>	<b>4,010,989</b>	<b>4,021,978</b>	<b>4,010,989</b>	<b>3,934,066</b>	<b>0</b>	<b>27,629,701</b>
1558	4420	Eastern Operations Building	291,746	105,750	1,546,917	1,077,333	4,839,790	5,537,691	5,522,519	0	18,921,746
		<b>Org Subtotal</b>	<b>291,746</b>	<b>105,750</b>	<b>1,546,917</b>	<b>1,077,333</b>	<b>4,839,790</b>	<b>5,537,691</b>	<b>5,522,519</b>	<b>0</b>	<b>18,921,746</b>
1576	4420	Cross Connection Control Backflow D	0	0	1,500,000	2,404,417	2,404,417	2,400,000	1,500,000	0	10,208,834
		<b>Org Subtotal</b>	<b>0</b>	<b>0</b>	<b>1,500,000</b>	<b>2,404,417</b>	<b>2,404,417</b>	<b>2,400,000</b>	<b>1,500,000</b>	<b>0</b>	<b>10,208,834</b>
		<b>DIVISION SUBTOTAL</b>	<b>295,453,950</b>	<b>36,068,268</b>	<b>43,986,844</b>	<b>35,843,655</b>	<b>38,517,541</b>	<b>36,619,543</b>	<b>31,975,337</b>	<b>253,861,267</b>	<b>772,326,405</b>
<b>Water Reclamation</b>											
1411	4420	South Svc Area Effluent Reuse	46,862,982	1,292,932	5,012,332	5,289,062	977,500	0	50,000	1,405,250	60,890,058
	5844	South Svc Area Effluent Reuse	2,235,319	2,254,211	0	0	0	0	0	0	4,489,530
	8199	South Svc Area Effluent Reuse	2,570,458	97,533	0	0	0	0	0	0	2,667,991
		<b>Org Subtotal</b>	<b>51,668,759</b>	<b>3,644,676</b>	<b>5,012,332</b>	<b>5,289,062</b>	<b>977,500</b>	<b>0</b>	<b>50,000</b>	<b>1,405,250</b>	<b>68,047,579</b>
1416	4420	Pump Station Monitors CW	6,246,011	5,592,577	3,108,515	6,529,775	3,746,373	2,839,917	1,279,376	30,492	29,373,036
		<b>Org Subtotal</b>	<b>6,246,011</b>	<b>5,592,577</b>	<b>3,108,515</b>	<b>6,529,775</b>	<b>3,746,373</b>	<b>2,839,917</b>	<b>1,279,376</b>	<b>30,492</b>	<b>29,373,036</b>

*ADOPTED CIP - BY DEPARTMENT / DIVISION  
FY 2017/18 - FY 2021/22 BUDGET*

Orange County

Utilities

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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>APPROVED BUDGET FY 16-17</i>	<i>ADOPTED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FY 20-21</i>	<i>PROPOSED BUDGET FY 21-22</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
1427	4420	Collect Rehab CW	21,268,723	2,860,220	2,233,751	1,774,306	719,444	0	0	0	28,856,444
		<b>Org Subtotal</b>	<b>21,268,723</b>	<b>2,860,220</b>	<b>2,233,751</b>	<b>1,774,306</b>	<b>719,444</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28,856,444</b>
1428	4420	Pumping Rehab/Replace	30,018,129	151,000	0	0	0	0	0	0	30,169,129
	5843	Pumping Rehab/Replace	3,618,933	223,645	0	0	0	0	0	0	3,842,578
		<b>Org Subtotal</b>	<b>33,637,062</b>	<b>374,645</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34,011,707</b>
1432	4420	Transp Reloc WW CW	17,787,580	390,948	392,500	456,250	51,250	0	0	0	19,078,528
		<b>Org Subtotal</b>	<b>17,787,580</b>	<b>390,948</b>	<b>392,500</b>	<b>456,250</b>	<b>51,250</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,078,528</b>
1435	4420	NW Subreg PH III	40,654,690	3,605,816	6,369,256	3,180,707	52,361	101,389	94,167	75,000	54,133,386
	8187	NW Subreg PH III	700,000	0	0	0	0	0	0	0	700,000
		<b>Org Subtotal</b>	<b>41,354,690</b>	<b>3,605,816</b>	<b>6,369,256</b>	<b>3,180,707</b>	<b>52,361</b>	<b>101,389</b>	<b>94,167</b>	<b>75,000</b>	<b>54,833,386</b>
1445	4420	SW Orange Effluent Disposal	19,665,709	2,746,383	6,451,273	5,664,909	5,680,430	1,229,455	23,934	48,000,000	89,462,093
		<b>Org Subtotal</b>	<b>19,665,709</b>	<b>2,746,383</b>	<b>6,451,273</b>	<b>5,664,909</b>	<b>5,680,430</b>	<b>1,229,455</b>	<b>23,934</b>	<b>48,000,000</b>	<b>89,462,093</b>
1469	4420	Iron Bridge Interlocal Agreement	10,425,806	380,188	130,000	130,000	130,356	130,000	129,644	0	11,455,994
		<b>Org Subtotal</b>	<b>10,425,806</b>	<b>380,188</b>	<b>130,000</b>	<b>130,000</b>	<b>130,356</b>	<b>130,000</b>	<b>129,644</b>	<b>0</b>	<b>11,455,994</b>
1483	4420	Eastern Wastewater Reuse	32,504,458	1,801,635	4,615,132	3,756,849	5,709,579	4,760,182	3,420,784	0	56,568,619
		<b>Org Subtotal</b>	<b>32,504,458</b>	<b>1,801,635</b>	<b>4,615,132</b>	<b>3,756,849</b>	<b>5,709,579</b>	<b>4,760,182</b>	<b>3,420,784</b>	<b>0</b>	<b>56,568,619</b>
1496	4420	Northwest Svc Area Reuse	24,625,119	41,000	0	0	0	0	0	0	24,666,119
		<b>Org Subtotal</b>	<b>24,625,119</b>	<b>41,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24,666,119</b>
1500	4420	Collections Rehab	8,724,173	2,721,973	11,851,028	7,063,614	3,667,013	109,409	0	30,433,333	64,570,543
		<b>Org Subtotal</b>	<b>8,724,173</b>	<b>2,721,973</b>	<b>11,851,028</b>	<b>7,063,614</b>	<b>3,667,013</b>	<b>109,409</b>	<b>0</b>	<b>30,433,333</b>	<b>64,570,543</b>

**ADOPTED CIP - BY DEPARTMENT / DIVISION  
FY 2017/18 - FY 2021/22 BUDGET**

Orange County

Utilities

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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>APPROVED BUDGET FY 16-17</i>	<i>ADOPTED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FY 20-21</i>	<i>PROPOSED BUDGET FY 21-22</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
1502											
	4420	Pumping Rehab II	38,291,051	967,330	1,639,836	734,658	569,467	603,091	367,535	721,250	43,894,218
	5843	Pumping Rehab II	2,499,945	31,057	0	0	0	0	0	0	2,531,002
		<b>Org Subtotal</b>	<b>40,790,996</b>	<b>998,387</b>	<b>1,639,836</b>	<b>734,658</b>	<b>569,467</b>	<b>603,091</b>	<b>367,535</b>	<b>721,250</b>	<b>46,425,220</b>
1503											
	4420	Pumping Rehab III	13,719,091	6,042,611	10,788,710	2,765,755	5,357,675	4,353,502	2,797,252	2,232,361	48,056,957
		<b>Org Subtotal</b>	<b>13,719,091</b>	<b>6,042,611</b>	<b>10,788,710</b>	<b>2,765,755</b>	<b>5,357,675</b>	<b>4,353,502</b>	<b>2,797,252</b>	<b>2,232,361</b>	<b>48,056,957</b>
1504											
	4420	Trans Related Wastewater	21,912,907	5,691,287	3,440,460	2,165,051	1,988,657	464,078	73,468	2,350,444	38,086,352
		<b>Org Subtotal</b>	<b>21,912,907</b>	<b>5,691,287</b>	<b>3,440,460</b>	<b>2,165,051</b>	<b>1,988,657</b>	<b>464,078</b>	<b>73,468</b>	<b>2,350,444</b>	<b>38,086,352</b>
1505											
	4420	Septic Tank Retrofit	14,799,413	1,299,855	1,261,772	518,228	0	0	0	0	17,879,268
	8153	Septic Tank Retrofit	57,225	292,777	0	0	0	0	0	0	350,002
		<b>Org Subtotal</b>	<b>14,856,638</b>	<b>1,592,632</b>	<b>1,261,772</b>	<b>518,228</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18,229,270</b>
1507											
	4420	Horizons West Wastewater Sys	9,432,879	3,673,680	5,586,038	9,364,157	25,857,697	26,944,597	28,821,765	2,812,500	112,493,313
		<b>Org Subtotal</b>	<b>9,432,879</b>	<b>3,673,680</b>	<b>5,586,038</b>	<b>9,364,157</b>	<b>25,857,697</b>	<b>26,944,597</b>	<b>28,821,765</b>	<b>2,812,500</b>	<b>112,493,313</b>
1509											
	4420	Southern Wastewater Collect	17,189,670	71,247	67,624	1,108,776	1,209,037	0	146,667	3,842,395	23,635,416
		<b>Org Subtotal</b>	<b>17,189,670</b>	<b>71,247</b>	<b>67,624</b>	<b>1,108,776</b>	<b>1,209,037</b>	<b>0</b>	<b>146,667</b>	<b>3,842,395</b>	<b>23,635,416</b>
1510											
	4420	Eastern Wastewater Collect	18,498,238	2,200,143	1,047,445	366,667	322,222	2,027,778	2,027,778	894,862	27,385,133
		<b>Org Subtotal</b>	<b>18,498,238</b>	<b>2,200,143</b>	<b>1,047,445</b>	<b>366,667</b>	<b>322,222</b>	<b>2,027,778</b>	<b>2,027,778</b>	<b>894,862</b>	<b>27,385,133</b>
1511											
	4420	Northwest Wastewater Collect	4,907,180	1,883,712	0	0	0	0	43,615	1,168,385	8,002,892
		<b>Org Subtotal</b>	<b>4,907,180</b>	<b>1,883,712</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>43,615</b>	<b>1,168,385</b>	<b>8,002,892</b>
1536											
	4420	Capital Reuse Meter Install	3,853,418	687,001	588,599	588,599	590,211	588,599	587,000	24,993	7,508,420
		<b>Org Subtotal</b>	<b>3,853,418</b>	<b>687,001</b>	<b>588,599</b>	<b>588,599</b>	<b>590,211</b>	<b>588,599</b>	<b>587,000</b>	<b>24,993</b>	<b>7,508,420</b>

**ADOPTED CIP - BY DEPARTMENT / DIVISION  
FY 2017/18 - FY 2021/22 BUDGET**

Orange County

Utilities

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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>APPROVED BUDGET FY 16-17</i>	<i>ADOPTED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FY 20-21</i>	<i>PROPOSED BUDGET FY 21-22</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
1538											
	4420	Eastern Wtr Reclamation Exp	51,419,359	3,637,884	2,482,799	6,830,023	2,507,332	1,602,940	1,602,940	58,842,923	128,926,200
	5848	Eastern Wtr Reclamation Exp	35,452,644	29,226,307	0	0	0	0	0	0	64,678,951
		<b>Org Subtotal</b>	<b>86,872,003</b>	<b>32,864,191</b>	<b>2,482,799</b>	<b>6,830,023</b>	<b>2,507,332</b>	<b>1,602,940</b>	<b>1,602,940</b>	<b>58,842,923</b>	<b>193,605,151</b>
1539											
	4420	Force Main Rehab	11,840,535	2,931,521	11,609,506	11,383,067	7,015,974	6,996,805	6,996,805	1,993,610	60,767,823
	8199	Force Main Rehab	3,744,830	269,308	0	0	0	0	0	0	4,014,138
		<b>Org Subtotal</b>	<b>15,585,365</b>	<b>3,200,829</b>	<b>11,609,506</b>	<b>11,383,067</b>	<b>7,015,974</b>	<b>6,996,805</b>	<b>6,996,805</b>	<b>1,993,610</b>	<b>64,781,961</b>
1541											
	4420	Park Manor Wastewater Sys	3,820,560	3,050	0	0	0	0	0	0	3,823,610
		<b>Org Subtotal</b>	<b>3,820,560</b>	<b>3,050</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,823,610</b>
1542											
	4420	Southwest Svc Area Reuse	4,853,572	1,587,078	1,113,754	806,137	367,868	51,771	0	0	8,780,180
		<b>Org Subtotal</b>	<b>4,853,572</b>	<b>1,587,078</b>	<b>1,113,754</b>	<b>806,137</b>	<b>367,868</b>	<b>51,771</b>	<b>0</b>	<b>0</b>	<b>8,780,180</b>
1555											
	4420	South WRF Ph V	28,260,621	39,055,366	34,028,755	16,773,041	16,682,861	8,042,715	3,352,143	40,240,000	186,435,502
		<b>Org Subtotal</b>	<b>28,260,621</b>	<b>39,055,366</b>	<b>34,028,755</b>	<b>16,773,041</b>	<b>16,682,861</b>	<b>8,042,715</b>	<b>3,352,143</b>	<b>40,240,000</b>	<b>186,435,502</b>
1559											
	4420	Pumping Rehab IV	1,691,947	2,782,397	8,094,846	13,007,409	9,111,098	13,855,697	10,932,214	19,355,375	78,830,983
		<b>Org Subtotal</b>	<b>1,691,947</b>	<b>2,782,397</b>	<b>8,094,846</b>	<b>13,007,409</b>	<b>9,111,098</b>	<b>13,855,697</b>	<b>10,932,214</b>	<b>19,355,375</b>	<b>78,830,983</b>
1571											
	4420	Gravity Main Improvements	0	1,787,752	0	0	0	0	0	0	1,787,752
		<b>Org Subtotal</b>	<b>0</b>	<b>1,787,752</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,787,752</b>
1572											
	4420	Pump Station Improvements	62,740	1,025,000	1,875,694	1,875,694	1,880,833	1,875,694	1,742,083	0	10,337,738
		<b>Org Subtotal</b>	<b>62,740</b>	<b>1,025,000</b>	<b>1,875,694</b>	<b>1,875,694</b>	<b>1,880,833</b>	<b>1,875,694</b>	<b>1,742,083</b>	<b>0</b>	<b>10,337,738</b>
1573											
	4420	Reclaimed Main Improvements	4,310	825,000	608,333	608,333	610,000	608,333	565,000	0	3,829,309
		<b>Org Subtotal</b>	<b>4,310</b>	<b>825,000</b>	<b>608,333</b>	<b>608,333</b>	<b>610,000</b>	<b>608,333</b>	<b>565,000</b>	<b>0</b>	<b>3,829,309</b>

*ADOPTED CIP - BY DEPARTMENT / DIVISION  
FY 2017/18 - FY 2021/22 BUDGET*

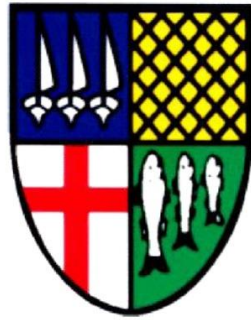
Orange County

Utilities

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<i>ORG</i>	<i>FUND</i>	<i>PROJECT NAME</i>	<i>PRIOR EXPENDITURES</i>	<i>APPROVED BUDGET FY 16-17</i>	<i>ADOPTED BUDGET FY 17-18</i>	<i>PROPOSED BUDGET FY 18-19</i>	<i>PROPOSED BUDGET FY 19-20</i>	<i>PROPOSED BUDGET FY 20-21</i>	<i>PROPOSED BUDGET FY 21-22</i>	<i>PROPOSED BUDGET FUTURE</i>	<i>TOTAL PROJECT COST</i>
1574											
	4420	Force Main Improvements	0	750,000	1,345,972	1,345,972	1,349,660	1,345,972	1,262,424	0	7,400,000
		<b>Org Subtotal</b>	<b>0</b>	<b>750,000</b>	<b>1,345,972</b>	<b>1,345,972</b>	<b>1,349,660</b>	<b>1,345,972</b>	<b>1,262,424</b>	<b>0</b>	<b>7,400,000</b>
1575											
	4420	Water Main Improvements	0	208,333	608,333	608,333	610,000	608,333	565,000	0	3,208,332
		<b>Org Subtotal</b>	<b>0</b>	<b>208,333</b>	<b>608,333</b>	<b>608,333</b>	<b>610,000</b>	<b>608,333</b>	<b>565,000</b>	<b>0</b>	<b>3,208,332</b>
		<b>DIVISION SUBTOTAL</b>	<b>554,220,227</b>	<b>131,089,757</b>	<b>126,352,263</b>	<b>104,695,372</b>	<b>96,764,898</b>	<b>79,140,257</b>	<b>66,881,594</b>	<b>214,423,173</b>	<b>1,373,567,541</b>
		<b>DEPARTMENT TOTAL</b>	<b>1,061,930,223</b>	<b>183,162,595</b>	<b>189,723,313</b>	<b>164,110,030</b>	<b>148,212,576</b>	<b>129,693,232</b>	<b>109,174,449</b>	<b>496,102,034</b>	<b>2,482,108,452</b>
		<b>GRAND TOTAL</b>	<b>1,061,930,223</b>	<b>183,162,595</b>	<b>189,723,313</b>	<b>164,110,030</b>	<b>148,212,576</b>	<b>129,693,232</b>	<b>109,174,449</b>	<b>496,102,034</b>	<b>2,482,108,452</b>

Town of Windermere  
Water Supply Facilities Work Plan



First Reading: September 11, 2018

Adoption: October 9, 2018

Ordinance 2018-01

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## **INTRODUCTION**

Established in 1889, the Town of Windermere is located in Orange County, approximately 10 miles southwest of Orlando. The Town of Windermere is primarily a residential community with no large commercial or industrial businesses within its boundary.

Although Windermere is located in the northern extent of the South Florida Water Management District (SFWMD), the Town's primary public water supplier, Orange County Utilities (OCU), serves an area that lies within both the SFWMD and the St. Johns River Water Management District (SJRWMD).

The Town of Windermere has not adopted a Chapter 180 Utility Service Area, nor does it intend to adopt a Utility Service Area within the ten-year study period.

At the time of this report, the Town of Windermere consisted of approximately 1,000 residential properties, primarily single-family homes, and approximately 30 non-residential properties, primarily small retail, office and professional businesses. There are no industrial or heavy commercial land uses within the Town's boundary, and none are anticipated within the ten-year planning period of this report.

## **EXISTING WATER AND REUSE WATER FACILITIES**

The Town of Windermere does not own or operate a public water system, nor does it own or operate a water distribution system. The Town has no plans within the next ten years to own or maintain a public water system or water distribution system.

The Town of Windermere does not own or operate a wastewater treatment system, nor does it own or operate a wastewater collection system. The Town has no plans within the next ten years to own or maintain a wastewater treatment system or wastewater collection system. At the time of this report, the Town has no readily available source of reuse water for irrigation of residential or commercial properties.

Windermere is not bordered by any undeveloped parcels of significant size, and thus the potential for additional residential or non-residential growth during the 10-year planning period is quite limited. The Town may expand its limits via annexation of already-developed areas, but the Town's past practice has been to consider annexation of only those areas that voluntarily approach the Town to request annexation, and not to actively seek out annexations, nor to pursue involuntary annexations.

Potable water service to those already-developed areas that may seek annexation during the 10-year planning period is provided either through self-service via individual wells, or through connections to the OCU water distribution system. Annexation into the Town of Windermere would not increase the demand for potable water in those annexed areas.

Potable water is supplied to certain areas within the Town limits of Windermere by Orange County Utilities (OCU), a department of the Orange County government. This potable water service is provided to the Town by OCU under the terms of the Orange County/Town of Windermere Interlocal Water Service Agreement executed by the parties in January 1990.

This Agreement does not specify any minimum or maximum amounts of water to be provided by OCU to the Town. The Agreement specific an initial 30-year term (through 2020) and required that amendments or waivers to the terms of the Agreement are to be made the parties in writing. A copy of the Agreement is attached as Exhibit A.

Of the approximately 1,000 residential properties in Windermere at the time of this report (including those within new subdivisions), approximately 508 residential accounts are connected to the OCU water



distribution system, with the balance being supplied by individual wells. There are approximately 30 non-residential properties in Windermere, and of these, 22 non-residential accounts are connected to the OCU system and the balance are supplied by individual wells.

At the time of this report, there were approximately 530 residential and non-residential accounts in Windermere connected to the OCU water system.

The potable water supplied by OCU is delivered through a water distribution system owned and maintained by OCU. The Town has no current or anticipated ownership or maintenance interests in any part of the OCU water distribution system. The Town has no plans to construct any capital water projects within the Town in the next 10 years.

Over the next ten years, the Town intends to continue its current relationship with OCU as the water supplier in Windermere. The Town will pursue renewal of the Agreement with OCU in 2020.

### **POTABLE WATER LEVEL OF SERVICE**

Windermere's potable water level of service is established by Policy 1.4 of their Comprehensive Plan's Capital Improvement element which states:

*"The Town Level of Service Standard as established by Orange County is 350 gallons per day per equivalent residential units."*

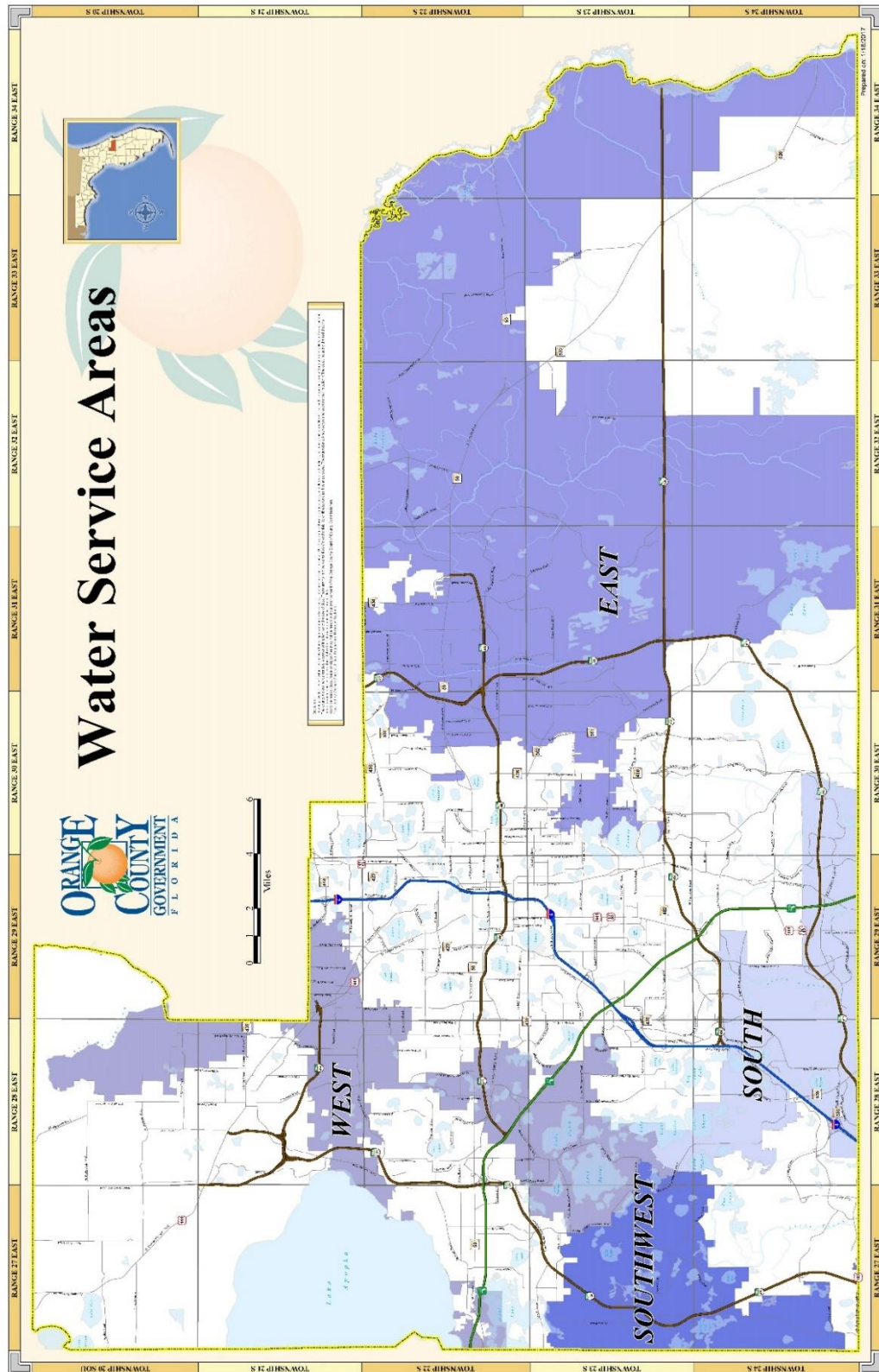
### **REUSE WATER SERVICE**

Orange County Utilities operates three regional water reclamation facilities (WRF's) located throughout Orange County and provides reclaimed water to many different areas of the county, but as of the date of this report, no reclaimed water service is provided to any residential or non-residential properties within Windermere.

### **EXISTING WATER UTILITY SERVICE AREA**

Because the Town neither produces nor distributes either potable or reuse water, the Town does not maintain any service area or distribution system maps. Maps of the OCU potable and reuse water service area within which Windermere lies, as well as maps of the OCU potable and reuse water distribution system segments within the Town limits of Windermere are maintained by OCU. The Town of Windermere lies within OCU's West Water Service Area (*Source: OCU Utilities Engineering Division*) as depicted on the following map which shows the general location of OCU's four water service areas.

Figure 1. Water Service Areas (2017)



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## **WATER SUPPLY FACILITIES**

As noted previously, the Town of Windermere neither owns nor maintains any potable or reuse water facilities. All such facilities used by residents and businesses in Windermere are owned and maintained by Orange County Utilities.

Information on the water facilities used by Orange County Utilities to supply potable water to the Town of Windermere, was excerpted from two publications:

1. SOUTH FLORIDA WATER MANAGEMENT DISTRICT UPPER KISSIMMEE BASIN/CENTRAL FLORIDA WATER INITIATIVE (CFWI) WATER SUPPLY PLAN 2015 UPDATE

### **Orange County Potable Water Providers**

In 2015, there were a total of 19 active public or private entities in Orange County (countywide) providing domestic water treatment services exceeding 0.10 MGD. Among these service providers, four are located within the SFWMD portion of the county. These providers include Orange County Utilities (OCU), the Orlando Utilities Commission, the Reedy Creek Improvement District, and the Taft Water Association.

### **Demand Projections**

OCU is the largest potable water provider in Orange County, projected to supply 574,038 residents in 2015 based on the BEBR medium scenario cited in the CFWI Water Supply Plan. Total water demand for OCU for 2015 was projected to be 78.07 MGD and the total water demand for the SFWMD facilities (Reedy Creek Improvement District and Taft Water Association) was projected to be 18.49 in 2015. This demand was projected to increase to 101.93 MGD and 23.89 MGD respectively by the year 2030.

### **Future Facilities**

The CFWI Water Supply Plan cites no specific water supply development projects within the SFWMD portion of Orange County during the planning horizon. OCU will continue to coordinate with other service providers as part of the Water Cooperative of Central Florida (WCCF) on projects such as the Cypress Lake Wellfield, a nontraditional wellfield, to enhance regional supply. Conservation strategies and other alternative supply options for Orange County, such a reclaimed water and ASR, will continue to be pursued.<sup>1</sup>

2. ORANGE COUNTY UTILITIES WATER SUPPLY FACILITIES WORK PLAN 2017 AMENDMENT

The Orange County Utilities Department (OCU) is the largest potable water provider in unincorporated Orange County. The Water Division provides drinking water supply for much of unincorporated Orange County, as well as for the Town of Windermere and portions of several other municipalities in Orange County, through operation and maintenance of water treatment systems, transmission systems, and distribution systems.

OCU currently owns and operates 11 water treatment facilities, four of which are located in the SJRWMD and 7 in the SFWMD. Potable water is currently supplied to these treatment facilities

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<sup>1</sup> Source: SFWMD, Upper Kissimmee Basin/Central Florida Water Initiative (CFWI) Water Supply Plan 2015 Update, Volume 1A (Table A-1) and Volume 2A.

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by 49 active wells completed in both the upper and lower production zones of the Floridan aquifer. OCU's responsibility is divided across four potable water service areas [see Figure 1].

The total average potable water produced by OCU in 2015 was approximately 58.4 million gallons per day (MGD) across over 141,000 accounts, serving the needs of nearly 575,000 residents plus a significant number of commercial businesses such as hotels.

...

### **Permits**

OCU currently holds one primary SJRWMD consumptive use permit (CUP) and three SFWMD water use permits (WUP's) for potable water supply:

- SJRWMD CUP #3317: Covers the East and West Service Areas and a portion of the Southwest Service Area (Malcolm Road WSF), 55.7 MGD annual average allocation, expires December 13, 2026.
- SFWMD WUP #48-00134-W: South Service Area and a portion of Southwest Service Area (CR 535 [Horizon West] WSF), 32.4 MGD annual average allocation, 55.8 MGD maximum month allocation, expires June 14, 2027.
- SFWMD WUP #48-00059-W: Hidden Springs WSF Service Area (a sub-area of the West Service Area), 3.0 MGD annual average allocation, 7.1 MGD maximum day allocation, expires November 14, 2022.
- SFWMD WUP #49-02051-W (STOPR Joint Permit): Cypress Lake WSF, 11.25 MGD annual average and maximum month allocation, expires October 3, 2041.<sup>2</sup>

OCU supplies the Town of Windermere from groundwater withdrawn from the Western Regional, Oak Meadows, and Hidden Springs water supply facilities wellfields, which are within the Lower production zone of the Florida aquifer. These water supply facilities are permitted under SJRWMD CUP #3317 and SFWMD WUP #48-00059-W.

The total annual average allocation permitted for OCU is 102.4 MGD.<sup>3</sup> Of this, the Town of Windermere is allocated 0.38% or 0.39 MGD.<sup>4</sup>

## **PROJECTED CAPACITY**

Orange County Utilities provides water service to more than 140,000 customer connections, or a population of approximately 575,000 persons. The average annual daily flow (AADF) of water demand generated by these customers in 2015 was approximately 78.1 million gallons per day (MGD). The water supply system presently has a total treatment capacity of 82.6 MGD, AADF. Expansion to this system will result in the treatment capacity of approximately 125.0 MGD, AADF by the year 2030. In 2015, the wellfield capacity was 110.8 MGD, AADF. Expansions to this system through additional wellfield

<sup>2</sup> Source: Orange County document entitled Water Supply Facilities Work Plan Amendment #2017-1-B-WSFWP-1, Comprehensive Policy Plan Adoption, May 9, 2017 Prepared by Orange County Community, Environmental and Development Services, Planning Division, Comprehensive Planning Section. (Hereafter, OCU WSFWP)

<sup>3</sup> OCU WSFWP, Table 2 and Table 5 (MGD, AADF)

<sup>4</sup> Email from OCU received by Wade Trim Inc., January 2018

projects and surface water projects will expand the total source capacity to 137.8 MGD, AADF by 2030, when the population in the water supply service area is projected to around 749,498 persons.<sup>5</sup>

### **PROJECTED DEMAND**

Of OCU's 140,000 customer connections, approximately 530 are currently located within the Town of Windermere. These 530 connections represent 0.38% of the total OCU customer base.

In 2017, Windermere's annual average daily demand on the OCU water system was about 0.17 MGD (Table 1). This represents roughly 0.21% of the projected OCU system demand of 81.8 MGD as interpolated for the year 2017 from Table 2 (assuming an annual increase of 1.86 MGD between the years 2015 and 2020).

In 2017, the average annual demand per connection in Windermere, based on Orange County Utilities Department billing records, was approximately 116,898 gallons per year, for an annual daily demand of approximately 320 gallons per day per connection.

From October 2014 through December 2017, a total of 31 new homes were built in Windermere, an average rate of 7.8 new homes per year for the past four years. The Town does not anticipate that this rate will change by a significant amount during the ten-year study period.

At this average annual growth rate, the Town's residential housing inventory would rise by only 78 units over the next ten years. At the current annual average demand per connection, this will represent an increased demand of approximately 9,118,044 gallons per year in 2030. Added to the 2017 demand, this will equate to a total annual demand of approximately 71.1 million gallons, or an annual average daily demand of approximately 0.19 MGD.

Windermere's projected demand of 0.19 MGD in 2030 is equal to roughly 0.19% of the projected total OCU Water Service Area 2030 demand of approximately 101.9 MGD (extrapolated from Table 2). Windermere's increased demand over the ten-year study period is a de minimis increase when considered against the entire OCU service area.

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<sup>5</sup> Source: OCU WSFWP and SFWMD, Upper Kissimmee Basin/Central Florida Water Initiative (CFWI) Water Supply Plan 2015 Update, Appendix 1A, Table A-1

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**Table 1.** Town of Windermere Calendar Year 2017 Water Demand

<b>DATE</b>	<b>DEMAND (thousands of gallons)</b>
01/2017	5,445
02/2017	4,443
03/2017	5,768
04/2017	5,884
05/2017	7,051
06/2017	4,373
07/2017	4,272
08/2017	4,560
09/2017	4,179
10/2017	4,532
11/2017	5,555
12/2017	5,894
<b>ANNUAL TOTAL</b>	<b>61,956</b>
<b>Annual Average Daily Demand</b>	<b>0.17 MGD</b>

Source: Orange County Utilities Department

**Table 2.** Town of Windermere Projected Water Demand

	<b>Total Water Demand Projection (mgd, AADF)</b>			
	<b>2015 Baseline</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>
Entire OCU Potable Water Service Area	78.1	87.4	94.9	101.9
Town of Windermere	0.16	0.17	0.18	0.19

Source: Excerpt from OCU WSFWP, Table 4. Potable Water Demand Projections and SFWMD, Upper Kissimmee Basin/Central Florida Water Initiative (CFWI) Water Supply Plan 2015 Update, Appendix 1A, Table A-1; Town of Windermere total water demand projection interpolated from historic 2007 OCU account data (0.12 mgd) and projected using recent 2017 OCU account data (0.17 mgd) and residential permitting trends.

## **WATER CONSERVATION MEASURES**

To provide information on water conservation measures endorsed by the SFWMD and which can be utilized as appropriate by the Town of Windermere, the information below was excerpted from the *SFWMD Upper Kissimmee Basin/Central Florida Water Initiative (CFWI) Water Supply Plan 2015 Update*.

[Begin excerpt]

### **CONSERVATION TOOLS, RESOURCES, AND INITIATIVES**

The per capita water use rate in the CFWI Planning Area has been decreasing since 1995. This is due in large part to a blend of regulatory, voluntary, and education efforts implemented by local governments, utilities, and Districts to foster conservation and water use efficiency across all sectors of water use. The following section describes the tools, resources, and initiatives which have helped contribute to the CFWI Planning Area's declining per capita use. Further reductions in per capita water use in the CFWI Planning Area are expected contingent upon, and proportional to, the continued support and expansion of these tools, resources, and initiatives.

#### *Building Codes and Land Development Regulations*

Local governments can adopt or amend ordinances to improve water use efficiency in new construction and major renovations. These ordinances can require the use of plumbing fixtures that meet WaterStar<sup>SM</sup> or other standards that are more stringent than the Florida state building code. New or amended land development regulations can require more efficient outdoor water use. Those regulations can require water efficient landscape designs and, if irrigation is used, require irrigation systems to be designed to high efficiency standards and properly installed.

#### *Urban and Residential Outdoor Water Conservation*

Outdoor use includes the water used to establish and maintain healthy landscaping and recreational spaces such as parks, ball fields, and golf courses. In many parts of Florida, including the CFWI Planning Area, in-ground irrigation systems controlled by simple timers are common for managing the application of irrigation water. Automatic timers turn the irrigation systems on at pre-scheduled times regardless of whether the landscape actually needs water, resulting in inefficient water use. Substantial gains can be made in landscape irrigation water use efficiency by better irrigation timing management. Various, sophisticated types of irrigation controllers and timers, when installed and used properly, provide better management of irrigation which reduces unnecessary water use and improves overall outdoor water use efficiency. Mandatory measures limiting water use application times are another means of reducing outdoor water use in the CFWI Planning Area. Significant efforts also have been made to educate the public and provide plant stock through Florida-Friendly Landscaping<sup>TM</sup> (FFL).<sup>6</sup>

[End excerpt]

The water conservation methods that would be most effective for the Town of Windermere would be those concentrating on outreach and education as well as irrigation system modifications and indoor plumbing retrofits. The Town of Windermere also encourages Xeriscape and Florida-Friendly<sup>TM</sup> Landscaping (FFL) practices as described below.

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<sup>6</sup> Source: SFWMD, Upper Kissimmee Basin/Central Florida Water Initiative (CFWI) Water Supply Plan 2015 Update, Volume 1, Chapter 5: Water Conservation

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**EXISTING CONSERVATION REQUIREMENTS**

The following text is from the current Town of Windermere Code of Ordinances.

- 2.03.03 Available Density/Intensity Bonuses
4. Water Conservation.
- (a) The appropriate use of only xeric landscaping or low-water demanding plants in all required buffers or landscaped areas shall qualify for up to five points, based upon the size of the buffering relation to the property.
- (b) The use of drip irrigation, fertigation or other low-water use methods shall qualify for one point.
- (c) The appropriate reuse of treated effluent and/or grey water within a development project shall qualify for one point per acre if used for irrigation and other appropriate purposes, up to a maximum of 14 points.
- 5.03.04 Water Shortage Plan
- A. The intent of this section is to set forth a town water conservation plan consistent with the applicable rules of the South Florida Water Management District and the county so as to provide for the safe and prudent use of a limited and valuable resource. Should the water management district declare a water shortage, the specific restrictions of the district shall apply within the town.
- B. The provisions of the county code, article XVIII, sections 37-601 through 37-604, which is included as [article XIV – Water Conservation Rules] of this Land Development Code, shall apply within the town.
- C. To further the conservation of water, the principles of xeriscape landscaping as set forth in section 6.06.03(a), shall be used in all new development or for new or replaced homes in the older sections of town.
- 6.05.04 Stormwater Management Requirements
- B. Design Standards
14. Water reuse and conservation shall, to the maximum extent practicable, be achieved by incorporating the stormwater management system into irrigation systems serving the development.
- 6.06.03 Landscape Design and Materials
- A. Design Principles
- The following principles of Xeriscape landscaping shall be used for new developments or for new houses in older portions of the Town. (1) Appropriate planning and design. (2) Use of soil amendments. (3) Efficient irrigation. (4) Practical turf areas. (5) Use of drought tolerant plants. (6) Use of mulches. (7) Appropriate maintenance.
- B. Conformance to Principles.



12. Where potable water is proposed for landscape irrigation, native vegetation or drought resistant plants shall be used.

D. Use of native plants

Forty percent of the total number of individual plants selected from each of the categories of the list of approved species in subsection (e) of this section (canopy, understory, shrub, groundcover) and used to satisfy the requirements of this Land Development Code shall be selected from the list of native species in the category.

G. Irrigation

If a landscaped area contains primarily species native to the immediate region, or plants acceptable for xeric landscaping, the Town Manager or Development Review Board, as applicable, may waive or modify the requirement for installation of an irrigation system.

6.07.06 Other restrictions in any area or district.

F. Water conservation.

1. The use of the lowest quality water to include grey water (if determined to be ecologically permissible) shall be required in all new developments so as to conserve potable water supplies.
2. Emergency water or general conservation plans, as required by the South Florida Water Management District, shall be complied with and necessary enforcement regulations enacted.

The Town of Windermere will continue to work with Orange County Utilities (OCU), the South Florida Water Management District (SFWMD) and the St. Johns River Water Management District (SJRWMD) to encourage water conservation through a combined program of public education and plumbing and irrigation system retrofits and refinements.

**APPENDIX A**

Orange County / Town of Windermere Interlocal Water Service Agreement, Contract No. W-90-01

APPROVED BY THE BOARD OF COMMISSIONERS AT THEIR MEETING  
JAN 29 1990

ORANGE COUNTY/TOWN OF WINDERMERE  
INTERLOCAL WATER SERVICE AGREEMENT  
CONTRACT NO. W-90-(C)

ORANGE COUNTY/TOWN OF WINDERMERE  
INTERLOCAL WATER SERVICE AGREEMENT

CONTRACT NO. W-90 -

THIS AGREEMENT is made and entered into this 29 day of January, 1990 by and between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the TOWN OF WINDERMERE, FLORIDA, a municipality located in Orange County, Florida (hereinafter "TOWN")

R E C I T A L S

1. The TOWN is a Municipality created in 1925 under the authority granted to it by general law. The TOWN is empowered by Chapters 166 and 180, Florida Statutes, to provide water within and outside of the incorporated limits of the Town of Windermere. The TOWN has not elected to do so in the past, instead relying on private firms and/or the COUNTY for such service. The TOWN has not, however, yet conceded or relinquished its authority to serve any area. The TOWN lies entirely within Orange County.

2. The COUNTY is authorized to provide water service within and throughout Orange County, Florida, pursuant to Chapters 125 and 153, Florida Statutes, and other laws. In accordance with the above Chapters, the COUNTY is presently furnishing water to customers in Orange County, Florida. The COUNTY, in August and September of 1976, purchased from

Southern States Utilities a treatment plant and the lines, pipes, other appurtenant equipment, and any and all real property necessary to serve the area previously franchised to Southern States Utilities in the Town of Windermere. The COUNTY has existing customers in the Town and has been operating a water service system in the TOWN since it purchased the above plant.

3. The TOWN and the COUNTY both recognize the need to provide economical and efficient water service within Orange County, Florida.

4. The COUNTY is currently implementing a Water System Capital Improvements Project within the TOWN. These improvements, shown in Exhibit "A" attached, will eliminate three (3) small water plants; upgrade the existing distribution system; improve the level of service and interconnect the existing water service system within the TOWN with the COUNTY's regional water system.

5. Certain TOWN residents along Second Avenue in Windermere have requested water service from the COUNTY. A list of these residents is shown in Exhibit "B" attached. These residents have agreed to contribute a total of Ninety-Six Thousand Dollars (\$96,000.00) to be used for payment for the additional costs required to connect their residences to the COUNTY system. Exhibit "C" attached, shows the Second Avenue water main intended to service these residents.

6. Certain existing residents of the TOWN along the path and adjacent to the existing and proposed COUNTY water mains have requested water service from the COUNTY. It is anticipated that other TOWN residents may also request water service from the COUNTY in the future.

IN CONSIDERATION of the foregoing Recitals, and the mutual covenants and conditions contained herein, the Parties agree as follows:

Section 1. RECITALS. The above Recitals are true and correct and are incorporated in this Agreement by reference.

Section 2. DEFINITIONS. The COUNTY and the TOWN agree that in preparing this Agreement the following words, phrases and terms shall have the following meanings unless the context indicates otherwise:

2.1 "Agreement" means this Orange County/Town of Windermere Interlocal Water Service Agreement and future modifications.

2.2 "Customers" means and is confined to water customers of the COUNTY and shall include all such customers whether presently or hereafter connected.

2.3 "Water Facilities" means wells, treatment facilities of any kind, pumps, aerators, chemical feed equipment, instrumentation, telemetering equipment, motors, engines, tanks, buildings, and all associated piping, lines, conduit, valves, headers, and other

appurtenances required to pump and treat water and the pipes, lines and conduits, required to connect such Water Facilities to the water transmission lines.

Section 3. Provisions of Water Service. The COUNTY will provide water service to potential customers in the TOWN in the following manner:

3.1 Potential Customers Along Second Avenue. A list of these customers appears in Exhibit "B" attached. The COUNTY will immediately proceed with the design and construction of water distribution facilities shown in Exhibit "C" to serve these customers after the execution of this Agreement. These customers shall pay a lump sum cash amount of \$96,000.00 to the COUNTY within ten (10) days following the execution of this Agreement for capital charges related to the initiation of service. This amount shall represent full compensation by these residents for the following items necessary for the water service system to serve these customers:

1. Plans
2. Contract Documents
3. Engineering Design
4. Materials
5. Construction
6. Meters
7. Connection Fees
8. Permits

(Those items do not include the amount necessary to compensate the County for monthly service charges.)

3.2 Potential Customers Along the Alignment of Any County Water Main.

Any potential customer whose property lies adjacent to or across the right-of-way from any existing COUNTY water main shall have the right to request water service from the COUNTY. All such requests for water service shall be made by such potential customer directly to the Public Utilities Division of Orange County following established procedures for requesting water service. Water service for such customers shall be provided in accordance with applicable rules, Rate Resolutions, and Ordinances in effect at the time of the service request.

3.3 Potential Customer Not Meeting the Criteria in Sections 3.1 or 3.2

All potential customers not meeting the criteria set forth in Sections 3.1 or 3.2 hereinabove may be provided water service as stipulated in Section 3.3 herein. A potential customer or a group of potential customers may request COUNTY water service by submitting a written request to the TOWN manager at the following address:

Town of Windermere  
P.O. Drawer #669  
Windermere, Florida 34786



All such requests shall be made using the Service Application Form in Exhibit "D". The TOWN manager will forward such requests to the COUNTY for processing. The Public Utilities Division of Orange County will calculate the cost of providing water service to the property(ies) or such person(s). Such cost will include design, permitting, and construction costs of the water mains and appurtenances along with service connections, meters, connection fees and all applicable costs in accordance with the COUNTY Rate Resolution and Ordinances in effect at the time service is requested. The COUNTY will submit such cost calculations to the TOWN manager with a copy to the requesting party within forty-five (45) days following its receipt of the service request. Along with the cost calculation, the COUNTY will also provide a tentative time schedule for providing such service. Based on the acceptability of the COUNTY's cost calculation and the time schedule, the potential customer(s) may obtain service from the COUNTY subject to prepayment of all applicable costs and charges to the COUNTY.

#### 3.4 Status of Customers.

Upon connection of the County system, a customer shall be and remain a retail customer of Orange County, and

shall pay Orange County's rates, fees, charges and deposits for water service. Nothing in the above paragraphs shall operate to prevent the County from adjusting its rates and charges as circumstances require.

Section 4. Term of Agreement. The term of this Agreement shall commence on the date of approval by the Board of County Commissioners, Orange County, Florida, and shall continue in effect for a period of thirty (30) years, and thereafter shall automatically be extended for succeeding periods of five (5) year each except that any time after the original thirty (30) year term this Agreement may be cancelled by either party upon six (6) months' prior written notice to the other party.

Section 5. Service Obligations. The County shall not be obligated to provide water service other than as specified in this Agreement, and its obligations shall be limited by its capacity to serve.

Section 6. Water Facilities - Construction. The County reserves the right, authority, and is hereby empowered to construct water facilities anywhere in Orange County without regard to territorial areas or municipal boundaries and to construct water lines to connect its facilities with other portions of its water transmission system subject to compliance with applicable law.

Section 7. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

Section 8. Notice; Proper Form. Any notices or demands hereunder to the parties hereto shall be given by certified mail, return receipt requested, at the respective addresses shown below, or at such other address as the party shall have specified by written notice to the other delivered in accordance herewith, postage prepaid:

COUNTY: Orange County Director of Public Utilities  
Public Utilities Division  
109 East Church Street - Floor 4  
Orlando, Florida 32301

TOWN: Town of Windermere  
P.O. Drawer #669  
Windermere, Florida 34786

Section 9. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

Section 10. Land Use Approvals. This Agreement shall not be construed as granting or assuring or indicating any future

grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to any property or land referred to in this Agreement.

Section 11. Hold Harmless. To the extent allowed by and consistent with all applicable state law, including but not limited to Chapter 768, Florida Statutes, the COUNTY and the TOWN agree: (1) to hold the other harmless from the negligent acts or omissions of itself, its officers, employees, or agents, and (2) to hold the other harmless from third-party suits against the acting party which result from the discontinuance of water service or failure of the third party to pay water service or other causes.

Section 12. Service Standards. The COUNTY agrees to comply with all state, regional, and federal requirements and rules applicable to the provision of water service to the public. The COUNTY, however, does not guarantee any special service, pressure, quality, capacity, availability or other facility other than what is required to fulfill its duty of reasonable care to those to whom it provides water service.

Section 13. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 14. Time of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 15. Entire Agreement. This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings and agreements on this matter. Amendments to and waivers of the provisions herein shall be made by the parties in writing.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

ATTEST: MARTHA O. HAYNIE,  
Comptroller and Clerk

ORANGE COUNTY, FLORIDA

By: *Kevin M. Hopt*  
Asst. Deputy Clerk

By: *John W. ...*  
Chairman, Board  
of County Commissioners

FOR THE USE AND RELIANCE  
OF CRANGE COUNTY ONLY.  
APPROVED AS TO FORM

January 27 19 80

*George L. Dorsett*  
George L. Dorsett  
Assistant County Attorney

ATTEST/WITNESS:

TOWN OF WINDERMERE

*Mary G. Cottrill*  
*Sheldo J.*

By: *Robert M. ...*  
MAYOR, Town of Windermere

STATE OF FLORIDA  
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by HAL MARSTON, Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing, this day of \_\_\_\_\_, 1990.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

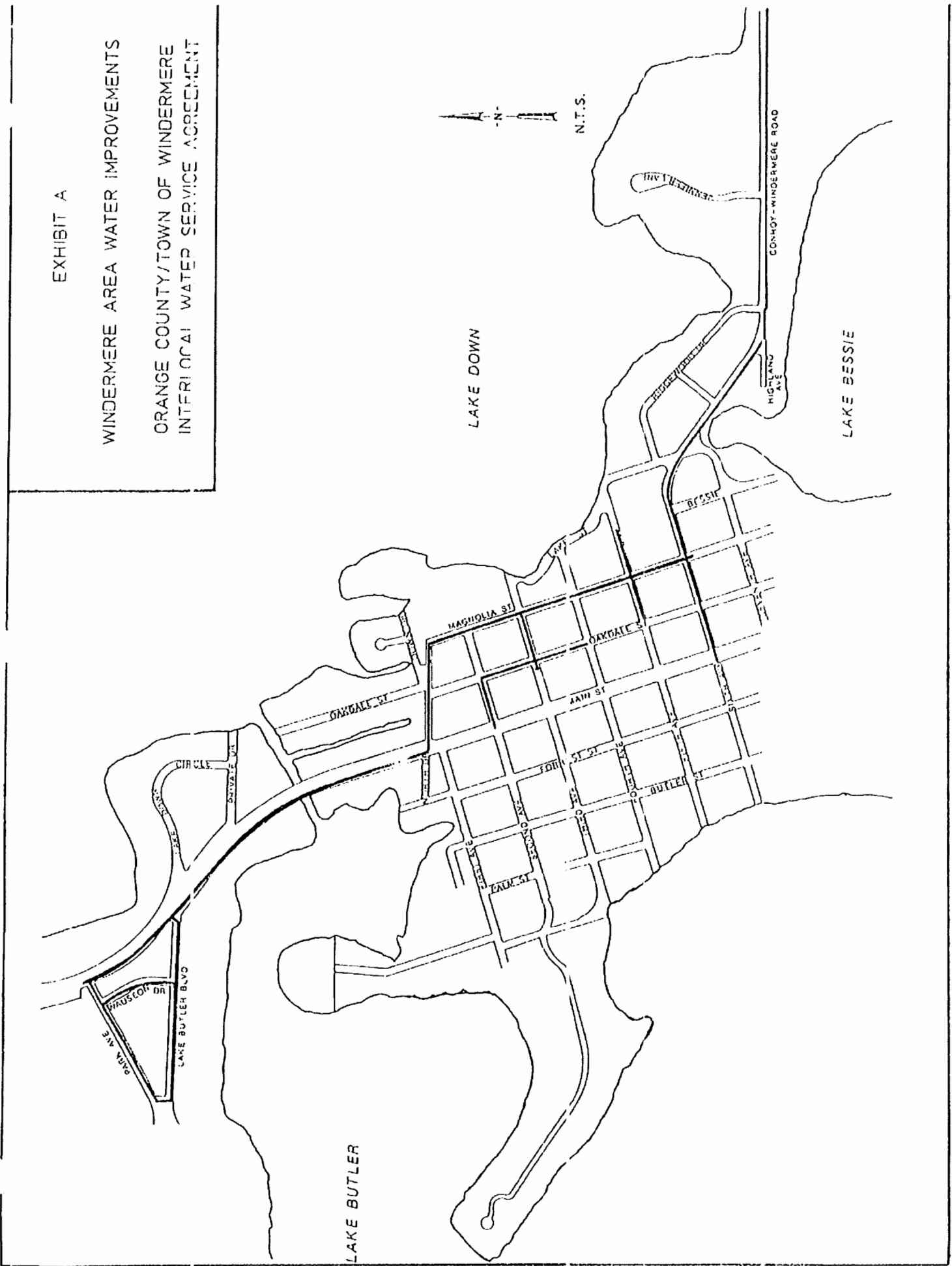
SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by ROBERT J. PLEUS, Mayor of the Town of Windermere, known to me to be the person described in and who executed the foregoing, this 19<sup>th</sup> day of January, 1990.

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup> day of January, 1990.

Mary C. Botzball  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

EXHIBIT A

WINDERMERE AREA WATER IMPROVEMENTS  
ORANGE COUNTY/TOWN OF WINDERMERE  
INTERLOCAL WATER SERVICE AGREEMENT



## EXHIBIT 'B'

ORANGE COUNTY/TOWN OF WINDERMERE  
INTERLOCAL WATER SERVICE AGREEMENTLIST OF RESIDENTS PARTICIPATING IN THE CONSTRUCTION COST FOR THE  
WATER MAIN ALONG SECOND AVENUE

<u>NAME</u>	<u>FOR SERVICE AT:</u>	<u>MAILING ADDRESS:</u>
1. M. Margaret R. Allguire	205 Palm Street	205 Palm Street Windermere, FL 34786
2. Rollie Rae Allen	515 W. Second Avenue	P. O. Box 709 Windermere, FL 34786
3. Rollie Rae Allen	611 W. Second Avenue	Same as No. 1
4. Marc H. and Judy A. Black	415 W. Second Avenue	P. O. Box 528 Windermere, FL 34786
5. Arthur H. & Karen T. Boylan	750 Second Avenue	P. O. Box 1188 Windermere, FL 34786
6. William & Elise R. Bradford	535 W. Second Avenue	P. O. Box 257 Windermere, FL 34786
7. Thomas E. Britt	930 W. Second Avenue	930 W. Second Ave. Windermere, FL 34786
8. Charles E. Curry	508 Second Avenue	P. O. Box 1384 Windermere, FL 34786
9. Gonzalez, Richard	103 W. Second Avenue	P. O. Box 1386 Windermere, FL 34786
10. Jesse & Caroline Green	803 Second Avenue	803 Second Ave. Windermere, FL 34786
11. Joan Hargadon	727 Second Avenue	P. O. Box 727 Windermere, FL 34786
12. Joan Hargadon	745 Second Avenue	Same as No. 9
13. Kelly Hicks	801 Second Avenue	P. O. Box 857 Windermere, FL 34786
14. Glenn Jackson	626 Second Avenue	P. O. Box 828 Windermere, FL 34786
15. June Kent	732 W. Second Avenue	P. O. Box 520 Windermere, FL 34786
16. Lonnie H. Lacy	325 Second Avenue	P. O. Box 164



Windermere, FL 34786

- |     |                                     |                       |  |
|-----|-------------------------------------|-----------------------|--|
| 17. | J. Karl & Lillian Y. Osburn         | 1040 W. Second Avenue | 1040 W. Second Ave.<br>Windermere, FL 34786  |
| 18. | Woodrow W. Owen and Sandra M. Fritz | 1004 W. Second Avenue | 4809 S. Orange Ave.<br>Orlando, FL 32806     |
| 19. | Pleus, Robert J., Jr.               | 522 Second Avenue     | 522 Second Avenue<br>Windermere, FL 34786    |
| 20. | Irene F. Pynn                       | 716 W. Second Avenue  | P. O. Box 729<br>Windermere, FL 34786        |
| 21. | Jerry and Karen Ruenheck            | 639 Second Avenue     | 639 Second Ave.<br>Windermere, FL 34786      |
| 22. | John R. Santucci                    | 804 W. Second Avenue  | P. O. Box 1461<br>Windermere, FL 34786       |
| 23. | Philip N. Smith                     | 914 W. Second Avenue  | P. O. Box 672<br>Windermere, FL 34786        |
| 24. | Faye H. Stanford                    | 1141 W. Second Avenue | P. O. Box 707<br>Windermere, FL 34786        |
| 25. | Martin and Debby Stringfellow       | 536 Second Avenue     | P. O. Box 1018<br>Windermere, FL 34786       |
| 26. | Byron and Norma Sutton              | 505 W. Second Avenue  | 505 W. Second Ave.<br>Windermere, FL 34786   |
| 27. | Walter L. Tucker                    | 740 W. Second Avenue  | P. O. Box 550<br>Windermere, FL 34786        |
| 28. | Jerol M. Van Dyke                   | 938 W. Second Avenue  | P. O. Box 753<br>Windermere, FL 34786        |
| 29. | Diana N. Vergowe                    | 711 W. Second Avenue  | 1719 Wycliff Drive<br>Orlando, FL 32803      |
| 30. | Charles T. Wells                    | 706 Second Avenue     | 706 Second Avenue<br>Windermere, FL 34786    |
| 31. | Thomas A. Williamson                | 409 W. Second Avenue  | 9660 Woodmont Place<br>Windermere, FL 34786  |
| 32. | Wolfgang Dueren                     | 806 W. Second Avenue  | 806 W. Second Avenue<br>Windermere, FL 34786 |

EXHIBIT C

SECOND AVENUE WATER MAIN

ORANGE COUNTY/TOWN OF WINDERMERE  
INTERLOCAL WATER SERVICE AGREEMENT

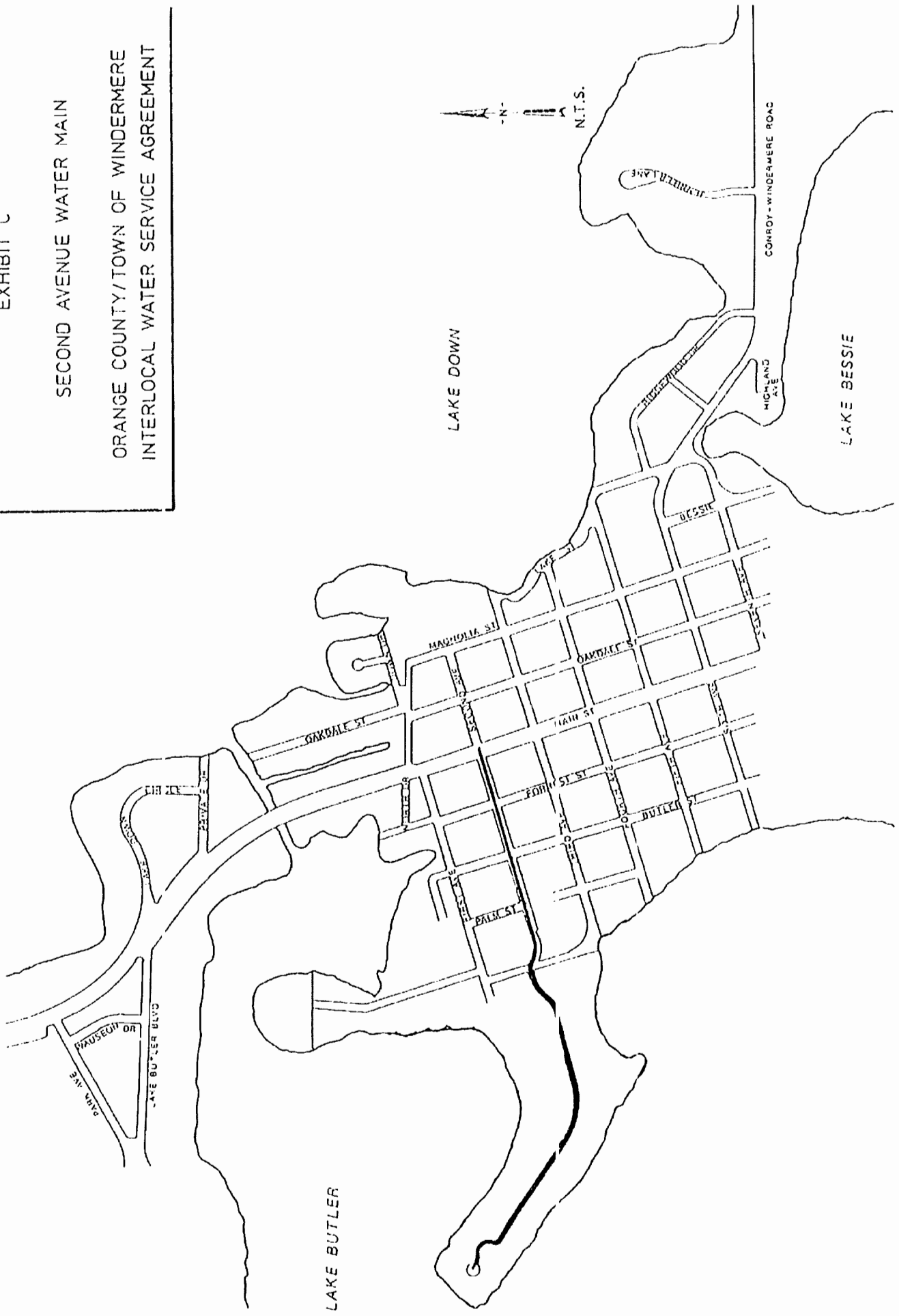


EXHIBIT 'D'

ORANGE COUNTY/TOWN OF WINDERMERE  
INTERLOCAL WATER SERVICE AGREEMENT

APPLICATION FOR  
REQUEST FOR AREA WATER SERVICE

A. APPLICANT CONTACT PERSON ADDRESS & TELEPHONE NUMBER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ( ) \_\_\_\_\_

B. APPLICANT NAME, ADDRESS & TELEPHONE NUMBER (USE EXTRA SHEETS, IF NEEDED).

1. _____	2. _____
_____	_____
_____	_____
3. _____	4. _____
_____	_____
_____	_____

C. DESCRIPTION OF AREA TO BE SERVED:

STREETS: \_\_\_\_\_

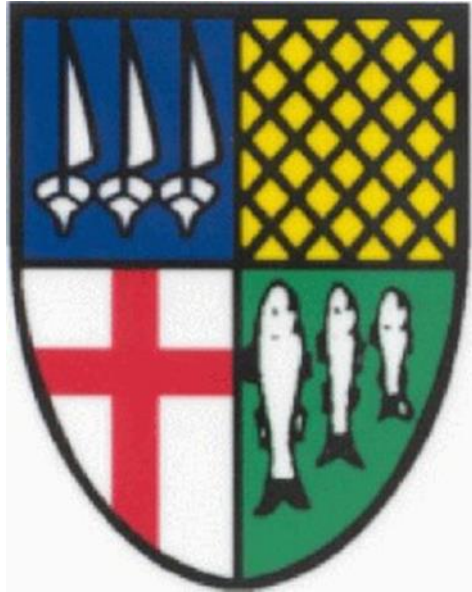
SUBDIVISION: \_\_\_\_\_

SECTION, TOWNSHIP, RANGE: \_\_\_\_\_

OTHER: \_\_\_\_\_

D. ATTACH MAP OF AREA TO BE SERVED WITH PROPERTIES SHOWN. ORANGE COUNTY TAX ASSESSOR'S MAP IS PREFERABLE SHOWING THE ADDRESSES ABOVE.

APPENDIX C:  
RECREATION AND OPEN SPACE ELEMENT ATTACHMENTS



APR 03 2006

Handwritten initials "AH"

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA

FAITH FAIRBROTHER, SIMON  
FAIRBROTHER, JOHN E. HILSMAN,  
GUY H. HILSMAN, SARAH F. TYNDALL,  
KEENA RENE LEE, ARTHUR R.  
HURLEY, SUE S. HURLEY, JOHN ROOT  
and CAROL ROOT;

Plaintiffs,

vs.

TOWN OF WINDERMERE,

Defendant.



INSTR 20060225626  
OR BK 08573 PG 1393 PGS=38  
MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
04/07/2006 09:28:00 AM  
REC FEE 0.00

CASE NO: 04 CA 9065  
DIVISION: 39

Handwritten initials "AH"

CONSENT FINAL JUDGMENT

THIS CAUSE comes before the Court on the Joint Stipulation and Motion for Entry of Consent Final Judgment filed by the Defendant, TOWN OF WINDERMERE, (hereinafter "TOWN"), and the Plaintiffs, FAITH FAIRBROTHER, SIMON FAIRBROTHER, JOHN E. HILSMAN, GUY H. HILSMAN, SARAH F. TYNDALL, KEENA RENE LEE, ARTHUR R. HURLEY, SUE S. HURLEY, JOHN ROOT and CAROL ROOT, (collectively, "PLAINTIFFS").

Having reviewed the Joint Stipulation and Motion for Entry of Consent Final Judgment and being fully advised in the premises, the parties' motion is hereby **GRANTED**. Accordingly, it is hereby **ORDERED AND ADJUDGED** as follows:

1. Pursuant to Count One of PLAINTIFFS' Second Amended Complaint for Declaratory Relief and the TOWN's Counterclaim for Declaratory Relief, the Court hereby **DECLARES** that:

- A. In 1921, The Windermere Improvement Company recorded a Re-Plat of the TOWN OF WINDERMERE labeled "PLAT OF WINDERMERE" in Plat Book G36-39 of the Public Records of Orange County, Florida, (hereafter "1921 Town Plat"), a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.
- B. The face of the 1921 Town Plat shows a network of public right-of-ways and numbered interior, lakeview and lakefront lots with demarcated boundary lines.
- C. The 1921 Town Plat did not reserve any right, title, interest or reversionary rights in The Windermere Improvement Company (or its successors or assigns) in the land in the public right-of-ways shown on the face of the 1921 Town Plat.
- D. Upon recordation of the 1921 Town Plat in the public records of Orange County, Florida, the dedicator, The Windermere Improvement Company, divested itself of all right, title and interest in the land in the public right-of-ways shown on the Town's 1921 Plat.
- E. The recording of the 1921 Town Plat in the public records constituted an offer to dedicate to the public a right-of-way easement over all the land in all the right-of-ways shown in the 1921 Town Plat.
- F. The 1921 Town Plat dedicated to the public a right-of-way easement which runs along the shore of Lake Down from Fifth to Third Avenues, (hereafter "subject Public Right-of-Way"). PLAINTIFFS own lots located along the western border of the subject Public Right-of-Way between Third and Fifth Avenues.
- G. The face of the 1921 Town Plat marks the western borderline of subject Public Right-of-Way with a single line and precise radius measurements at the edges of PLAINTIFFS' lots, and marks the eastern borderline of the subject Public Right-of-Way at the shore of Lake Down with parallel, wavy lines.
- H. Under Florida law, by marking the eastern border of the subject Public Right-of-Way with parallel, wavy lines at the shoreline of Lake Down, the 1921 Town Plat dedicated to the public the riparian rights incident to the land under the subject Public Right-of-Way.
- I. The TOWN and public repeatedly accepted all offers of dedication under the 1921 Town Plat by formal acts and through actual use, including acceptance of the subject Public Right-of-Way and riparian rights incident thereto.

- J. The TOWN holds both a public right-of-way easement over all land in the subject Public Right-of-Way and the riparian rights on and in connection with the land in the subject Public Right-of-Way in trust for the use and enjoyment of all TOWN residents and members of the general public, subject to lawful regulation by the appropriate public bodies with jurisdiction to the extent permitted by this Final Judgment.
- K. The TOWN holds the exclusive riparian rights on the land in the subject Public Right-of-Way which abuts the ends of Third, Fourth and Fifth Avenues as shown on the Town's 1921 Plat to the full width of the rights-of-way over Third, Fourth and Fifth Avenues, (hereafter "Town's exclusive riparian rights"). The TOWN holds non-exclusive riparian rights on the land in the subject Public Right-of-Way located between the easterly edges of PLAINTIFFS' respective lots and Lake Down, (hereafter "Town's non-exclusive riparian rights").
- L. The Town's right-of-way easement rights over all land in the subject Public Right-of-Way, subject to lawful regulation by the appropriate public bodies with jurisdiction, are limited to the rights of:
- i. ingress and egress, including without limitation walking and jogging;
  - ii. maintenance;
  - iii. installation, operation, maintenance, of
    1. trails with surfaces of grass, organic ground cover or a "grass paving system" that provides sufficient load bearing and stability characteristics for travel by pedestrians and bikes (general examples of which are attached hereto as Exhibit "B");
    2. streets;
    3. utilities; and
    4. culverts, drains, sluices, ditches, water storage areas, berms, embankments, slopes and retaining walls.
- M. In addition to the Town's right-of-way easement rights set forth in paragraph 1(L), *supra*, the Town's exclusive riparian rights on the land in the subject Public Right-of-Way which abuts the ends of Third, Fourth and Fifth Avenues include, subject to lawful regulation by the appropriate public bodies with jurisdiction, the rights of:
- i. general use;
  - ii. maintenance;
  - iii. access to the waters of Lake Down;
  - iv. wharfing and docking;
  - v. boating;
  - vi. swimming;
  - vii. fishing;
  - viii. installation, operation, maintenance, use and enjoyment of all facilities and fixtures common to or useful for recreation, such as:

1. public docks (which may include covers or roofs), boat ramps and wharfing areas;
  2. swimming areas;
  3. benches;
  4. picnic tables;
  5. trash cans;
  6. swings;
  7. signage;
  8. vegetation; and
- ix. all other riparian rights defined by law.

N. Plaintiffs' hereby agree and acknowledge that the Town's exclusive riparian rights under this Final Judgment include all improvements to and uses of the land in Lake Down Park located at the intersection of Fifth Avenue and Lake Street. PLAINTIFFS hereby agree and acknowledge that the Town has a sufficient interest to maintain Lake Down Park at its current location. No park improvements shall be located on any of the Plaintiffs' platted lots. The Town may extend the dock at Lake Down Park up to an additional forty (40) feet into the water and may install a cover or roof on the dock.

O. In addition to the Town's right-of-way easement rights set forth in paragraph 1(L), *supra*, the Town's non-exclusive riparian rights on the land in the subject Public Right-of-Way located between the easterly edges of PLAINTIFFS' respective lots and Lake Down, subject to lawful regulation by the appropriate public bodies with jurisdiction, are limited to the rights of:

- i. swimming;
- ii. fishing; and
- iii. maintenance.

P. The Town's rights in the land in the subject Public Right-of-Way located between the easterly edges of PLAINTIFFS' respective lots and Lake Down and the Town's non-exclusive riparian rights do not include the rights to install benches, picnic tables, trash cans, swings, boat docks or boat launching facilities.

Q. In order to help maintain the peace and avoid trespasses on PLAINTIFFS' lots, PLAINTIFFS and the TOWN agree to work together in good faith to select and locate markers to be installed along the edges of the subject Public Right-of-Way abutting PLAINTIFFS' lots in order to provide reasonable notice to all persons using the land in the subject Public Right-of-Way of the location of PLAINTIFFS' property lines. The markers shall be of reasonable size and cost. Accordingly, PLAINTIFFS and the TOWN shall reach agreement on the form and location of the subject markers and the TOWN shall thereafter install the markers as soon as practicable, but



in no event later than sixty (60) days of the parties' agreement thereon. The Town hereby agrees and acknowledges that a PLAINTIFF'S payment for and installation of a one (1) to two (2) foot fence will satisfy the requirements of this paragraph.

- R. PLAINTIFFS hold deeds to lakeview lots contained in the 1921 "PLAT OF WINDERMERE," recorded in Plat Book G36-39 of the public records of Orange County, Florida. Specifically, PLAINTIFFS' hold deeds to lots contained in the Town's 1921 Plat with the following legal descriptions:
- i. "Lot 260, PLAT OF WINDERMERE, according to the Plat recorded in Plat Book G, pages 36 through 39, as recorded in the Public Records of Orange County, Florida; said land situate, lying and being in Orange County, Florida."
  - ii. "Lots 261 and 262 of Town of Windermere, according to the plat thereof as recorded in Plat Book "G", Page 36 of the Public Records of Orange County, Florida."
  - iii. "Lot 265, WINDERMERE, as per Plat thereof recorded in Plat Book G, Pages 36 through 39, Public Records of Orange County, Florida."
  - iv. "Lot 357, PLAT OF WINDERMERE, according to the plat thereof as recorded in Plat Book G, Page 36, of the Public Records of Orange County, Florida."
  - v. "Lot 358 of WINDERMERE as per plat thereof, according to Plat Book G, Page 36, Public Records of Orange County, Florida."; and
  - vi. "Lot 359, PLAT OF WINDERMERE, according to the plat thereof, recorded in Plat Book G, Pages 36 through 39, of the Public Records of Orange County, Florida."
- S. True and correct copies of PLAINTIFFS' deeds are attached hereto as Composite Exhibit "C" and incorporated herein by reference.
- T. PLAINTIFFS do not hold deeds that expressly convey to them any right, title or interest in the land in the subject Public Right-of-Way abutting their respective lots or the riparian rights incident to this land; however, based upon the unique facts and circumstances of this case, PLAINTIFFS hold the underlying fee simple interest in the discrete sections of land under the subject Public Right-of-Way located between the easterly edges of PLAINTIFFS' respective lots and Lake Down, plus non-exclusive riparian rights incident to this land, subject to the TOWN's rights therein, (PLAINTIFFS' non-exclusive riparian rights).
- U. PLAINTIFFS' non-exclusive riparian rights on the land in the subject Public Right-of-Way located between the easterly edges of PLAINTIFFS' respective lots and Lake Down, subject to lawful regulation by the appropriate public bodies with jurisdiction, are limited to the rights of:

- i. maintenance;
- ii. ingress and egress;
- iii. access to the waters of Lake Down;
- iv. docking;
- v. wharfing;
- vi. boating;
- vii. swimming;
- viii. fishing; and
- ix. the installation, maintenance, use and enjoyment of a single private dock (one dock per lot) on the shoreline of the discrete sections of land in the subject Public Right-of-Way abutting their respective lots, subject to the mandatory condition precedent that PLAINTIFFS properly apply for and receive all required permits for such docks, (hereafter "private docks"); and provided that:
  - 1. no part of any such private dock shall be located closer than twenty-five (25) feet from the edge of the rights-of-way over Third, Fourth and Fifth Avenues, including the parts of the dock located on the shoreline and the parts located in the water, which shall be determined by extending the edges of the rights-of-way into the waters of Lake Down by a straight line, then measuring the length of a perpendicular line from the right-of-way line to the closest point on the dock;
  - 2. the private dock currently located on the portion of the subject Public Right-of-Way abutting PLAINTIFF FAIRBROTHERS' lot (Lot 359) shall remain in its current location and shall not be moved any closer to the edge of the right-of-way over Third Avenue; if this dock is ever torn down and replaced, then the replacement dock shall fully comply with the terms of this Final Judgment;
  - 3. all private docks shall be approximately the same shape, size and configuration as the dock currently located on the portion of the subject Public Right-of-Way abutting PLAINTIFF FAIRBROTHERS' lot (Lot 359), plus handrails as reasonably required for handicap access. Attached hereto as Exhibit "D" are true and correct drawings detailing the dimensions of the Fairbrothers' dock. As for the length of the private docks, if necessary and properly permitted, the docks may be extended in length to reach the water depth reasonably necessary for boat use;
  - 4. no private dock shall include a boat house, but the docks may include a cover or roof that does not unreasonably block the public's view of the water;
  - 5. no private dock shall unreasonably extend into the subject Public Right of Way, and in no event shall a private dock extend more than four (4) feet into the land in the subject Public Right of Way measured from the current high-water

mark on the shore of Lake Down. In addition, no part of any private dock shall be located closer than four (4) feet to the easterly property line of PLAINTIFFS' subject lots; and

6. the owner of the private dock shall at all times comply with the requirements of paragraph 1(W), *infra*.

V. In reviewing all dock applications submitted by any PLAINTIFF (or their successors in interest), the TOWN shall apply the same standards used by the TOWN in evaluating, approving with conditions, or denying dock applications by other TOWN residents. All dock applications submitted by PLAINTIFFS (or their successors in interest) shall comply with all applicable terms of this Final Judgment.

W. In the event that a PLAINTIFF properly applies for and receives all required permits for the installation of a private dock, then that PLAINTIFF and their successors in interest shall:

i. Obtain and maintain in force at all times a liability insurance contract that:

1. provides insurance coverage for all occurrences in any way related to the dock, including without limitation all claims arising out of any personal injury (including death) or any damage to or loss of property which is in any manner based upon, occasioned by, attributable to or related to the dock;

2. expressly names the TOWN as an additional insured;

3. provides insurance coverage in an amount not less than \$1,000,000.00 per occurrence, which amount shall be subject to annual review and increase at the Town's sole discretion at the first regularly scheduled Town Council Meeting each year, subject to a maximum increase of 5% each calendar year hereafter;

ii. Deliver to the Town Clerk a true and correct copy of the Declaration Page for the insurance contract referenced in paragraph, 1(W)(i), *supra*, prior to the start of construction of the dock and within thirty (30) days after all subsequent renewals of the insurance contract; If owner fails to provide proof of insurance, Town shall provide a written thirty (30) day notice to owner to comply.

iii. Construct and maintain the dock in a reasonable and safe condition at all times; and

iv. Post a sign on the dock no larger than 6 inches by 6 inches which reads "Private Dock."

X. In the event that a PLAINTIFF (and their successors in interest) properly applies for and receives all required permits for the installation of a private dock, then that PLAINTIFF (and their successors in interest) shall indemnify and defend the Town from and against all losses, liabilities, claims or demands of whatever nature (including without limitation all

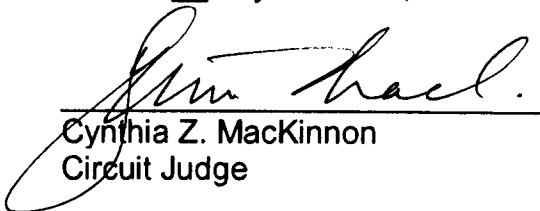
costs, expenses and attorneys' fees), arising out of any personal injury (including death) or any damage to or loss of property which is in any manner based upon, occasioned by, attributable to or related to their private dock.

- Y. PLAINTIFFS shall not use or exercise their non-exclusive riparian rights in any manner that unreasonably impedes, interferes with, or burdens the Town or the public in their use and enjoyment of their right-of-way easement rights and exclusive and non-exclusive riparian rights incident thereto.
- Z. In the event the TOWN, by motion and vote of its Town Council, ever legally and affirmatively vacates the dedication of the subject Public Right-of-Way and riparian rights in compliance with Florida law, PLAINTIFFS (or their successors in interest) shall become vested with fee simple title to the portion of the subject Public Right-of Way abutting their respective lots, from thereon unburdened by the TOWN's paramount easement, unless and to the extent the TOWN at that time qualifies or conditions its vacation of the dedication by reserving and retaining portions of its rights and interest in the subject Public Right-of Way or riparian rights.
- AA. This Final Judgment shall be recorded in the public records of Orange County, Florida. All terms of this Final Judgment shall run with title to PLAINTIFFS' lots (more particularly described in Section 1(R), *supra*), and are thus fully binding on PLAINTIFFS, their successors in interest, assigns, and all other parties or persons claiming by, through, or under any of them. PLAINTIFFS and their successors in interest shall provide a copy of this Final Judgment to their successors in interest prior to transferring any ownership interest in their respective lots and this Final Judgment shall be expressly incorporated into all future deeds of conveyance of any interest in PLAINTIFFS' respective lots.
- BB. Within thirty (30) days of the Court's entry of this Consent Final Judgment, PLAINTIFFS shall deliver to the Town Clerk a total payment in the amount of \$25,000.00 made payable to "The Town of Windermere, Florida," to reimburse the Town for a portion of its attorneys' fees and costs in this matter.
- CC. The covenants and restrictions created or granted herein shall be enforceable by the intended beneficiary by injunction, by specific performance, or as otherwise permitted at law or equity. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

DD. This Final Judgment shall only apply to the land in the subject Public Right-of-Way and have no precedential value in any other cases involving any other rights-of-way located in the Town.

- 2) The Court hereby DISMISSES WITH PREJUDICE all remaining claims in PLAINTIFFS' Second Amended Complaint;
- 3) The Court hereby DISMISSES WITH PREJUDICE all remaining claims in the Defendant TOWN's Counterclaim;
- 4) The parties shall go hence without day;
- 5) The Court reserves jurisdiction to enforce the terms of this Final Judgment; and
- 6) The Clerk of Court shall close the case.

DONE AND ORDERED in Orlando, Florida, this <sup>23</sup> day of March, 2006.

  
Cynthia Z. MacKinnon  
Circuit Judge

Copies to all Counsel of Record



Order of Survey of Section 17  
 of Twp. 22 N., R. 12 E., S. 31 N.  
 by C. L. Luff, Surveyor  
 Made Public in the  
 County of Orange, Florida  
 July 20, 1928  
 by 235 - C. L. Luff  
 R. P. K. from 92.

See THE MAPS SUB. CH. NEXT P.  
 Map 2/1/1923  
 22 LAKE SURFER PARK 55  
 2/24/1927  
 LOTS 409-467  
 WINDERMERE REPEAT 34  
 1/29/1935  
 LOTS 470-511, 410-414

# PLAT OF WINDERMERE

Description of Lands Platted  
 Southeast quarter of Northeast quarter and east half of Southeast quarter of Section Seven (7), and South half of Section Eight (8), Township Twenty-three (23) South, Range Eighty-four (84) East, County of Orange, Florida.  
 The lands herein shown are hereby certified that all of the lands included in this subdivision and shown on this plat belongs to us except certain parcels of Section Seven (7), all of Township Twenty-three (23) South, Range Eighty-four (84) East.  
 The undersigned owners, hereby certify that all of the lands included in this plat only to the extent herein shown and sections of said isolated lots being bound by reference to isolated lots in other subdivisions which are included in this plat have, the number and sections of said isolated lots being bound by reference to the public deed records of Orange County, this subdivision being a regular (with certain subdivisions) of the original platon of the town of Windermere as recorded in Plat Book E of Pages 29 and 34 records of Orange County, Florida.

THE WINDERMERE IMPROVEMENT COMPANY, A CORPORATION  
 By D. K. JOHNSON, PRESIDENT

EZE WINDERMERE CLUB COMPANY, A CORPORATION  
 By G. & H. MILL, PRESIDENT

- |   |         |   |  |   |   |   |  |
|---|---------|---|--|---|---|---|--|
| Elizabeth Marsh<br>Alice Bunbury<br>W. W. Adams<br>H. T. Brigham<br>H. A. Stuebel<br>G. C. Knudley<br>S. G. Knudley<br>H. K. Williams<br>Henry Keller | Thurses | Kate Palmer<br>Agnes F. Grier<br>May C. Hill<br>Franklin A. Rigby<br>Rowland Weddell<br>A. H. Shepard | John L. Riles<br>W. W. Wallace<br>Elio S. Wallace<br>L. M. Wallace<br>M. M. Wallace<br>A. H. Shepard | O. C. Standish<br>George A. Garon<br>Maneoline<br>W. B. Kennedy<br>C. M. Miles<br>Allen McKissick | L. M. Chamberlin<br>G. Gordon King<br>Albert A. Dean<br>Robert L. White<br>Louise Campbell<br>P. K. Steiner | John Seth Jr.<br>W. Terryberry<br>Julius Lawrence<br>Rudolph Michael<br>Laurie M. Campbell<br>P. K. Steiner | W. G. Hendshaw<br>Mildred E. Davidson<br>L. L. Bray<br>Edith Stibinger<br>S. P. Rathburn<br>C. S. Rathburn<br>John A. Thompson |
|---|---------|---|--|---|---|---|--|

The foregoing certificate attested and sworn to before me this 11th day of June, 1928, we, the undersigned, Notary Public for the State of Florida at Large.  
 (Notarial Seal)

Engineers Certificate  
 The foregoing certificate was made and signed in my presence and is attested by me this 30th day of September, 1928.  
 Harry C. Luff  
 Notary Public

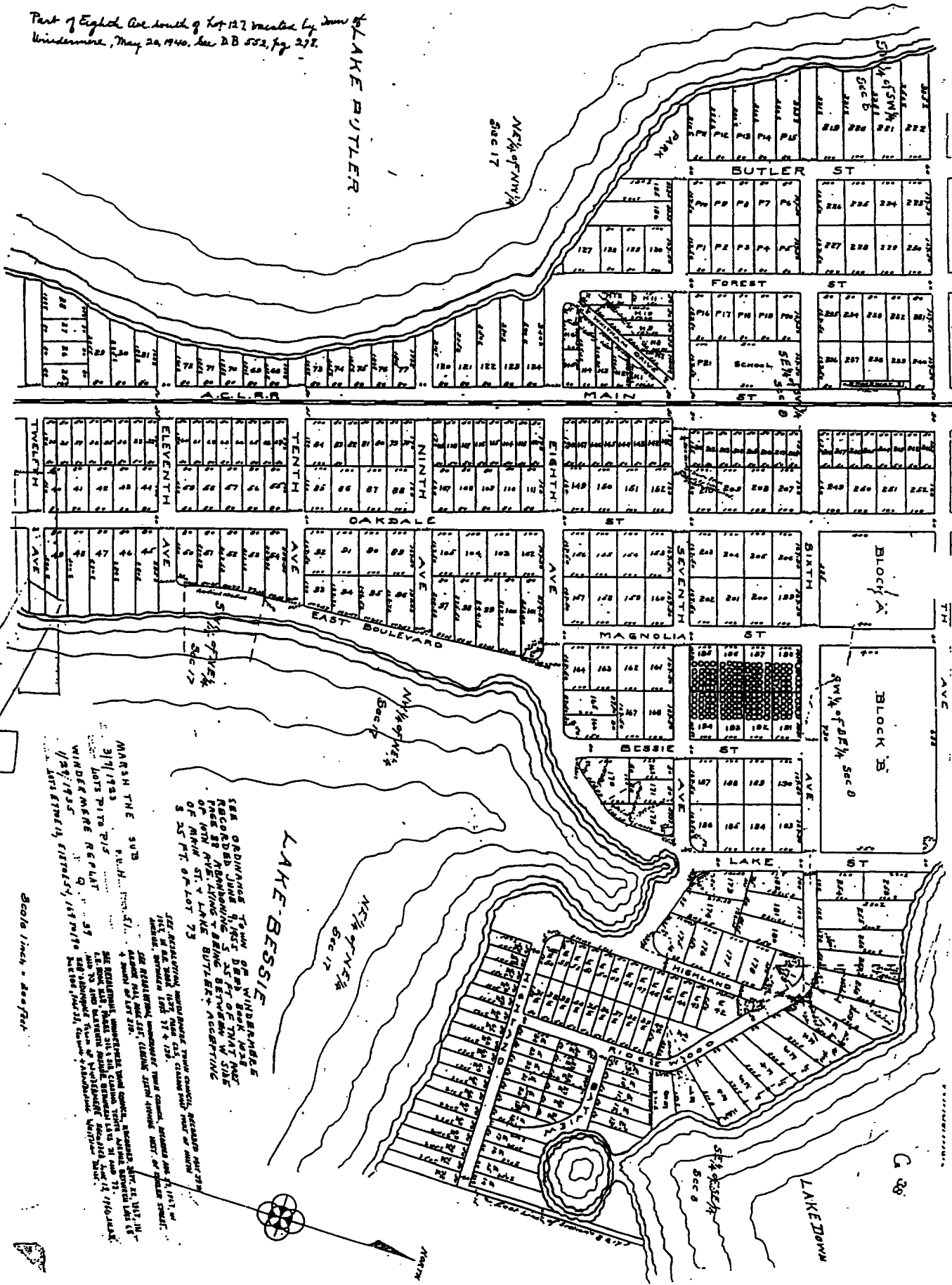
Notary Public  
 My commission Expires Nov 28, 1928.  
 Filed in office and recorded this 12th day of January, 1929.  
 J. M. W. C.





Part of Eighth Ave. South of Lot 127 vacated by Town of  
Windsor, May 29, 1940. See DB 552, pg. 237.

LAKE BUTLER



SEE ORDINANCE TOWN OF WINDSOR  
RECORDED UNDER FIRST DEPT. OF THAT TOWN  
FOR THE LOTS LYING BETWEEN W. SIDE  
OF MAIN ST. & LAKE BUTLER. ACCEPTING  
S. 50 FT. OF LOT 73

SEE REGULATION, WINDSOR TOWN COUNCIL, RESOLUTION NO. 279  
P. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

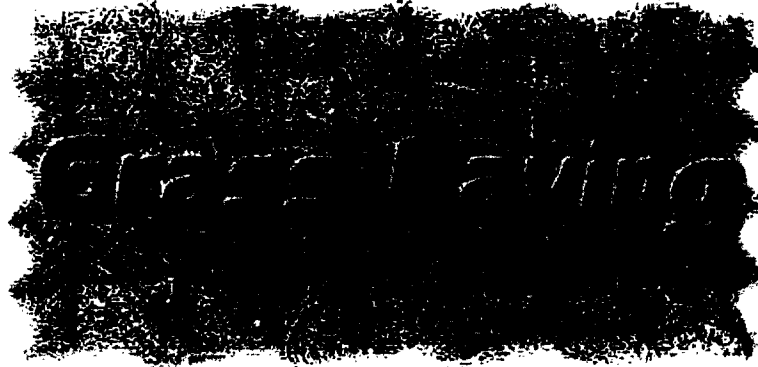
search  
Go!

# Reinforced Grass Paving

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- [Bark](#)
- [Deco Garden Paths](#)
- [Gravel/Hoggin](#)
- [Geo-sheets](#)
- [Membranes](#)
- [Links to Suppliers](#)

There are a number of fairly common techniques available that allow grass to be incorporated into a pavement to provide 'the best of both worlds', ie, the appearance of grass but the load bearing capability of a well-constructed pavement or driveway. They can be utilised in those areas where the hard permanence of a typical pavement might be undesirable, such as in conservation areas, roadside verges, emergency services access, canal towpaths, farm tracks or rural settings, and they are also used for erosion control in some situations, although the specification and type of system(s) used can be completely different to that outlined below.

Different proprietary systems provide varying ratios of hard-pavement to grass, and the best system for any given project will need to take into account these differences. Some systems can only be installed by specialists contractors, while others can be installed by competent workmen or even diy-ers. It should also be noted that special grasses ought to be selected for planting the various systems, as most ordinary seed mixtures are unlikely to be sufficiently hard-wearing to withstand being trafficked. A few suggested seed mixtures are given further down the page.

The 5 techniques considered on this page are:-

- i. [Hopsack Paving](#)
- ii. [Spaced Paving](#)
- iii. [Cellular Paving](#)
- iv. [Reinforced Turf](#)
- v. [Mesh Protected Turf](#)

whether it will ever be developed and promoted to the sports industry or the general public remains to be seen. This system ensures 100% grass coverage, and the usual maintenance, such as feeding and mowing, will need to be undertaken on a regular basis. The life-time of this system is an unknown quantity at the time of writing, but should be good for 10 years.

There are also reinforced turfs developed specifically for erosion control, rather than trafficking, and are beyond the remit of this site. However, Some of the manufacturers listed on the [links](#) page also supply these 'erosion control mats', and their technical departments will be more than happy to help you with your queries.



Tensar Mat® by Tensar International



## Mesh Protected Turf

This system is becoming quite popular with those responsible for overspill car-parking and pedestrian usage at occasional events, with groundsmen looking after areas of lawn, and with caravan/leisure parks, where the natural appearance of grass with the load-carrying ability of a pavement, all at a minimal cost and with little or no construction work required, is very appealing.



Turf Protection Mesh  
by Tenax Ltd.

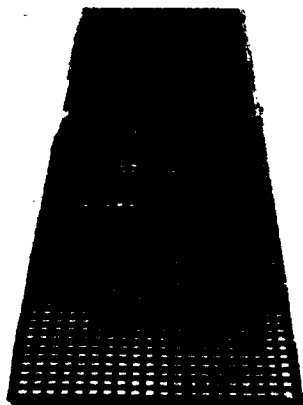
The basic premise is that a tough polypropylene or HDPE mesh is laid over an area of turf or grass, and this allows foot-traffic, low-speed cars and vans to use the area without completely ruining the grass. The mesh may need to be anchored to the ground at regular intervals by means of ground pegs, to prevent slippage and to help disperse the loads. The mesh works to protect the grass roots from being damage, to minimise 'pumping' of wet ground, and to avoid rutting of soft spots.

The soil type, the type of grass/turf cover and the level of protection required will determine the best mesh to choose for each application, and the better manufacturers have dedicated technical teams to help in identifying the best solution.

For lawned areas, the mesh is simply rolled out over the close-cropped turf, with adjacent rolls overlapping by 150-300mm, and anchored with ground pegs. Any dips, hollows, soft-spots etc, should be levelled out with grit sand or top soil before placing the mesh. Once laid, they can be left in-situ for the season, or even permanently, as most commercial mowers will ride over the

» Presto GeoRunner

A plastic open-mesh flexible access system for pedestrian or wheelchair access. The plastic units weigh 8 lbs. and are approx. 2 ft x 4 ft. x ½ in.  
**Approx. Price:** \$1.75 per sq. ft.

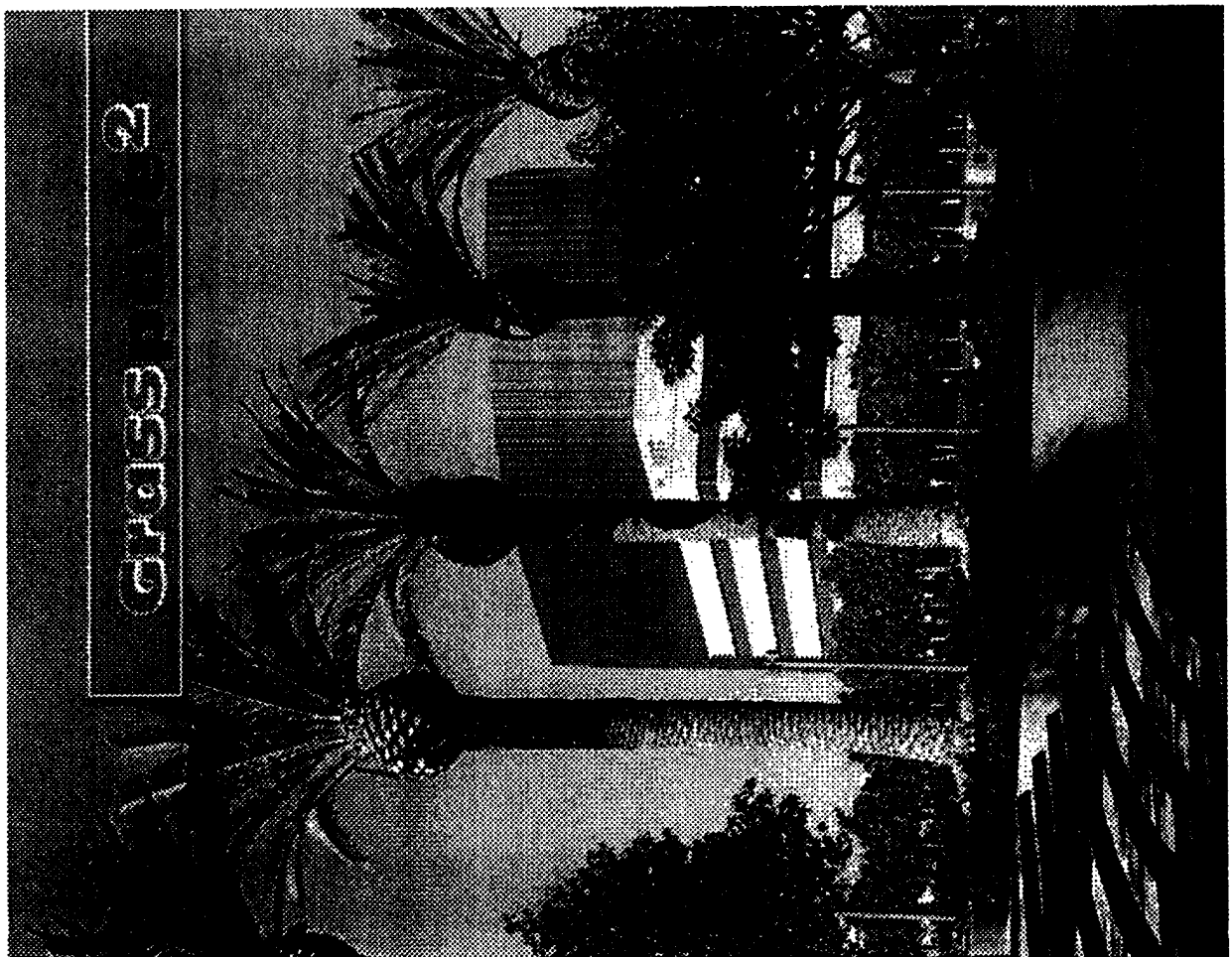


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» Vendor Information

Presto Products Company  
670 North Perkins Street  
Appleton, WI, 54912-2399  
Toll Free: (800) 548-3424  
Fax: (920) 738-1118  
<http://www.prestogeo.com>

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ings and integral flexible grid. Living in Australia from 1974 to 1976 gave us the impetus for using metric — the “2” after Grasspace’s signifies square meter. In 1993 we changed the name to Grasspace<sup>2</sup>, combining the word grass with the action word “pave.” All of our products have action words — pave, lanes, drain, store. We want you to act now and use our product!

**Large Roll Sizes**

In 1996 a site foreman from Valley Creek Landscaping commented on how he preferred our old 4' x 20' rolls to the meter squares. He claimed that the rolls cut down his installation time remarkably and were easier to handle. We took his advice and started pre-assembling the meter squares into several roll sizes which have been extremely popular with both contractors and homeowners.

The rolls interlock with jay/hole connectors. Once fastened together, they will act as one continuous piece. Other pavement reinforcement systems are grouted together and tend in a stiff or rigid manner leading to cracking, warping or heaving at the surface.

We use model numbers that coincide with metric measurements. A chart of roll sizes can be found in the insert. Model 1010 is one meter wide (3.3') by 10 meters long (32.8'). Model 1020 is 20 meters long. Model 1520 is 1.5 meters wide (4.9'). Model 2020 is two meters wide. Model 2520 is 2.5 meters wide (8.2') by 20 meters long (65.6'). Our largest roll, Model 2550, is available for parking lot projects as shown below. Each roll covers 125 square meters (1,346 sq').

**Fast Installation Time**

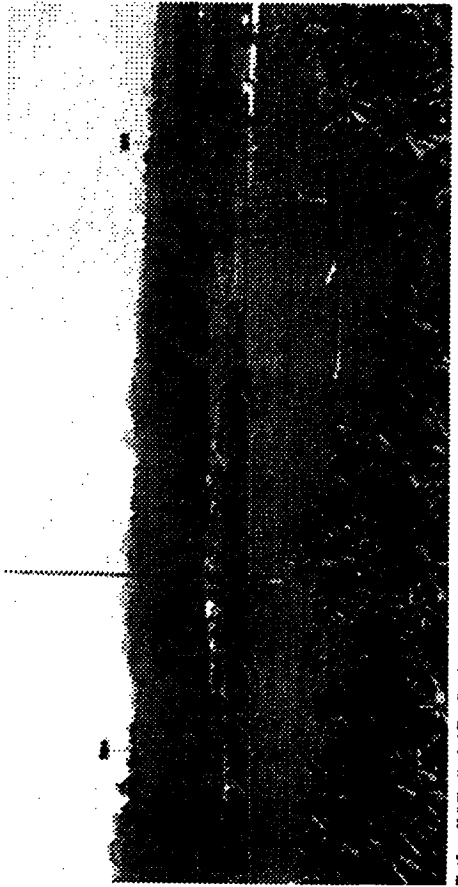
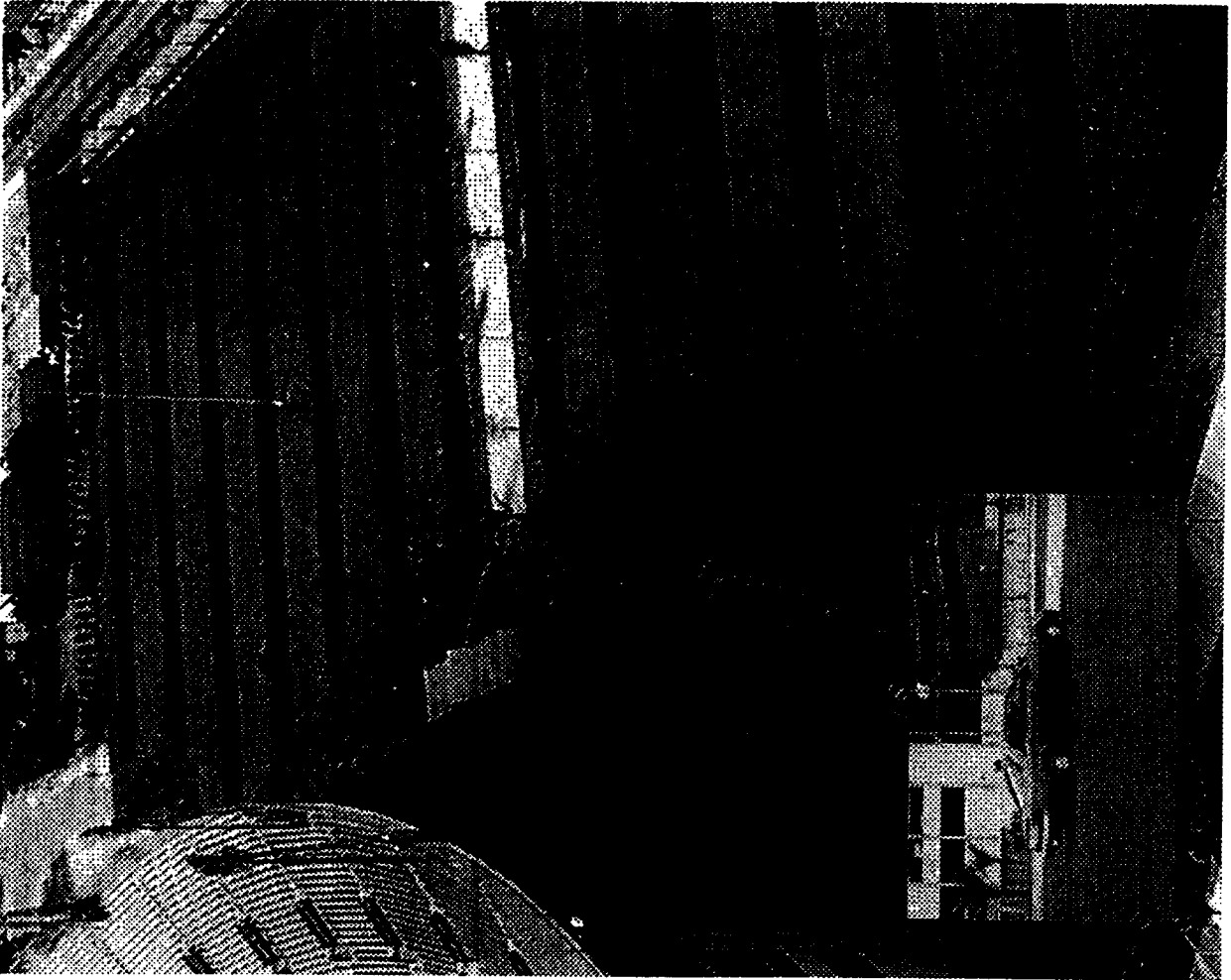
Our rolls can be placed and rolled out in minutes! Rolls are approximately 300 square meters (3,000 sq') per person-hour on larger size jobs, and 150-250 m<sup>2</sup> (1,500-2,500 sq') per person-hour on smaller jobs. The overall installation of base, Hydrogrow, Grasspace<sup>2</sup> rolls, sand fill, and seed or sod is 100 m<sup>2</sup> (1,080 sq') in one hour by two workers.

**Cutting Rolls**

Cutting is done with pruning shears! Shape around all site provisions including sprinkler heads, control boxes, curbing, borders, and adjacent hard pavements. Many designers are still using width increments of 4 feet which is right between our one meter (3.3') and our 1.5 meter (4.9'). To solve this, simply cut our 2.5 meter piece down the middle to achieve a 4.1' width. Don't throw odd pieces away because they can be used for small areas. Very little product is wasted!

**Free Hydrogrow Mix with Grasspace<sup>2</sup>**

Our turf reinforcement system is unique in that we provide free of charge, a soil amendment called Hydrogrow, which is designed to help grass grow in sand based root zones. We custom blend Hydrogrow, which is a mixture of zeolite, humate, polymer, and porous ceramic. The results are amazing and our Grasspace<sup>2</sup> areas often look healthier than surrounding turf. By using this special mixture in the sand, porosity will be maintained, turf will be attractive, and erosion will not be necessary.

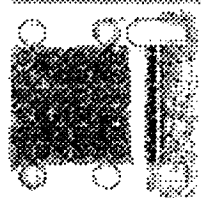


West Farms Mall, West Hartford, CT — Steeply corner parking used for overflow on weekends and during holidays. Free islands indicate parking rows. This area is planned in the future.

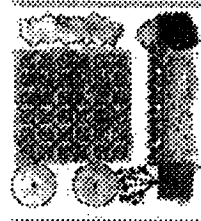
**Firelines**

Our long and well established history of providing safe, well constructed firelines began in 1982 with our first job in Snowmass, Colorado, near Aspen Ski Resort. Since then we have firmly established our expertise in this area with jobs having been done by several fire departments, beginning right here in Aurora, Colorado. See the Lab Comparison Test Results on Page 7. An Irving, CA, Fire Department test can be seen on Page 11.

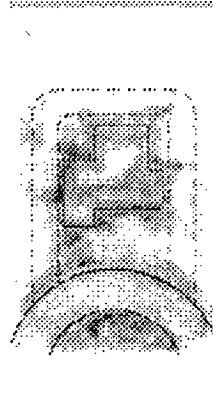
Please note that these details are schematic in nature. Designer shall specify spacing and design of edge treatments. Spacing will vary with turf type, slope, and fire department equipment.



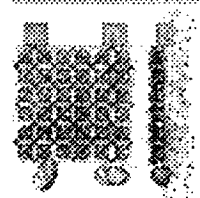
Surface mounted landscape upright on left with water of light fixture upright.



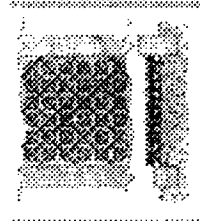
Shrub mass on left and ground covers on right. Note the compacted sandy gravel road base under Craspedone?



Fireline around buildings is detailed with any of these edge treatments.

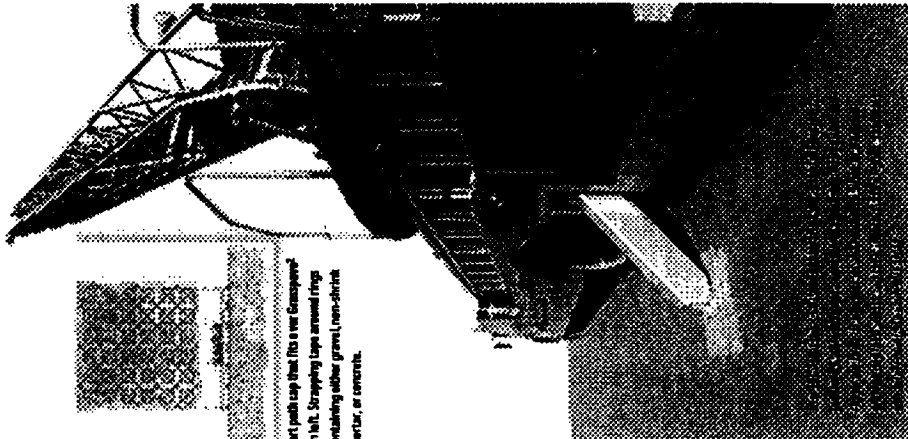


6" x 6" rounded cobbles on left and present concrete or brick pavers on right.



Flush concrete curbing shown on left and raised concrete curbing (height noted).

Visit our web site for updated news on this application of Craspedone? You will also find our CD-ROM disk helpful when designing firelines. Electronic specifications are included as well as CAD drawings similar to the ones shown here. Strength is required in the base course design to hold up these heavy vehicles. Primarily what would be used under asphalt paving is similar to that required under Craspedone?. Design vertical contours in accordance with long arch spacing. Submit your plans to your applicable fire department to obtain approval. We can assist with



Car path up that fits a red Craspedone? on left. Strapping tape around rings containing other gravel, non-drink material, or concrete.



**Strength When Installed**

5,700 pounds per square inch (psi) can be exerted on man-filled rings without deflection or compromise to safety, when nesting upon a base course thick enough and compacted to 95% Proctor. The ring form is the strongest shape for grass paving in that it has no weak corners. Supporting heavy loads with the rings allows us to use less plastic in the product, hence a 92% void area for root development, combined with unbelievable strength! Less plastic means lower cost to you.

**120 psi Maximum on Public Highways!**

Even empty, Grasspave<sup>2</sup> will support 2,100 psi (14,470 kPa) — well over the 120 psi highway truck tire pressure allowed on public highways. This is a safety factor of 17 times. When Grasspave<sup>2</sup> is filled with sand for part of the root zone medium, the strength increases to 5,700 psi (39,275 kPa). The safety factor increases from 17x to 47x. The heavier a vehicle, the more action and stress it needs to support the load being carried. Grasspave<sup>2</sup> will meet and exceed all loading criteria.

**Vehicle Loading Examples:**

- Auto tires: 40 psi
- Truck tires: 110 psi
- DC-10 tires: 220 psi
- F-18 tires: 350 psi
- Flat truck with out-tyres: 81 psi (70,000 lb. truck distributed to four outrigger jacks = 17,500 lbs. each with 12' x 18' surface contact with Grasspave<sup>2</sup>).

All these vehicles are well within our 5,700 psi loading capability. Be sure your base course design is sturdy enough, and our rings will easily do the job under all conditions. Also plan to strengthen concrete sidewalks and curbing that will be mounted by the trucks.

**Base Strength is Critical**

All grass paving reinforcement structures are designed for two primary functions — transfer loads through the walls of the product to prevent compaction, and provide small cellular confinement areas for optimal growth, stability, and protection of the grass root zone. A rigid base below all grass paving products is required to receive and spread

loads that are transferred through the structure. Some load spreading exists on the bottom of our products, but should not be factored into design calculations. The upper layer of pavement cross-sections, whether asphalt or concrete, is appropriately called the "wearing course" and functions to transfer loads to the base course.

**Water Runoff Concerns**

Park on grass! It will be affordable as compared to asphalt and will provide the porosity necessary for storm water collection, which is a major concern in many communities. Detention basins, manholes, and underground piping will not be necessary in most situations. Also many existing trees can be saved, and new trees planted to further assist in reducing runoff. Please refer to our runoff chart for coefficients on various soil types. You'll see that Grasspave<sup>2</sup> with sand fill can totally absorb up to 5" of rainfall in a 24-hour period and that it can collect up to 12" of rain for asphalt is 95% for any amount.

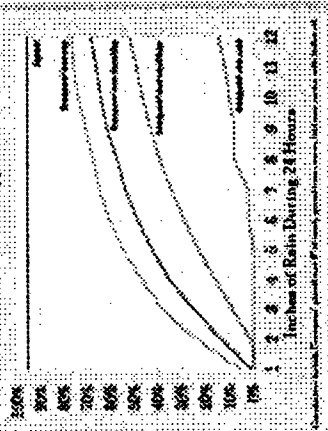
**Lab Compression Test Results**

Lead-bearing capacity of sand-filled Grasspave<sup>2</sup> rings vs. concrete, and vehicle loading examples



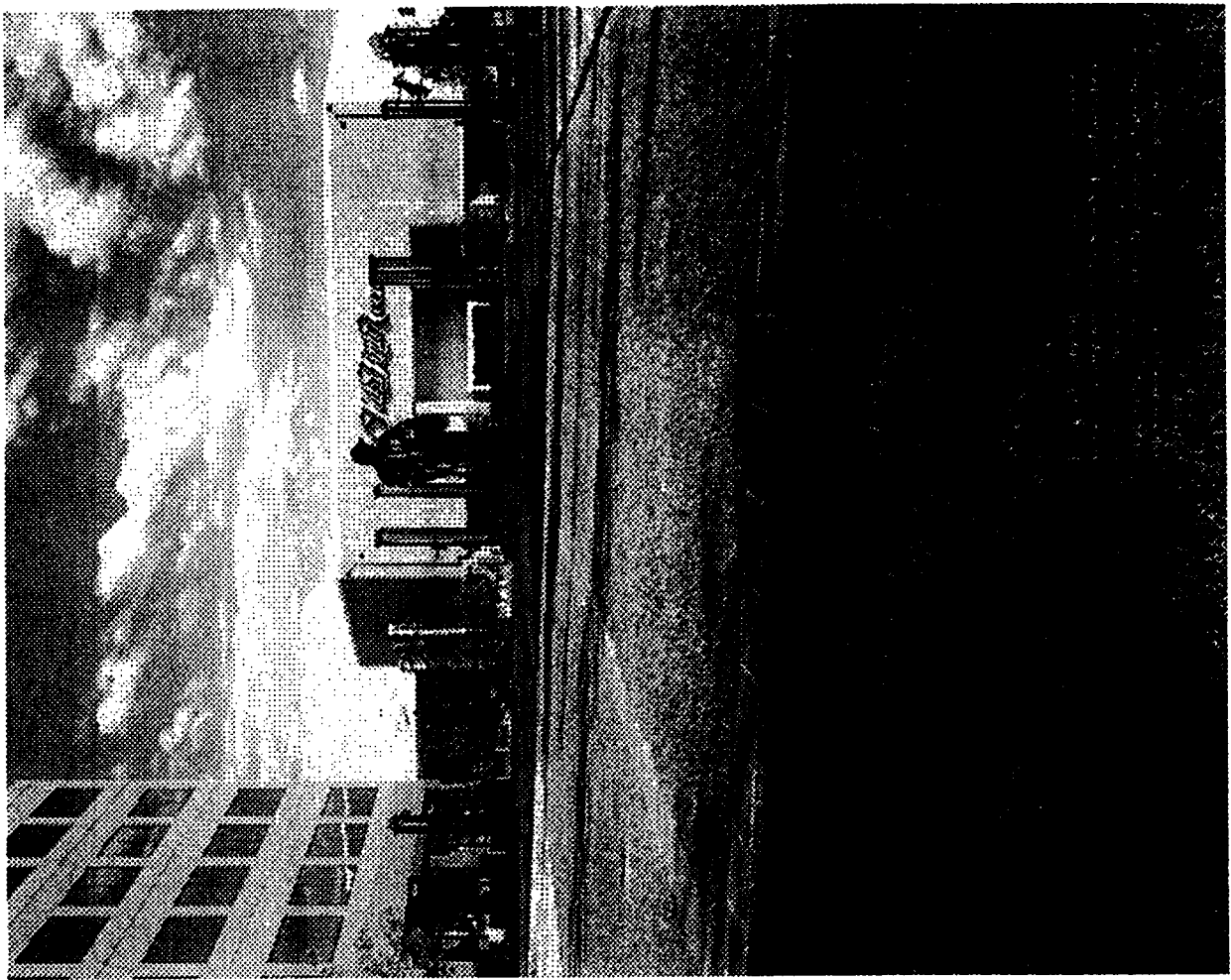
**Runoff Comparison Chart**

Runoff coefficients: Grasspave<sup>2</sup> and sandy gravel base (1" of water per inch of rain)



**Drainage of Base**

Be careful not to create a bath tub effect! If subsoils are nonporous, install Draincore<sup>2</sup> underground drainage mats to move water away. Having a sandy gravel base directly beneath Grasspave<sup>2</sup> (continued on page 11)



# Grasspave<sup>2</sup> Installation — Mats can be rolled out in minutes!

600 m<sup>2</sup> (6,000 sq ft) per two-person hour! For steps shown below — 100 m<sup>2</sup> (1,000 sq ft) per two-person hour!



Excavate for base course as determined by soils and loading requirements. Place and compact sandy gravel which should be a mixture of clean sharp sand and gravel varying in size but not exceeding 3/4". In each parallel row a hose to act as a guide flows into the base and drains away. Add subsoil from drainage as necessary to low spots.



Apply Hydrogravel mixture (Hydrogravel) to the site with your entire Hydrogravel in a mixture of polymer and fertilizer designed especially for our Grasspave<sup>2</sup> system.



Roll out Grasspave<sup>2</sup>, aligning the side rails between the side pegs. The warmth of the sun will relax the plastic so it lays flat. Cut the grid between the side pegging spacers. Utilize small pieces in the same quality.



Fill rings with clean sharp concrete sand using large rakes and brooms so that the top of the rings show when done.



Lay turf over the rings. On warm days, wet the sand first to lower sand temperature and provide medium for grass roots. Seeding and hydroseeding is also an accepted vegetating method at this stage. A coating of topsoil may be beneficial in the case of seeding and hydroseeding.



Roll mats with heavy roller to eliminate air pockets and make sure mats are in contact with the sand fill. Wear down as much according to district requirements.



Whether the area has been seeded or sodded, walk to show on grass until all the footings, a thin walk will establish the root system and lock the sod pieces in place. In an emergency such as the track access, grass may be shown on immediately after installation.



Use a regular lawn mower for maintenance. There are no power edges providing the surface that would damage mowers. Do not scuff!

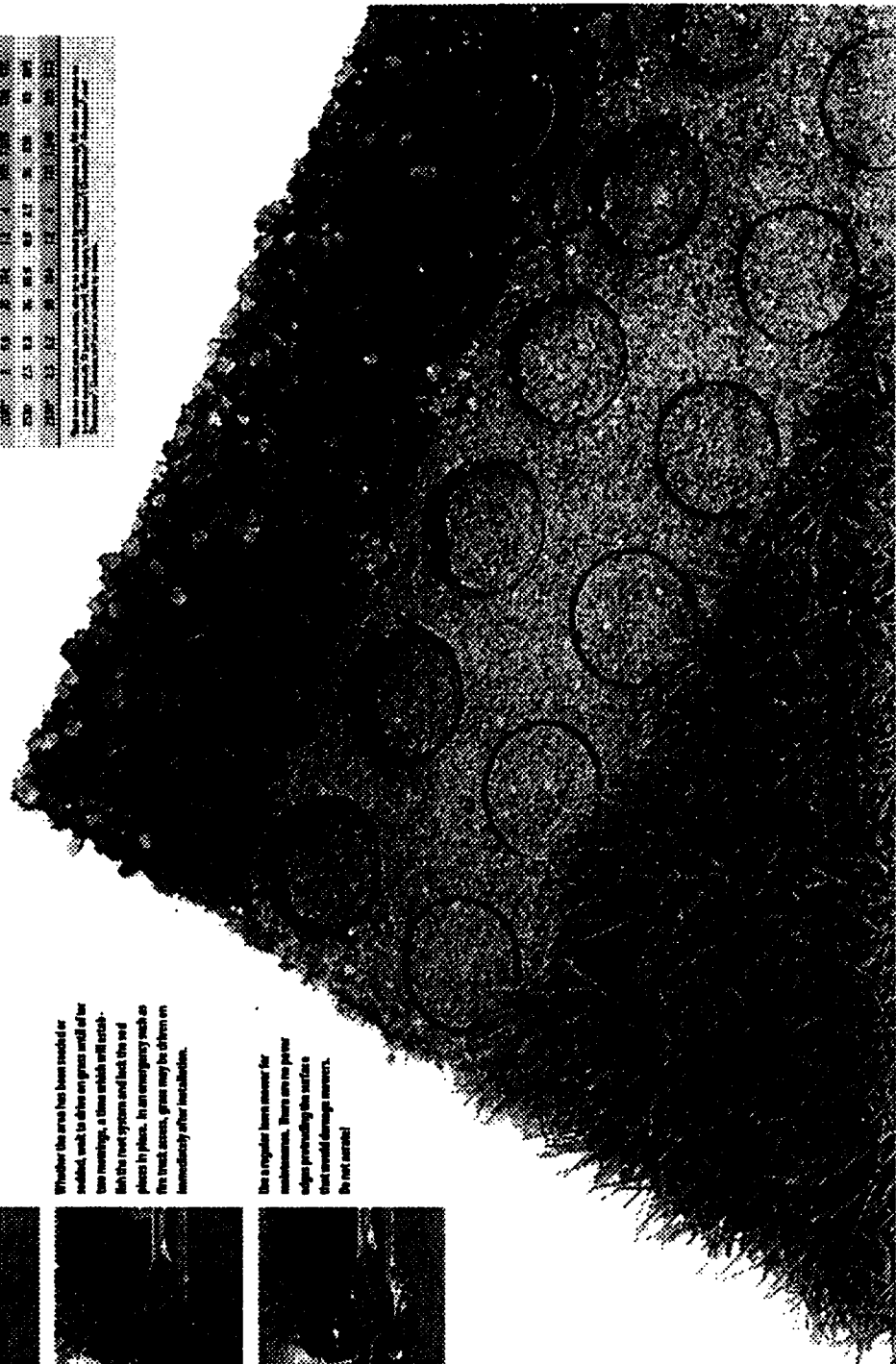


Larger rolls have pre-determined rollers — (1) 50' diameter green polyethylene rollers apply to Grasspave<sup>2</sup>, Grasspave<sup>2</sup> and Hydrogravel<sup>2</sup>. Custom rolls made available by request.

## Irreversible Structures — Standard Product Roll Sizes

Roll Size	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
Area (m <sup>2</sup> )	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0	11.0	12.0	13.0	14.0	15.0	16.0	17.0	18.0	19.0	20.0	21.0	22.0	23.0	24.0	25.0	26.0	27.0	28.0	29.0	30.0	31.0	32.0	33.0	34.0	35.0	36.0	37.0	38.0	39.0	40.0	41.0	42.0	43.0	44.0	45.0	46.0	47.0	48.0	49.0	50.0

Roll sizes are subject to change without notice. Contact your distributor for more information. Custom rolls available by request.



(continued from page 7)

ensures that the root system is well established. Seeding allows total customization of plant selection, and eliminates possible contamination of the root zone from clay based or high peat content sod, both problems with high use areas.

Our installations are hard to find because they are invisible! With so little plastic near the crown of the grass, the blades of grass are not washed by product. Root development is not interrupted from spreading laterally. The rings are strong and rigid, keeping grass root systems protected from harm. The roots grow directly downward and deeply into the sandy gravel base course. **Grasspave<sup>2</sup>** by Invisible Structures is, by far, the best possible "living" paving surface designed by a landscape architect.

**Base Course Design**

Calculating the depth and composition of materials for the base course incorporates the same design criteria as for other pavements:

- load bearing capacity of native (or fill) subsoil
- plasticity or impact of moisture on strength and longevity
- frost heave potential
- traffic load, frequency and/or duration.

**Sample Base Course Depths**

Please consult with a soils engineer for site-specific base requirements. Generally, the depth that is used under asphalt will be the requirement under **Grasspave<sup>2</sup>**. Golf courses and pedestrian traffic may require nothing or a sandy gravel soils, and just 2" in 4" (5-10 cm) over very weak soils. Cars usually need over very weak soils. Buses, trucks, and fire trucks can easily require 8" to 12" (20-30 cm) or more. The use of geotextiles, though not required, below the base will prevent integration with subsoils and is strongly advised in areas of clay or silt soils and frost heave.

**Filling Grasspave<sup>2</sup> with Topsoil is Unwise**

Remember that we are building a road-very with grass on the surface. Maintaining porosity for air and water movement is very important. When organic, clay or silt particles are in the rings, compaction can take place within the small cells, defeating the structure, and restricting access by air and water to roots. Growing grass in sand over a sandy gravel road base is more difficult to get established, but horticulturally and structurally it works! If roots should appear in a finished installation, topsoil has been used either under the rings or within the rings, contrary to installation instructions.

**Seeding Grasspave<sup>2</sup> is Popular**

In California and other temperate climate zones many of our installations are seeded. Waiting for a period of two mowings will

provides for good drainage at the surface and makes the firelane or parking area not only safer but more durable. Do a site inspection where the base is installed to ensure they are accurate and drainage is effective.

**92% Root Area and 100% Grass Coverage**

Large rolls for fast installation — 10 in 125 m<sup>2</sup>

- 92% root area for best grass growth.
- Strong rigid rings that conform to undulating terrain with flexible grid between rings
- 100% recycled post-consumer plastic
- Hydro-grow — polymer, fertilizer, soil amendment provided free
- Rolls can be cut and shaped with pruning shears

**CSI Grants Specification Number 0276 Paving — Recognition by CSI**

has helped establish legitimacy in the porous (grass and gravel) paving industry. New we can all agree on 0276! As designers expand their use and acceptance of porous paving, the industry will grow.

**Creativity With Hard Surface Pavers**

Ideas include: Combine **Grasspave<sup>2</sup>** with flush paths, paver markers of concrete in a firelane for pedestrian traffic, design elements or delineators, use brick pathways through the grass; fill tharings with other plant materials and ground covers; lay strips of concrete to define parking areas, especially handicapped parking; checkboards of grass and pavers or other patterns to be enjoyed from high-rise offices; design of company logos in the parking lots or firelanes with polymer-bounded coloration; narrow residential streets with guest parking on grass shoulders.

**Handicapped Parking and Ramps**

Because our system creates firm support in the grass, it is very acceptable as a wheelchair access surface. Pulling a suitcase with wheels across marble floors is much easier than pulling it across a **Grasspave<sup>2</sup>** grass surface by about the same amount. Care should be taken to adhere to our specifications and other use the existing method or sand-based and to attain a smoother profile. Less coarse grass mixtures will also increase the smoothness, as will maintaining a short blade cut.

**Porous Paving vs. Asphalt**

Currently asphalt is substituted for **Grasspave<sup>2</sup>** when the construction budget is cut. If comparisons are made product to product, asphalt is cheaper. However, when projects are large and the initial engineering of the site is begun with porous grass paving as the first choice, savings will be realized with reducing or eliminating storm water collection systems, detention basin areas, modifying grading requirements, and saving on maintenance resurfacing.

**Avoid Thin-Wall Web Systems**

Several companies market an occorion-shaped cellular confinement system for use as a porous pavement alternative. These structures were developed for the military to stabilize railroads in the vicinity to allow for short term access by military vehicles. The cells use a thin flexible wall to confine soils or aggregates, but are not able to effectively transfer loads vertically. The product price is attractive, but the cells are too large to prevent compaction forces, and disturbance of the upper root zone is inevitable, causing loss of turf.

**Environmental Pressures**

The pendulum has swung away from heightened concern over the environment, but it will soon swing back. In our immediate future there will be further willingness to improve water quality and clean air — both of which are benefits offered by **Grasspave<sup>2</sup>**. The installed system blocks grime, engine oils, filters silt and other

suspended particles, traps air-borne dust, produces oxygen, and allows for trees in parking lots while cooling the ambient air temperatures. Our "constructivist" world needs to be more agreeable to the human body.

Urban parking lots are pollutant hot spots, says U.S. Forest Service pilot-study director Gregory McPherson in a recent article in National Wildlife. "Rising from the cars is an invisible cloud of evaporating gasoline, which releases polluting hydrocarbons into the atmosphere. The hotter the cars, the faster the fuel evaporation."

Three USFS scientists report that "peak summer air temperatures can be 4-8 degrees cooler in lots that are well-shaded compared to those with no shade." They are also doing a pilot study of the effects of shade on gasoline evaporation from cars parked on asphalt. "Of the total hydrocarbon emitted into the atmosphere due to human activity, motor vehicle contributes about 30%, and parked cars supply almost 20% of the hydrocarbons that come from vehicles." **Grasspave<sup>2</sup>** allows more trees in parking areas — double cooling with grass and trees.

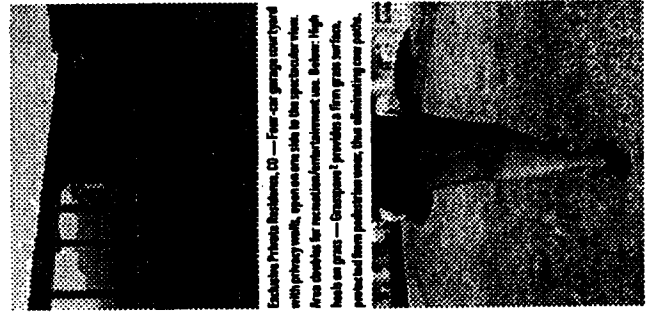
**Environmental Benefits**

**Grasspave<sup>2</sup>** offers the following environmental benefits per 100 m<sup>2</sup> (1,080 sq ft) of coverage:

- 410 lbs of recycled plastic consumed and kept out of landfills
- 6,710 gallons of rain water kept on site for every 10" of rainfall
- 22 adults supplied with oxygen for one year from turf (carbon dioxide gas converted)
- 1.7 tons of air conditioning offset annually from turf.

**Maintenance**

Irregular is required in dry climates for wearing grass. Any pop-up system can be used. Simply cut our rings to reveal the irrigation head. The use of **Hydro-grow** soil polymer quickly puts the **Grasspave<sup>2</sup>** installation on the same irrigation cycle as surrounding turf. Be careful not to over water as this will encourage shallow root development.



Establish Private Business, CA — Four-car garage converted with privacy walls, open area side to the spectacular view from double for recreation/entertainment use. Below: High back on grass — **Grasspave<sup>2</sup>** provides a firm grass surface, protected from pollution vents, then eliminating one path.

**Fertilizer** Fertilize once a year with an NPK slow release fertilizer that contains trace elements. There are many brands on the market. Do not aerial! You'll end up with product damage. When installed using sand in the rings, there will not be a compaction problem. Be careful not to use clay based soils in predriction or vehicular traffic areas — use sandy soil and, or seed and mulch. There seems to be no problem with and action for firm, loam, sodding a site will allow driving that same day if necessary.

**Snow Removal** Our clients have asked this by attaching skids to their plows. Fire departments require snow removal usually with storm dropping over 3". Consult with your local fire department for their guidelines.

**Shipping** We use three methods: UPS, Common Carrier, and Truck/Rail. Your quote will list the designated carrier that is best for your size order. Model 1010 rolls go UPS in quantities less than 1,200 of. Common Carrier is used for Models 1020, 1520, 2020, 2520 and larger. For orders of 3,000 sq ft (3,280 sq ft) or more we utilize Truck/Rail transportation — Model 2520 (2.5 meters high to max- imize trailer dimensions).

**Order Terms**

Since your schedule is tight, we usually stock inventory so that we can ship product to your site on the same day as financial arrangements are made. Discounts are given for pre-payment of your order — Mastercard, Visa, American Express, wire transfer. Federal Express a check — are all available. We also offer 30 day terms to those clients with approved credit. In rare instances, terms beyond 30 days are available.

Quantities larger than 200 sq ft (2,000 sq ft) should be reserved in advance through purchase orders. The more advance notice we have, the better we can meet your schedule.

**Installation Difficulties**

Should you perceive a problem with a Grasspave<sup>2</sup> installation, please call us immediately so that we can consult with you to resolve the issues and give you professional guidance.

**Thank You Customers**

Through your creativity and loyal support we continue to enjoy our relationships with you. We appreciate your faith and commitment to us, and look forward to a long and lasting friendship. Good luck with your wonderful projects. Let's hear from you more often.

Vicki and Bill Bobbehoff and the families of Invisible Structures



David Crawford, 1st Lt. USMC — Team Lead, USMC, and 1st Lt. USMC — Transporter leads use the area every June for the week-long event. Vehicle event! Get stuck in the mud!

**TECHNICAL SPECIFICATION SECTION 02795 — Porous Paving**

**PART 1 — GENERAL**

**1.01 General Provisions**  
A. The Conditions of the Contract and all Sections of Division 1 are hereby made a part of this Section.

**1.02 Description of Work**

- A. Work includes:
1. Provide and install sandy gravel materials as per Consultant Engineer's recommendations and/or as shown on drawings to provide adequate support for project design loads. See 2.02 Materials.
  2. Provide Grasspave<sup>2</sup> Paving System products including Grasspave<sup>2</sup> units, Hydrone<sup>2</sup> jet installation, and install/ tie per the manufacturer's instructions furnished under this section.
  3. Provide and install: base, abutment, and tie for the Grasspave<sup>2</sup> units, when needed.
- B. Related Work:
1. Submittal preparation under Section 02200 Earthwork
  2. Submittal design materials — Section 02110 Subsurface Drainage, when needed
  3. In-place installation — Section 02310 Irrigation, when needed.

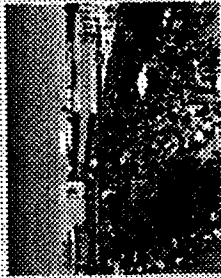
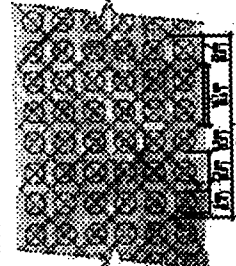


FIGURE 1.02-1. Grasspave<sup>2</sup> Paving System Installation

**1.03 Quality Assurance**

- A. Follow Section 01140 requirements.  
B. Installation: Perform only by skilled work people with adequate training and experience in installing porous paving projects of comparable size and quality.



Available in 9 roll sizes. Square weight 665 grams (16.4 oz) each. Layer — 100%. Base — 90% PG 100%. Strength — 602 light (6.70 psi).

**1.04 Submittals**

- A. Submit manufacturer's product data and installation instructions.  
B. Submit a 10' x 10' section of Grasspave<sup>2</sup> materials for review. Reviewed and accepted samples will be returned to the contractor.  
C. Submit request for letters for base course and seed fill materials.

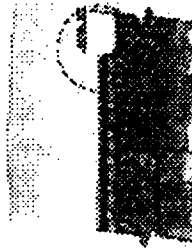
**1.05 Delivery, Storage, and Handling**

- A. Protect Grasspave<sup>2</sup> units from damage during delivery and store under wrap when time from delivery to installation exceeds one week. Keep Hydrone<sup>2</sup> in a dark and dry location.

**1.06 Project Conditions**

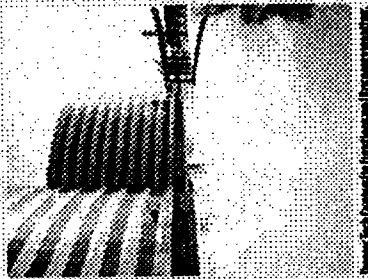
- A. Project installation procedures will coordinate Grasspave<sup>2</sup> work with other work scheduled. Grasspave<sup>2</sup> is installed at the same time as project ground installation, verify the tie-in conditions on-site.  
B. All hard surface paving adjacent to Grasspave<sup>2</sup> areas, including concrete walks and asphalt parking, must be completed prior to installation of Grasspave<sup>2</sup>.  
C. Cold weather:  
1. Do not use frozen materials or materials obtained or stored with ice or frost.  
2. Do not pour in fresh sand or wet, saturated or muddy subgrade.  
3. Grasspave<sup>2</sup> is best placed when ambient air temperatures exceed 55° F.  
D. Project partially completed paving, splash damage from other construction traffic, when work is in progress, and joint from rest system has measured (from 3 to 8 weeks), lay heavy

Completed sandy gravel need be placed above compacted subgrade. 95% modified proctor density Hydrone<sup>2</sup> spread before Grasspave<sup>2</sup> rolls are laid and filled with clean sharp sand.



when warranted, must still be accessible by emergency and fire equipment during and after installation.

H. Present owners' work and materials shall be protected from damage during Contractor's installation.



**PART 2 - PRODUCTS**

2.01 Availability

A. Manufacturer (Proposed):  
Hydrogreen Geotextiles Structures, Inc.  
20100 East 25th Drive, Aurora, Colorado  
80014-1100; Call from USA and Canada  
800-225-1414; Call from International  
303-973-4234; Fax 303-973-4224

B. Local Sales Representative (Contact Manufacturer)

2.02 Materials

A. Base Geotextile: Same as geotextile material from which geotextile is made.

B. Sealant: Same as geotextile material from which geotextile is made.

base geotextile material. The following items are required for the following items:

1.05	30%
1.06	30%
1.07	30%
1.08	30%

1. Source of the material (see "Availability" section) shall be "as received" or "as manufactured" material. The material shall be generally available in the area of the project.

2. Submittal materials should be ready to install in the field from 8.5 to 2.0 to provide adequate test area development for test.

3. Alternative materials with an equivalent strength, strength and/or chemical compatibility for base geotextile use, are allowed if they are tested with appropriate test methods and approved by the Engineer.

C. Rolled geotextile and base geotextile shall be stored in a dry area with the geotextile without being damaged.

B. Hydrogreen Conditions: A dry area with a minimum of 10% relative humidity and a maximum of 90% relative humidity. The polymer is non-durable and cannot be used in wet areas. The geotextile shall be stored in a dry area with a minimum of 10% relative humidity and a maximum of 90% relative humidity. The geotextile shall be stored in a dry area with a minimum of 10% relative humidity and a maximum of 90% relative humidity.

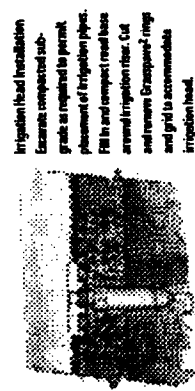
C. Geotextile Green Package Details

Lightweight injection-molded joints with 0.5 x 0.5 x 0.125 in (12.5 x 12.5 x 3.175 mm) mesh with balling rings taking from a strong green grid allowing maximum green soil penetration and development. The geotextile shall be 100% polypropylene recycled plastic resin, give minimum 100% elongation, 3% carbon black concentration and UV protection.

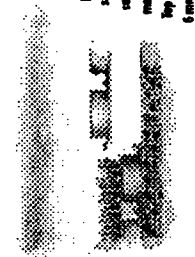
Load bearing capacity is equal to 400 lb/ft<sup>2</sup> (6,700 psi) when placed over a 4-inch depth of soil. Soil depth shall be 4 inches. Unit weight is 5.0 lb/ft<sup>3</sup> (128 kg/m<sup>3</sup>), volume is 8% void. Links will be aligned to pre-manufactured rolls from 1 meter (48") to 2.5 meters (8.2') wide. Contact Manufacturer for size options.

D. Sealant: Details shall always meet (minimum viscosity) 100 to 150 centipoise (cP) high range and spread between the rings when applied using 1/2" (12.7 mm) (0.5") thick and 1/2" (12.7 mm) diameter.

E. Green: Use geotextile resistant to heat by static electricity.



**Injection Head Installation**  
Concrete compacted sub-grade as required to permit placement of Injection pipe. Fill in and compact level base around Injection Head. Cut and remove Geotextile rings and grid to accommodate Injection Head.



**Cleanup of Geotextile, Ring and Link Attachment**  
Place above compacted sandy gravel base course. Seal and root mean to fill Geotextile. Top of gravel seal must be 6 mm (1/4") above top of ring.

Blue/Black/White color used for sub-base fields in northern climates and Yellow/Black/White color used in southern climates. Check with local seed and weed suppliers for approved materials. Disturbed surface can use same grass species used on surrounding turf.

Parking applications require ground water-reducing species prior to the general availability for seed spraying. Grasses are of the following type: 1. Seed: Use seed materials of the preferred species for local environment and approved species. 2. Seed: Use seed materials of the preferred species for local environment and approved species.

1. Seed: Use seed materials of the preferred species for local environment and approved species. 2. Seed: Use seed materials of the preferred species for local environment and approved species.

F. Mixture (Mixture only for seedling): Shall be of seed or grass with base with hydroseeding equipment. Mixture of organic plus fertilizer, etc., will not be acceptable because of their low retention holding capacity.

G. Fertilizer: A commercial "starter" fertilizer, with Guaranteed Analysis of 17-24-4, or as recommended by local grass supplier for light germination and root development.

H. Fertilizer: Same as Fertilizer. Fertilizer must be placed and applied to the surface and physical location with the placement of the grass, seeds, mulch, etc. Specific nitrogen, phosphorus and other details must be submitted with site approved by local fire authorities.

I. Geotextile Sign: A sign to identify the presence of Geotextile, stating that special maintenance is required.

Geotextile Sign: A sign to identify the presence of Geotextile, stating that special maintenance is required.

with the manufacturer's phone number, and results of available materials for other purposes shall be provided and located.

**PART 3 - EXECUTION**

3.01 Installation

It is recommended that Five Department Inspectors be scheduled to inspect installation of Geotextile during preparation of the sub-base, installation of the base course, and installation of Geotextile. Meet with project engineer and representatives of the Five Department Inspectors on the same day. Verify with Five Department Inspectors that all materials and methods are acceptable.

A. Excavate sub-grade and base course (excavated conditions, 5% to 10% below Geotextile, installation and satisfactory conditions are corrected. Check for quality of sub-base, minimum of sub-base thickness (if needed), properly compacted sub-base, etc., and hydraulic gradient.

B. Install base course (excavated conditions, 5% to 10% below Geotextile, installation and satisfactory conditions are corrected. Check for quality of sub-base, minimum of sub-base thickness (if needed), properly compacted sub-base, etc., and hydraulic gradient.

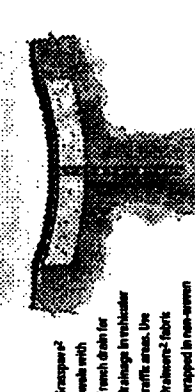
3.02 Preparation

(Ensure that sub-base materials are accurately adequate to receive designed base course, seeding water, and designed joints. Ensure that grading and soil permeability of the sub-base will provide adequate sub-base drainage.)

A. Place base course material over prepared sub-base in the prescribed place, in 10% to 15% excess (10" over 80'), depending on local conditions or 85% Maximum Permeable Layer 25 mm (1") for Geotextile units and installed fill in Road Grade.

B. Spread all Hydrogreen over prepared sub-base in 10% to 15% excess (10" over 80'), depending on local conditions or 85% Maximum Permeable Layer 25 mm (1") for Geotextile units and installed fill in Road Grade.

Hydrogreen rate should be placed immediately before installing



**Geotextile**  
Fresh drain for drainage in traffic areas. Use drainage fabric (as required) for drainage in non-traffic areas (as required).





Install Drain/Filter, North, CA — Precast concrete (swampy) not correct (old) lines which restrict the travel lanes. The grass filter strips maintain an approach appearance while still providing safe, secondary access by the truck.

align and each corner starting from established corners (minimum of 3 levels). Staked areas must be protected from any traffic, either from temporary vehicles, or a series of 3 or 4 posts or until the rest system has penetrated and established grass with below the Crasped® units.

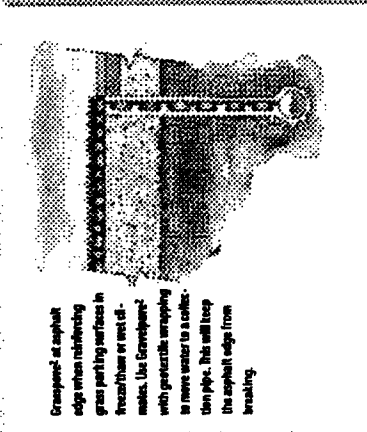
C. Install mesh (25 to 35 mesh) and post (see rings, with 1/2" x 1/2" joints between and across. Verify the dot size rings with other or plain, with and by meter deviation, until the bottom of each mesh is level of cover (usually 3 to 4 inches with vibration). Protect from traffic for minimum period of 1 week.

**3.05 Cleaning**

A. Remove and replace segments of Crasped® with where areas are adjacent to rings and broken or damaged, repositioning as specified, or no vehicles or equipment in operation.

B. Perform cleaning during the installation of work, and upon completion of the work. Remove all excess materials, debris and equipment from site. Repair any damage to adjacent materials and surfaces resulting from installation of this work.

If you have any questions regarding this specification, please call Interstate Structures, Inc. 1-800-223-1511, or contact our sales representative at 303-573-1256.



Crasped® at asphalt edge when installing grass parking surfaces in residential or industrial areas. The Crasped® units, the Crasped® mesh, the Crasped® post, the mesh and the post will keep the asphalt edge from cracking.

the Crasped® units to ensure that the polymer does not become wet and expanded when installing the units.

**3.03 Installation of Crasped® Units**

A. Install the Crasped® units by placing units with rings in the end of ring gaps and holes provided to maintain proper spacing and backfill the units. Units can be easily shaped with sawing chains or tools. Units placed on curves and slopes shall be secured to the base shown, using 1/2" Ashbars, or 1/2" Crasped® mesh with bolts, washers, as required to provide units in place. Top of rings shall be flush with the surface of adjacent backfill or pavement.

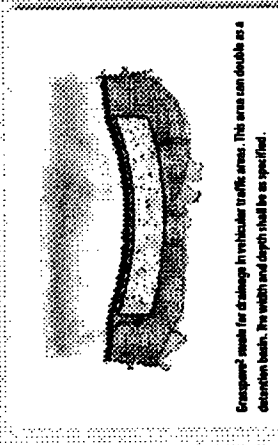
B. Install sand in rings by "backfilling" directly from a dump truck or from backhoe mounted on tractor, which then will then be driven over edge already filled with sand. The sand to be spread laterally from the pile using the backhoe's wheels or roller with "uphill wheel" as fill the rings. A roller backhoe should be used for that "backfilling" of the sand. The sand must be "compacted" by using water from hose, or program backhoe or similar, with the front grade no less than three top of rings and no more than 8" (205) above top of rings.

**3.04 Installation of Grass**

Choose one paragraph below to meet grass installation method selected.

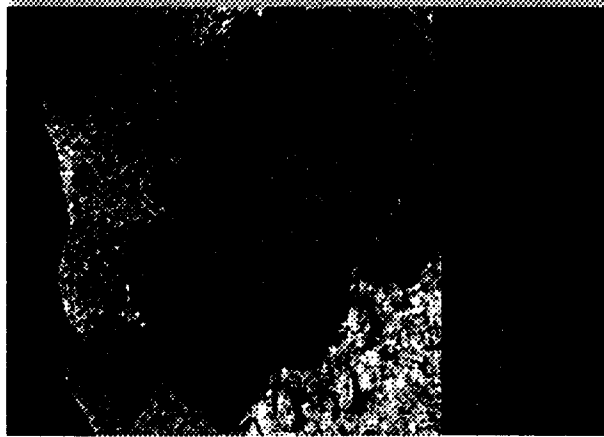
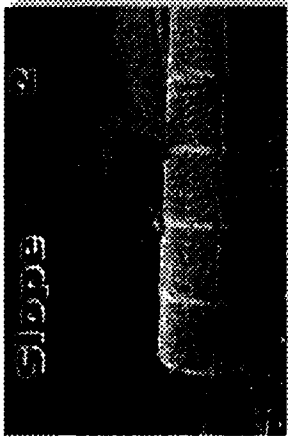
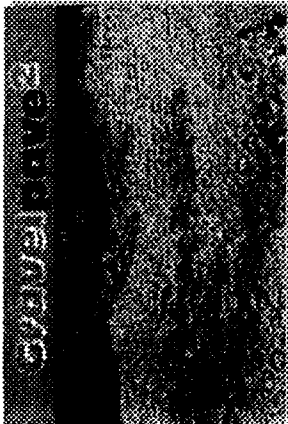
A. Install grass seed and moist over seed-filled rings with cover material hydroseeding equipment, at rates shown on plans and per manufacturer's recommendations. Coverage must be uniform and complete. Following germination of the seed, areas with big germination larger than 20 cm (8" x 8") must be reseeded before daily. Seeded areas must be watered, fertilized and kept moist during development of the turf plants (1 to 3 months).

B. Install this seed for "seeded soil" directly over seed-filled rings (fill to top of rings) on top of the rings. Seed sprayer should be placed with very slight pressure. Seeded areas must be fur-



Crasped® needs for drainage in vehicular traffic areas. This area can double as a detention basin. The width and depth shall be as specified.

Invisible Structures, Inc. family of other products for site improvement.



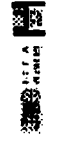
20100 E. 35th Drive, Aurora, CO 80011-8160

800-233-1510 • Fax: 800-233-1522

Overseas and locally: 303-373-1234 • Fax: 303-373-1223

[www.invisiblestructures.com](http://www.invisiblestructures.com)

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RETURN TO:  
★ THE CLOSING AGENT  
11 N. SUMMERLIN AVE.  
ORLANDO, FL 32801  
407-425-3480



This document prepared by: Kenneth F. Howard  
The Closing Agent, Inc.  
33 W. Summerlin Ave.  
Orlando, FL 32801

INSTR 20030130634

OR BK 06814 PG 3734  
MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
03/06/2003 11:03:16 AM  
DEED DOC TAX 4,200.00  
REC FEE 6.00  
LAST PAGE

Parcel ID Number: 17-23-28-9336-03-590  
Grantor #1 TIN:  
Grantor #2 TIN:

### Warranty Deed

This Indenture, Made this 28th day of February, 2003 A.D. Between  
R. Warren Shelor, a single man

of the County of Duval, State of Florida, grantor, and  
Simon Fairbrother and Faith Fairbrother, husband and wife

whose address is: 402 Walker Street, Oakland, FL 34760

of the County of Orange, State of Florida, grantees.

Witnesseth that the GRANTOR, for and in consideration of the sum of  
Six Hundred Thousand and no/100----- DOLLARS,  
and other good and valuable considerations to GRANTOR is hereby acknowledged, has  
granted, bargained and sold to the said GRANTEEES and GRANTEEES' heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of ORANGE, State of Florida to wit:  
Lot 359, PLAT OF WINDERMERE, according to the plat thereof, recorded  
in Plat Book G, Pages 36 through 39, of the Public Records of Orange  
County, Florida.

Subject to restrictions, reservations and easements of record, if  
any, and taxes subsequent to 2002.

BOOK 06814

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whatsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Kevin P. Dickey  
Printed Name: Kevin P. Dickey  
Witness

R. Warren Shelor (Seal)  
Printed Name: R. Warren Shelor  
P.O. Address: 3408 S. 3rd Street, Unit 302B  
Jacksonville Beach, FL 32258

Rebecca Lewis  
Printed Name: Rebecca Lewis  
Witness

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 28th day of February, 2003 by  
R. Warren Shelor, a single man

he is personally known to me or he has produced his Florida driver's license as identification.



Barry L. Miller Barry L. Miller  
Commission # 20014172 Notary Public  
Expires Sep. 17, 2006 My Commission Expires 09/17/06  
Sounded Yea  
Atlantic Bonding Co., Inc.  
1000 N. W. 10th Street, Ft. Lauderdale, FL 33304


C3-01-06

Parcel Identification No.: 17-23-28-9336-02-650

THIS DOCUMENT PREPARED BY: *Belkis Ortiz*  
SunTrust Bank, Central Florida, N.A.  
200 S. Orange Avenue- 10th Floor  
Orlando, Florida 32801

Orange Co FL 2000-0474348  
11082000 08:36:50am  
DR BK 6125 Pg. 3695  
Rec 10.50 DSC .70

AFTER RECORDING, RETURN TO:

 SunTrust Bank  
Trust Real Estate Department  
Post Office Box 3838  
Orlando, Florida 32802

TRUSTEE'S DEED

THIS INDENTURE, made this 11<sup>th</sup> day of October, 2000, between SunTrust Bank, (f/k/a SunTrust Bank, Central Florida, N.A., and Sun Bank, National Association) as Trustee of the DORIS MANESS HILSMAN REVOCABLE TRUST created by Agreement dated July 17, 1990, whose address is Post Office Box 3838, Orlando, Florida 32802 (the "Grantor") to JOHN EDWARD HILSMAN, as to an undivided one-half (1/2) interest and GUY HAMILTON HILSMAN as to an undivided one-half (1/2) interest, as tenants in common without right of survivorship, whose address is 324 E. 4<sup>th</sup> Avenue, Windermere, Florida 34786. (the "Grantee").

(Whenever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has released, remised and quitclaimed and by these presents does hereby release, remise and forever quitclaim unto the Grantee, his heirs and assigns forever, all right, title, interest, claim and demand which Grantor has in and to the land situated in Orange County, Florida, described herein below (the "Property"):

Lot 265, WINDERMERE, as per Plat thereof recorded in Plat Book G, Pages 36 to 39, Public Records of Orange County, Florida

TO HAVE AND TO HOLD the same, together with all the tenements, hereditament and appurtenances thereto belonging or in anywise appertaining.

AND the Grantor covenants to and with the Grantee that the Grantor is the duly appointed, qualified and acting Trustee, and in all things preliminary to and in and about the sale and conveyance of the property described above, the terms, conditions and provisions of the Trust Agreement and the



INSTR 20030705822  
OR BK 07223 PG 2988  
MARTHA G. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
12/09/2003 10:51:25 AM  
DEED DOC FAX 7,350.00  
REC FEE 6.00  
LAST PAGE

Property Appraisers Parcel No:  
17-23-28-9336-03-570  
Grantee(s) Social Security No.

THIS WARRANTY DEED made on December 5, 2003  
Victor V Laxson, Sr. and Hazel J Laxson, husband and wife

hereinafter called Grantor, to  
Keena Rene Lee, a single woman

hereinafter called Grantee, and whose post office address is:  
325 Magnolia Street, Windermere, FL 34786

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00  
and other valuable considerations, receipt whereof is hereby acknowledged, hereby  
bargains, sells, aliens, conveys, releases, conveys and confirms unto the Grantee  
all that certain land situate in Orange County, Florida, viz:

Lot 357, Plat Of Windermere, according to the plat thereof as recorded in  
Plat Book G, Page 36, of the Public Records of Orange County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto  
belonging or in any wise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is  
lawfully seized of said land in fee simple; that the Grantor has good right and  
lawful authority to sell and convey said land and hereby warrants the title to  
said land and will defend the same against the lawful claims of all persons whomso-  
ever, and that the land is free of all encumbrances, except taxes for the current  
year and subsequent years, restrictions, limitations, covenants, and easements of  
record, if any.

Witnessed by:

Carmen L. Villalona  
Carmen L. Villalona

Printed/typed name of above witness

Richardine Maffett  
Richardine Maffett

Printed/typed name of above witness

State of Florida  
County of Orange

Victor V Laxson, Sr (LS)  
Victor V Laxson, Sr  
Address: 5619 Bayside Dr, Orlando  
FL 32819

Hazel J Laxson (LS)  
Hazel J Laxson  
Address: 5619 Bayside Dr.  
Orlando FL 32819

The foregoing instrument was acknowledged before  
me on December 5, 2003 by Victor V Laxson, Sr. and Hazel J Laxson,  
husband and wife

who is/are personally known to me or who has/have produced valid photo identification  
as identification.

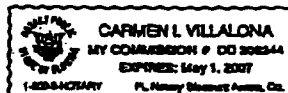
(SEAL)

870-0312693

Carmen L. Villalona  
Notary Public Carmen L. Villalona  
Type/print name of Notary:  
My commission expires:

This instrument prepared by: Carmen L. Villalona, an Employee of  
LANDAMERICA GULFATLANTIC TIT 7682 Dr. Phillips Blvd., Suite C  
Orlando, Florida 32819

[twvd]



# Univers Land Title, Inc.

This Instrument Prepared by:  
**CINDY BOYLE**  
7206 Sand Lake Road, Suite 206  
Orlando, FL 32819  
(407) 345-0774 Fax (407) 354-1266

WARRANTY DEED  
INDIVIDUAL TO INDIVIDUAL  
Orange Co FL 2000-0367841  
08302000 11:00:28am  
DR Bk 6077 Pg 2296  
Rec 6.00 DEC 2, 800.00  
Recorded - Martha D. Haynie

Property Appraisal Parcel I.D. (Pala) Number(s):  
17-23-28-9336-02600  
Grantor(s) S.S.#(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

**This Warranty Deed Made the 17TH day of AUGUST A.D. 2000 by DANIEL J. CAVALLO AND ALICE P. CAVALLO, HIS WIFE**

hereinafter called the grantor, to JOHN ROOT AND CAROL ROOT, HUSBAND AND WIFE

whose postoffice address is 327 5TH AVE. EAST hereinafter called the grantee: WINDERMERE, FL 34786

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH:** That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, recite whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Orange County, Florida, viz:

Lot 260, PLAT OF WINDERMERE, according to the Plat recorded in Plat Book G, pages 36 through 39, as recorded in the Public Records of Orange County, Florida; said land situate, lying and being in Orange County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple, that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1999, restrictions, reservations, covenants and easements of record, if any.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature  
CINDY J. BOYLE

Witness Signature  
AMANDA ROBERTS

Printed Signature

Witness Signature

Printed Signature

Witness Signature

Printed Signature

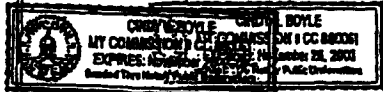
Daniel J. Cavallo  
DANIEL J. CAVALLO  
326 Palm St.  
Post Office Address  
Windermere FL 34786

Alice P. Cavallo  
ALICE P. CAVALLO  
Same  
Post Office Address

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared DANIEL J. CAVALLO AND ALICE P. CAVALLO, HIS WIFE who is/are personally known to me or who has produced as identification and who did ~~not~~ take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17TH day of AUGUST A. D. 2000



[Signature]  
Notary Signature

Printed Notary Signature Title or Rank  
My Commission Expires: Serial Number, if any:

58666

FEB 9 4 40 PM '66

C.R. 1517 121

225  
P.A.

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

WINDERMERE, HAINES & WARD  
Attorneys at Law  
P. O. Box 250  
WINTER PARK, FLORIDA

# Warranty Deed

(STATUTORY FORM - SECTION 689.02 F.S.)

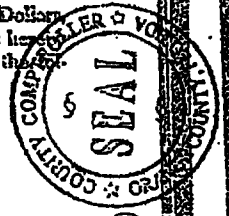
This Indenture, Made this ninth day of February, 1966, Between  
J. L. SHAW and MAMIE O. SHAW, his wife,  
of the County of Orange, State of Florida, grantor, and  
ARTHUR WARREN HURLEY, JR. and SUE S. HURLEY, his wife,  
whose post office address is Magnolia Street, Windermere,  
of the County of Orange, State of Florida, grantees.

Witnesseth, That said grantor, for and in consideration of the sum of  
TEN AND 00/100 Dollars  
and other good and valuable considerations to said grantor in hand paid by said grantees, the receipt whereof is hereby  
acknowledged, has granted, bargained and sold to the said grantees, and grantees' heirs and assigns forever, the fol-  
lowing described land, situate, lying and being in Orange County, Florida, to-wit:

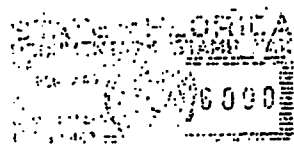
60.00  
27.00

Lot 358 of WINDERMERE as per plat thereof,  
according to Plat Book G, Page 36, Public  
Records of Orange County, Florida.

Subject to taxes for the year 1966 and  
subsequently payable.



PLEASE RETURN TO  
WINDERMERE, HAINES & WARD  
P. O. BOX 250  
WINTER PARK, FLORIDA



UNITED STATES  
INTERNAL REVENUE  
DOCUMENTARY  
STAMP  
0 2 7 2 3  
STATE OF FLORIDA  
I HEREBY CERTIFY that this is a copy of  
this document as recorded in this office.  
MARTHA D. HAYNE, COUNTY CONTROLLER  
By *Arthur Warren Hurley, Jr.*

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful  
of all persons whomsoever.

\* "Grantor" and "grantees" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above  
Signed, read and delivered in my presence

*Arthur Warren Hurley, Jr.*  
Notary Public

*J. L. Shaw* (Seal)  
*Mamie O. Shaw* (Seal)

STATE OF FLORIDA  
COUNTY OF ORANGE  
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally  
appeared J. L. SHAW and MAMIE O. SHAW, his wife,

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before  
me that they executed the same.  
WITNESS my hand and official seal in the County and State last aforesaid this 9th day of February  
1966

My commission expires  
NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXPIRES FEB. 7, 1967  
RECORDED & INDEXED  
Clerk of



579159 MAR 28 4 59 PM 1963 D.R. 1180 P. 251

WARRANTY DEED  
CREW'S FORM NO. 1

Manufactured and for sale by the H. E. W. S. DeWitt Company  
Jacksonville, Florida

This Warranty Deed Made the 26th day of March A. D. 1963 by

EMMA E. TYNDALL, a widow

hereinafter called the grantor, to GEORGE R. TYNDALL, and SARAH FRANCES TYNDALL,  
his wife

whose postoffice address is 1120 East Highway 50, Winter Garden, Florida  
hereinafter called the grantees:

Whereas said herein the term "grantor" and "grantee" include all the parties to this instrument and  
the heirs, legal representatives and assigns of individuals and the directors and assigns of corporations

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other  
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, re-  
leases, conveys and confirms unto the grantees, all that certain land situate in Orange  
County, Florida, viz:

Lots 261 and 262 of Town of Windermere, according to the plat  
thereof as recorded in Plat Book "G", Page 36 of the Public  
Records of Orange County, Florida.

The said grantor hereby specifically reserves unto herself the  
right to occupy said described premises during her lifetime; and  
likewise reserves unto herself all profits of any nature whatso-  
ever derived from said described property during her lifetime.

Subject to that certain mortgage executed by Emma E. Tyndall, a  
widow, in favor of the First Federal Savings & Loan Association  
of Orlando, in the original principal sum of \$12,000.00, dated  
March 3, 1960 and filed in Official Records Book 701, Page 112,  
Public Records of Orange County, Florida, which the Grantees  
herein assume and agree to pay.

Subject to restrictions and easements of record if any.

Together with all the covenants, limitations and appurtenances thereto belonging or in any  
wise appertaining

To Have and to Hold, the same to the simple forever

And the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land  
in fee simple, that the grantor has good right and lawful authority to sell and convey said land; that the  
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of  
all persons whomsoever; and that said land is free of all encumbrances, except taxes in arrear subsequent  
to December 31, 1962.

RECORDED & RECORD VERIFIED

*John H. Powell* Clerk of  
Circuit Court, Orange Co., Fla.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year  
first above written.

*William M. Michel*  
Keta M. Mate

*Emma E. Tyndall*



STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly  
authorized in the State aforesaid and in the County aforesaid to take  
acknowledgments, personally appeared

EMMA E. TYNDALL, a widow,



to me known to be the person described in and who executed the  
foregoing instrument and she acknowledged before me that she  
executed the same.  
Witness my hand and official seal in the County and  
State aforesaid this 26th day of  
March, A. D. 1963.

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
ORANGE COUNTY  
2220  
P.D. 12308



STATE OF FLORIDA  
I HEREBY CERTIFY that this Warranty Deed  
this document is recorded by this office.  
MARTHA O. HAYNE, COUNTY CLERK  
*Martha O. Hayne* 6/17/63





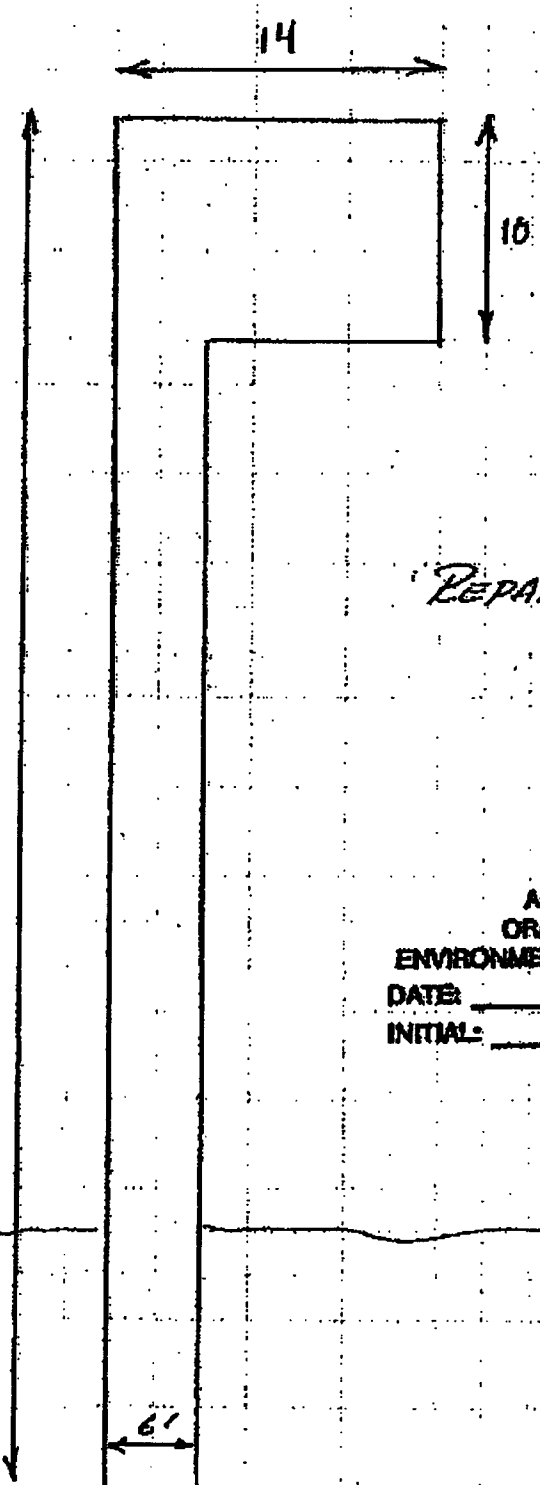


# HODGSKIN Outdoor Living, Inc.

• Florida's Finest Custom Built •

810 East Wallace St. • Orlando, Florida 32809  
Phone: (407) 857-1600 • Fax: (407) 857-0907

JOB Warren Shelton  
SHEET NO. 305 MAGNOLIA ST  
CALCULATED BY \_\_\_\_\_ DATE \_\_\_\_\_  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
SCALE \_\_\_\_\_



*REPAIRS EXISTING.*

JOB COPY  
Approved Plans  
Orange County  
Building Division

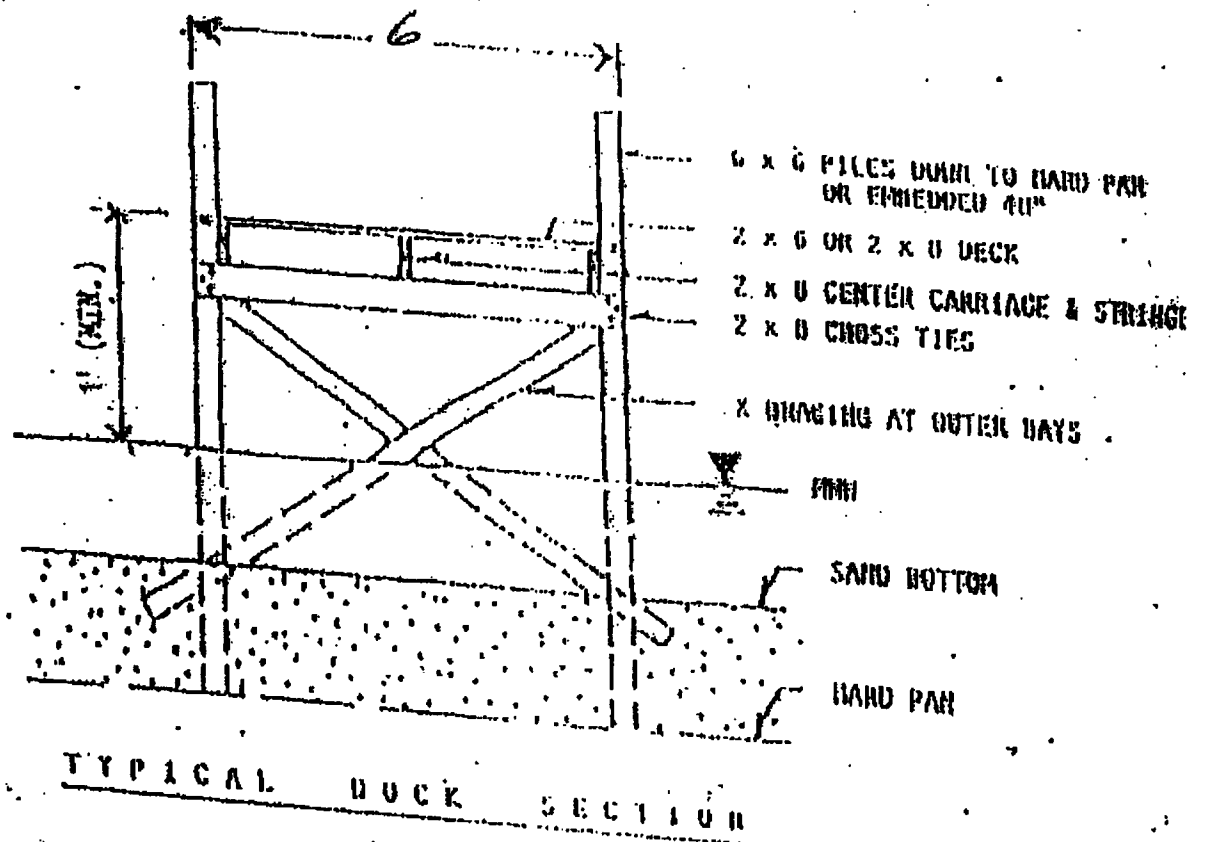
Bush  
Approved By  
6/23/99  
Date  
R99009370

This Approval does not grant permission to violate any applicable code. Encroachment of any part of this improvement can result in a cloud on the title of this property. Keep this plan on the job site at all times.

APPROVED BY  
ORANGE COUNTY  
ENVIRONMENTAL PROTECTION DIV.  
DATE: 6-18-99  
INITIAL: W

99.5

PLA 0723



**HODGSKIN**  
**OUTDOOR LIVING**  
 INCORPORATED  
 FLORIDA'S FINEST  
 CUSTOM HUNT

APPROVED BY  
 ORANGE COUNTY  
 ENVIRONMENTAL PROTECTION DIV  
 DATE: 6-18-95  
 INITIAL: [Signature]

*Sheldon*  
 305 MAGNOLIA

PLA 0722

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA

JEFFREY W. DEANE, DAVID J. SHARPE,  
KERRY L. SHARPE, MARK S. MCKEE,  
ELIZABETH D. MCKEE, JAMES RAY MEEKS,  
OUIDA MEEKS, MATTHEW E. SULLIVAN,  
STACY K. SULLIVAN, FRANKLIN W. CHASE,  
ELLEN S. CHASE, MARK W. KESSLER,  
ELEX R. SCROGGINS, DEBORAH V.  
SCROGGINS, GREGG DOBBS, and  
LOURA DOBBS;

Plaintiffs,

v.

TOWN OF WINDERMERE, FLORIDA;  
STATE OF FLORIDA; WINDERMERE  
IMPROVEMENT COMPANY and  
WINDERMERE CLUB COMPANY,

Defendants.



INSTR 20060719569  
OR BK 08945 PG 3279 PGS=36  
MARTHA G. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
10/31/2006 02:28:45 PM  
REC FEE 307.50

CASE NO: 04 CA 10519  
DIVISION: 40

FILED  
IN  
COURT

CONSENT FINAL JUDGMENT

THIS CAUSE comes before the Court on the Joint Stipulation and Motion for Entry of Consent Final Judgment filed by the DEFENDANT, TOWN OF WINDERMERE, (hereinafter "TOWN"), and the PLAINTIFFS, JEFFREY W. DEANE, DAVID J. SHARPE, KERRY L. SHARPE, MARK S. MCKEE, ELIZABETH D. MCKEE, JAMES RAY MEEKS, OUIDA MEEKS, MATTHEW E. SULLIVAN, STACY K. SULLIVAN, FRANKLIN W. CHASE, ELLEN S. CHASE, MARK W. KESSLER, ELEX R. SCROGGINS, DEBORAH V. SCROGGINS, (collectively referred to as the "LAKEVIEW PLAINTIFFS"), and the Plaintiffs, GREGG DOBBS, and LOURA DOBBS (collectively referred to as the "LAKEFRONT PLAINTIFFS").

Document recorded as presented.  
Orange County, FL Comptroller

Having reviewed the Joint Stipulation and Motion for Entry of Consent Final Judgment and being fully advised in the premises, the parties' motion is hereby **GRANTED**. Accordingly, it is hereby **ORDERED AND ADJUDGED** as follows:

1. Pursuant PLAINTIFFS' claims for Declaratory Relief, the Court hereby **DECLARES** that:

A. In 1921, The Windermere Improvement Company recorded a Re-Plat of the TOWN OF WINDERMERE labeled "PLAT OF WINDERMERE" in Plat Book G36-39 of the Public Records of Orange County, Florida, (hereafter "1921 Town Plat"), a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

B. The face of the 1921 Town Plat shows a network of public right-of-ways and numbered interior, lakeview and lakefront lots with demarcated boundary lines.

C. The 1921 Town Plat did not reserve any right, title, interest or reversionary rights in The Windermere Improvement Company (or its successors or assigns) in the land in the public right-of-ways shown on the face of the 1921 Town Plat.

D. Upon recordation of the 1921 Town Plat in the public records of Orange County, Florida, the dedicator, The Windermere Improvement Company, divested itself of all right, title and interest in the land in the public right-of-ways shown on the Town's 1921 Plat.

E. The recording of the 1921 Town Plat in the public records constituted an offer to dedicate to the public a right-of-way easement over all the land in all the right-of-ways shown in the 1921 Town Plat.

F. The 1921 Town Plat dedicated to the public a right-of-way which runs along a portion of the shore of Lake Bessie labeled as "East Boulevard" (hereafter "subject Public Right-of-Way"). The LAKEVIEW PLAINTIFFS own lakeview lots located along the western border of the subject Public Right-of-Way between Ninth and Eleventh Avenues. The LAKEFRONT PLAINTIFFS own a lakefront lot located adjacent to the southern edge of Eleventh Avenue.

G. The face of the 1921 Town Plat marks the borderline of subject Public Right-of-Way with a single line and precise radius measurements at the edges of PLAINTIFFS' lots, and marks the eastern borderline of the subject Public Right-of-Way at the shore of Lake Bessie with parallel, wavy lines.

H. Under Florida law, by marking the eastern border of the subject Public Right-of-Way with parallel, wavy lines at the shoreline of Lake Bessie, the 1921 Town Plat dedicated to the public the riparian rights incident to the land under the subject Public Right-of-Way.

I. The TOWN and public repeatedly accepted all offers of dedication under the 1921 Town Plat by formal acts and through actual use, including acceptance of the subject Public Right-of-Way and riparian rights incident thereto.

J. The TOWN holds both a public right-of-way easement over all land in the subject Public Right-of-Way and the riparian rights on and in connection with the land in the subject Public Right-of-Way in trust for the use and enjoyment of all TOWN residents and members of the general public, subject to lawful regulation by the appropriate public bodies with jurisdiction to the extent permitted by this Final Judgment.

K. The TOWN holds the exclusive riparian rights on the land in the subject Public Right-of-Way which abuts the ends of Tenth and Eleventh Avenues as shown on the Town's 1921 Plat to the full width of the rights-of-way over Tenth and Eleventh Avenues, (hereafter "Town's exclusive riparian rights"). The TOWN holds non-exclusive riparian rights on the land in the subject Public Right-of-Way located between the easterly edges of the LAKEVIEW PLAINTIFFS' respective lots and Lake Bessie, (hereafter "Town's non-exclusive riparian rights").

L. The Town's right-of-way easement rights over all land in the subject Public Right-of-Way, subject to lawful regulation by the appropriate public bodies with jurisdiction, are limited to the rights of:

- i. ingress and egress, including without limitation walking, bike riding and jogging;
- ii. maintenance;
- iii. installation, operation, maintenance, of
  1. trails with surfaces of grass, organic ground cover or a "grass paving system" that provides sufficient load bearing and stability characteristics for travel by pedestrians and bikes (general examples of which are attached hereto as Exhibit "B");
  2. streets;
  3. underground utilities and ancillary equipment; and
  4. culverts, drains, sluices, ditches, water storage areas, berms, embankments, slopes and retaining walls.

M. In addition to the Town's right-of-way easement rights set forth in paragraph 1(L), *supra*, the Town's exclusive riparian rights on the land in the subject Public Right-of-Way which abuts the ends of Tenth and Eleventh

Avenues include, subject to lawful regulation by the appropriate public bodies with jurisdiction, the rights of:

- i. maintenance;
- ii. access to the waters of Lake Bessie;
- iii. swimming;
- iv. fishing;
- v. installation, operation, maintenance and use of public docks (which may include covers or roofs); signage, including without limitation "No Parking" signs; and vegetation; and
- vi. all other riparian rights defined by law.

N. In addition to the Town's right-of-way easement rights set forth in paragraph 1(L), *supra*, the Town's non-exclusive riparian rights on the land in the subject Public Right-of-Way located between the easterly edges of the LAKEVIEW PLAINTIFFS' respective lots and Lake Bessie, subject to lawful regulation by the appropriate public bodies with jurisdiction, are limited to the rights of:

- i. maintenance;
- ii. access to the waters of Lake Bessie;
- iii. swimming; and
- iv. fishing.

O. The Town's rights in the land in the subject Public Right-of-Way located between the easterly edges of the LAKEVIEW PLAINTIFFS' respective lots and Lake Bessie and the Town's non-exclusive riparian rights do not include the rights to install benches, picnic tables, trash cans, swings, boat docks or, boat launching facilities, nor the right to launch or beach boats on the shore.

P. In order to help maintain the peace and avoid trespasses on the LAKEVIEW PLAINTIFFS' lots, the LAKEVIEW PLAINTIFFS and the TOWN agree to work together in good faith to select and locate markers to be installed along the edges of the subject Public Right-of-Way abutting the LAKEVIEW PLAINTIFFS' lots in order to provide reasonable notice to all persons using the land in the subject Public Right-of-Way of the location of the LAKEVIEW PLAINTIFFS' property lines. The markers shall be of reasonable size and cost. Accordingly, within one hundred and twenty (120) days after the date of this order, the LAKEVIEW PLAINTIFFS and the TOWN shall reach agreement on the form and location of the subject markers and the TOWN shall thereafter install the markers as soon as practicable, but in no event later than one hundred and twenty (120) days of the parties' agreement thereon. The Town hereby agrees and acknowledges that a PLAINTIFF'S payment for and installation of a one (1) to two (2) foot fence will satisfy the requirements of this paragraph.

Q. PLAINTIFFS hold deeds to lots contained in the 1921 "PLAT OF WINDERMERE," recorded in Plat Book G36-39 of the public records of

Orange County, Florida. Specifically, PLAINTIFFS' hold deeds to lots contained in the Town's 1921 Plat with the following legal descriptions:

- i. Lot 45, PLAT OF WINDERMERE, as per Plat thereof recorded in Plat Book G, Pages 36 through 39, Public Records of Orange County, Florida.
- ii. Lot 50, PLAT OF WINDERMERE, as per Plat thereof recorded in Plat Book G, Pages 36 through 39, Public Records of Orange County, Florida.
- iii. Lot 51, PLAT OF WINDERMERE, as per Plat thereof recorded in Plat Book G, Pages 36 through 39, Public Records of Orange County, Florida.
- iv. Lot 52, PLAT OF WINDERMERE, as per Plat thereof recorded in Plat Book G, Pages 36 through 39, Public Records of Orange County, Florida.
- v. Lot 53, PLAT OF WINDERMERE, as per Plat thereof recorded in Plat Book G, Pages 36 through 39, Public Records of Orange County, Florida.
- vi. Lot 54, PLAT OF WINDERMERE, as per Plat thereof recorded in Plat Book G, Pages 36 through 39, Public Records of Orange County, Florida.
- vii. Lot 92 and 93, PLAT OF WINDERMERE, as per Plat thereof recorded in Plat Book G, Pages 36 through 39, Public Records of Orange County, Florida.
- viii. Lot 94 and 95, PLAT OF WINDERMERE, as per Plat thereof recorded in Plat Book G, Pages 36 through 39, Public Records of Orange County, Florida.
- ix. Lot 96, PLAT OF WINDERMERE, as per Plat thereof recorded in Plat Book G, Pages 36 through 39, Public Records of Orange County, Florida.

R. True and correct copies of PLAINTIFFS' deeds are attached hereto as Composite Exhibit "C" and incorporated herein by reference.

S. The LAKEVIEW PLAINTIFFS do not hold deeds that expressly convey to them any right, title or interest in the land in the subject Public Right-of-Way abutting their respective lots or the riparian rights incident to this land; however, based upon the unique facts and circumstances of this case, the LAKEVIEW PLAINTIFFS hold the underlying fee simple interest in the discrete sections of land under the subject Public Right-of-Way located between the easterly edges of the LAKEVIEW PLAINTIFFS' respective lots and Lake Bessie, plus non-exclusive riparian rights incident to this land, subject to the TOWN's rights therein, (the LAKEVIEW PLAINTIFFS' "non-exclusive riparian rights").

T. The LAKEVIEW PLAINTIFFS' non-exclusive riparian rights on the land in the subject Public Right-of-Way located between the easterly edges of the

LAKEVIEW PLAINTIFFS' respective lots and Lake Bessie, subject to lawful regulation by the appropriate public bodies with jurisdiction, are limited to the rights of:

- i. maintenance;
- ii. ingress and egress;
- iii. access to the waters of Lake Bessie;
- iv. docking;
- v. wharfing;
- vi. boating;
- vii. swimming;
- viii. fishing; and
- ix. the installation, maintenance, use and enjoyment of a single private dock (one dock per lot) on the shoreline of the discrete sections of land in the subject Public Right-of-Way abutting their respective lots, subject to the mandatory condition precedent that PLAINTIFFS properly apply for and receive all required permits for such docks, (hereafter "private docks"), and provided that:
  1. all private docks shall at all times fully comply with all applicable standards, regulations and ordinances of the Town of Windermere, Florida; Orange County, Florida; and the State of Florida;
  2. no private dock shall unreasonably extend into the subject Public Right of Way, and in no event shall a private dock extend more than four (4) feet into the land in the subject Public Right of Way measured from the average high-water mark on the shore of Lake Bessie. In addition, no part of any private dock shall be located closer than four (4) feet to the easterly property line of PLAINTIFFS' subject lots; and
  3. the owner of the private dock shall at all times comply with the requirements of paragraph 1(V), *infra*.

U. In reviewing all dock applications submitted by any PLAINTIFF (or their successors in interest), the TOWN shall apply the same standards used by the TOWN in evaluating, approving with conditions, or denying dock applications by other TOWN residents. All dock applications submitted by PLAINTIFFS (or their successors in interest) shall comply with all applicable terms of this Final Judgment.

V. In the event that a LAKEVIEW PLAINTIFF properly applies for and receives all required permits for the installation of a private dock, then that LAKEVIEW PLAINTIFF and their successors in interest shall:

- i. Obtain and maintain in force at all times a liability insurance contract that:
  1. provides insurance coverage for all occurrences in any way related to the dock, including without limitation all claims arising out of any personal injury (including death) or any



2. expressly names the TOWN as an additional insured; and
  3. provides insurance coverage in an amount not less than \$1,000,000.00 per occurrence, which amount shall be subject to annual review and increase at the Town's sole discretion at the first regularly scheduled Town Council Meeting each year, subject to a maximum increase of 5% each calendar year hereafter;
- ii. Deliver to the Town Clerk a true and correct copy of the Declaration Page for the insurance contract referenced in paragraph, 1(V)(i), *supra*, prior to the start of construction of the dock and within thirty (30) days after all subsequent renewals of the insurance contract; If owner fails to provide proof of insurance, Town shall provide a written thirty (30) day notice to owner to comply.
  - iii. Construct and maintain the dock in a reasonable and safe condition at all times; and
  - iv. Post a sign on the dock no larger than 6 inches by 6 inches which reads "Private Dock."

W. In the event that a LAKEVIEW PLAINTIFF (and their successors in interest) properly applies for and receives all required permits for the installation of a private dock, then that LAKEVIEW PLAINTIFF (and their successors in interest) shall indemnify and defend the Town from and against all losses, liabilities, claims or demands of whatever nature (including without limitation all costs, expenses and attorneys' fees), arising out of any personal injury (including death) or any damage to or loss of property which is in any manner based upon, occasioned by, attributable to or related to their private dock.

X. PLAINTIFFS shall not use or exercise their non-exclusive riparian rights in any manner that unreasonably impedes, interferes with, or burdens the Town or the public in their use and enjoyment of their right-of-way easement rights and exclusive and non-exclusive riparian rights incident thereto.

Y. In the event the TOWN, by motion and vote of its Town Council, ever legally and affirmatively vacates the dedication of the subject Public Right-of-Way and riparian rights in compliance with Florida law, the LAKEVIEW PLAINTIFFS (or their successors in interest) shall become vested with fee simple title to the portion of the subject Public Right-of Way abutting their respective lots, from thereon unburdened by the TOWN's paramount easement, unless and to the extent the TOWN at that time qualifies or conditions its vacation of the dedication by reserving and retaining portions of its rights and interest in the subject Public Right-of Way or riparian rights.

Z. This Final Judgment shall be recorded in the public records of Orange County, Florida. All terms of this Final Judgment shall run with title to all PLAINTIFFS' lots (more particularly described in Section 1(Q), *supra*), and are thus fully binding on all PLAINTIFFS, their successors in interest, assigns, and all other parties or persons claiming by, through, or under any of them. The LAKEVIEW PLAINTIFFS and their successors in interest shall provide a copy of this Final Judgment to their successors in interest prior to transferring any ownership interest in their respective lots and this Final Judgment shall be expressly incorporated into all future deeds of conveyance of any interest in the LAKEVIEW PLAINTIFFS' respective lots.

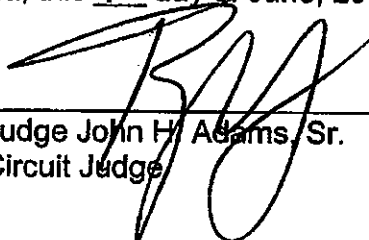
AA. The covenants and restrictions created or granted herein shall be enforceable by the intended beneficiary by injunction, by specific performance, or as otherwise permitted at law or equity. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

BB. This Final Judgment shall only apply to the land in the subject Public Right-of-Way and shall have no precedential value in any other cases involving any other rights-of-way located in the Town.

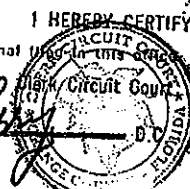
CC. Within thirty (30) days of the Court's entry of this Consent Final Judgment, PLAINTIFFS shall deliver to the Town Clerk a total payment in the amount of \$25,000.00 made payable to "Town of Windermere, Florida."

- 2) The Court hereby DISMISSES WITH PREJUDICE all remaining claims in PLAINTIFFS' Second Amended Complaint;
- 3) The parties shall go hence without day;
- 4) The Court reserves jurisdiction to enforce the terms of this Final Judgment; and
- 5) The Clerk of Court shall close the case.

**DONE AND ORDERED** in Orlando, Florida, this 15<sup>th</sup> day of June, 2006.

*for*   
\_\_\_\_\_  
Judge John H. Adams, Sr.  
Circuit Judge

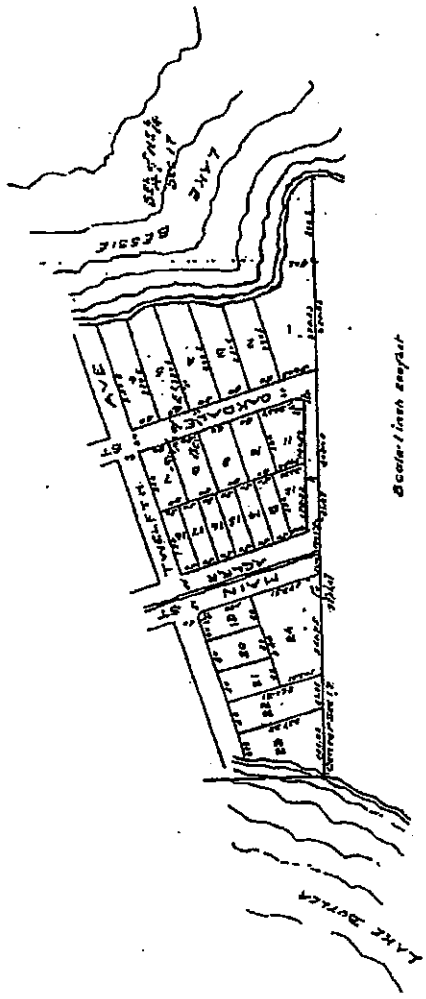
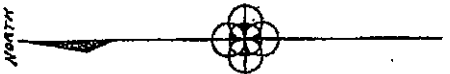
Copies to all Counsel of Record

STATE OF FLORIDA, COUNTY OF ORANGE . I HEREBY CERTIFY  
that the above and foregoing is a true copy of the original filed in this case.  
OCT 18 2006 Dated \_\_\_\_\_ By Corine Perry  
LYDIA GARDNER, Clerk/Circuit Court  










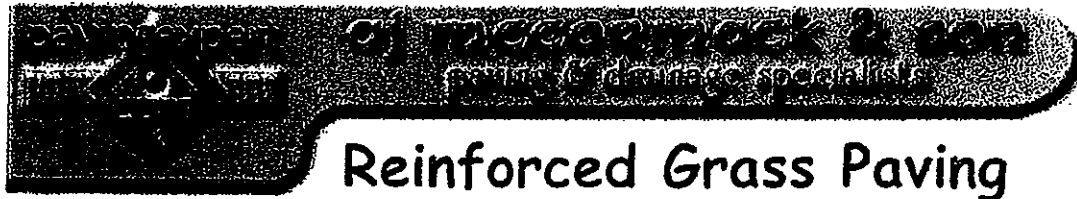
STATE OF FLORIDA - COUNTY OF ORANGE  
I HEREBY CERTIFY that this is a copy of  
the document as recorded in this office.

MARTHA Q. HANNIE, COUNTY COMPTROLLER

By M. Q. Hannie, D.C.

DATED July 16, 1921



# Reinforced Grass Paving

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## Related Pages

[Cellular Paving](#)  
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## Introduction

There are a number of fairly common techniques available that allow grass to be incorporated into a pavement to provide 'the best of both worlds', ie, the appearance of grass but the load bearing capability of a well-constructed pavement or driveway. They can be utilised in those areas where the hard permanence of a typical pavement might be undesirable, such as in conservation areas, roadside verges, emergency services access, canal towpaths, farm tracks or rural settings, and they are also used for erosion control in some situations, although the specification and type of system(s) used can be completely different to that outlined below.

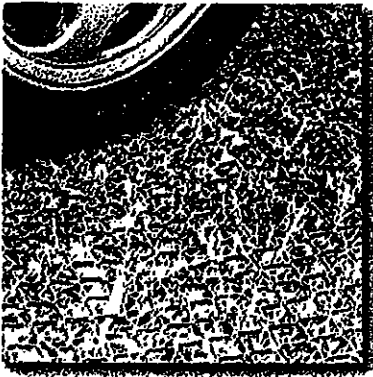
Different proprietary systems provide varying ratios of hard-pavement to grass, and the best system for any given project will need to take into account these differences. Some systems can only be installed by specialist contractors, while others can be installed by competent workmen or even diy-ers. It should also be noted that special grasses ought to be selected for planting the various systems, as most ordinary seed mixtures are unlikely to be sufficiently hard-wearing to withstand being trafficked. A few suggested seed mixtures are given further down the page.

The 5 techniques considered on this page are:-

- i. [Hopsack Paving](#)
- ii. [Spaced Paving](#)
- iii. [Cellular Paving](#)
- iv. [Reinforced Turf](#)
- v. [Mesh Protected Turf](#)

## Mesh Protected Turf

This system is becoming quite popular with those responsible for overspill car-parking and pedestrian usage at occasional events, with groundsmen looking after areas of lawn, and with caravan/leisure parks, where the natural appearance of grass with the load-carrying ability of a pavement, all at a minimal cost and with little or no construction work required, is very appealing.



Turf Protection Mesh  
by Tenax Ltd.

The basic premise is that a tough polypropylene or HDPE mesh is laid over an area of turf or grass, and this allows foot-traffic, low-speed cars and vans to use the area without completely ruining the grass. The mesh may need to be anchored to the ground at regular intervals by means of ground pegs, to prevent slippage and to help disperse the loads. The mesh works to protect the grass roots from being damaged, to minimise 'pumping' of wet ground, and to avoid rutting of soft spots.

The soil type, the type of grass/turf cover and the level of protection required will determine the best mesh to choose for each application, and the better manufacturers have dedicated technical teams to help in identifying the best solution.

For lawned areas, the mesh is simply rolled out over the close-cropped turf, with adjacent rolls overlapping by 150-300mm, and anchored with ground pegs. Any dips, hollows, soft-spots etc, should be levelled out with grit sand or top soil before placing the mesh. Once laid, they can be left in-situ for the season, or even permanently, as most commercial mowers will ride over the embedded mesh without hindrance. For areas with longer grass, the meshes are placed after a mowing, and the grass is allowed to grow up and through the mesh, hiding it from view, yet providing sufficient stability to permit trafficking.





Grass 2



**New Headquarters**

Just immediately south of the new Denver International Airport before you reach Inntonson 70 you'll find our Invisible Structures, Inc. corporate headquarters and manufacturing facility off Tower Road in the Majestic Commerce Center.

When you come to Colorado, plan to stop and visit with us, tour our facility, and enjoy the panoramic views of the spectacular Rocky Mountains. We'll make sure you have the latest information on any of our growing list of products, including Grasspave® for

grass paving, Gravelpave® for porous gravel paving, Stopamat® for soil stabilization on slopes, Drainsure® for subsurface water collection and movement, and Rainstore® for underground water storage. Promotional rewards are available to designers and contractors who use our products and give us job information.

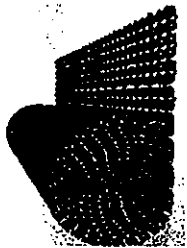
**Work With Professionals**

Since one of our company's founders is a licensed Landscape Architect, we immediately saw the value of being able to "talk shop" with designers. For our entire corporate history (since 1982) we have focused on hiring and retaining staff with professional design and contracting experience. You will get straight answers

and current technology solutions to your specific design problems from design professionals with construction experience.

**Fast Friendly Service**

We realize that you are tight for time in designing a project or in constructing one. We provide instant response with fax-back information, produce quantities, installation cost estimates, best alternative routes, access to the internet, high-quality brochures, and our CD-ROM with AutoCAD construction details and graphics.



Grasspave® is great for fast installation.

**Grasspave® Early Years**

In 1982 our first grass paving system was called Raterings and was composed of 3" PVC white rings glued onto nesting and sold in 4' x 20' mats. It was the start of a business-in-year garage approach. In 1988 we began molding 2" black recycled HDPE plastic rings and still glued them onto nesting. This roll format made installation very easy for contractors and still is the single most distinguishing feature setting us apart from all modular pavers.

**Metric Influence**

In 1991 Grassings® (Grasspave®) was introduced as a half-meter by half-meter square of eight (2" thick recycled HDPE plastic



Cover photos: Hill Country, Irvine, CA — Finishes

Calibrated Denver, CO — 1/2" thick parking in the backyard at city center.

steps and integral flexible grid. Living in Australia from 1974 to 1976 gave us the impetus for using metric — the "2" after.

Grasspave<sup>2</sup> digitalizes square meter. In 1993 we changed the name to Grasspave<sup>2</sup>, combining the word grass with the action word "pave." All of our products have action verbs — pave, taint, drain, save. We want you to act, now and use our products!

### Large Roll Sizes

In 1995 a site foreman from Valley Crest Landscaping commented on how he preferred our old 4' x 20' rolls to the meter squares. He claimed that the rolls cut down his installation time considerably and were easier to handle. We took his advice and started pre-assembling the meter squares into several roll sizes which have been extremely popular with both contractors and homeowners.

The rolls interlock with peg/hole connectors. Once fastened together, they will act as one consistent piece. Other pavement reinforcement systems are grooved together and reset in a stiff or rigid pattern leading to cracking, warping or heaving at the surface.

We use metric numbers that coincide with metric measurements. A chart of roll sizes can be found in the center fold. Model 1010 is one meter wide (3.3') by 10 meters long (32.8'). Model 1020 is 20 meters long. Model 1520 is 1.5 meters wide (4.9'). Model 2020 is two meters wide. Model 2520 is 2.5 meters wide (8.2') by 20 meters long (65.6'). Our largest roll, Model 2550, is suitable for parking lot projects as shown below. Each roll covers 125 square meters (1,346 sq).

### Fast Installation Time

Our rolls can be placed and rolled out in minutes! Rates are approximately 300 square meters (3,000 sq) per person-hour on larger site jobs, and 150-250 m<sup>2</sup> (1,500-2,500 sq) per person-hour on smaller jobs. The overall installation of base, Hydrogrow, Grasspave<sup>2</sup> rolls, sand fill, and seed or soil is 100 m<sup>2</sup> (1,080 sq) in one hour by two workers.

### Cutting Rolls

Cutting is done with pruning shears! Shape around all site projections including sprinkler heads, central boxes, curbing, bollards, and adjacent hard pavers. Many designers are still using width increments of 4 feet, which is right between our one meter (3.3') and our 1.5 meter (4.9'). To solve this, simply cut our 2.5 meter pieces down the middle to achieve a 4.1' width. Don't throw old pieces away because they can be used for small areas. Very little product is wasted!

### Free Hydrogrow Mix with Grasspave<sup>2</sup>

Our turf reinforcement system is unique in that we provide free of charge, a soil amendment called Hydrogrow, which is designed to help grass grow in sand based root zones. We custom blend Hydrogrow, which is a mixture of zeolite, humate, polymer, and porous ceramic. The results are amazing and our Grasspave<sup>2</sup> areas often look healthier than surrounding turf. By using this special mixture in the sand, porosity will be maintained, turf will be attractive, and aeration will not be necessary.



Orange Soil Science, Merri, B. — the joy of human feet is still the grasspave<sup>2</sup> product and that's just Grasspave<sup>2</sup>! Grasspave<sup>2</sup> is everything — 100% grass! Invoicing, insurance, especially with special cases, low staff requirements for use of material, parking, 24/7 availability for help, easy to install, fast to deliver, and best of all, it's just 100% grass!

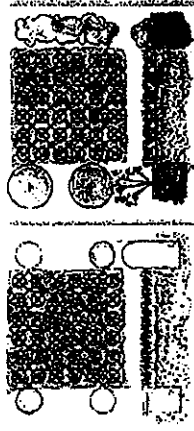


Wise Farm, Waco, Texas, 1995. — Shopping center parking used for overflow on weekends during holidays. Two islands between parking rows. This area is paved in the future.

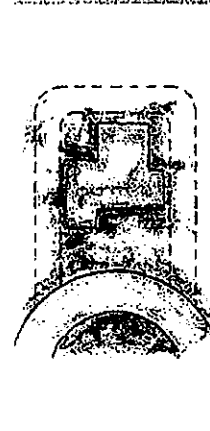
**Firelines**

Our long and well established history of providing safe, well constructed firelines began in 1982 with our first job in Steamboat, Colorado, near Aspen Ski Resort. Since then we have firmly established our expertise in this area with tests having been done by several fire departments, beginning right here in Aurora, Colorado. See the Lab Compression Test Results on Page 7. An Irving, CA, Fire Department test can be seen on Page 11.

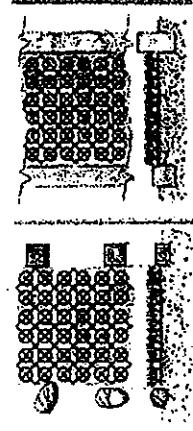
Placements that these details are somewhat in nature. Designer shall specify spacing and design of edge treatments. Spacing will vary with turf type, slope, and fire department requirements.



Stones must be placed on left and ground covers on right. Use the compressed ready gravel mat from either Grasspave®.

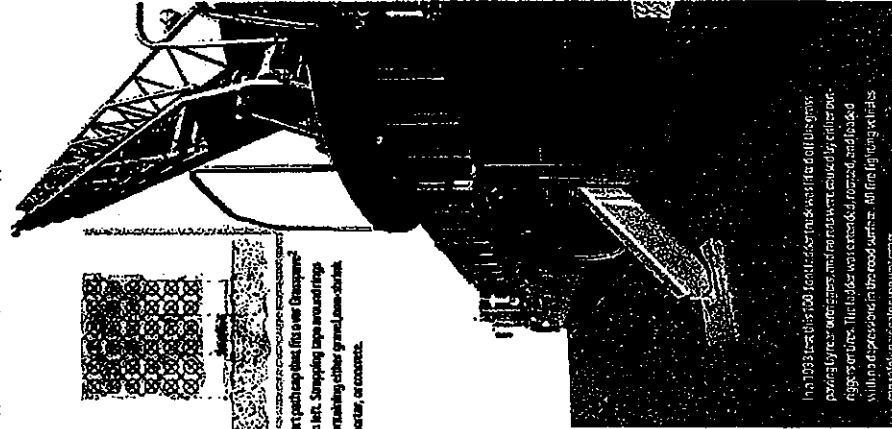


Fireline around buildings is delineated with any of these edge treatments.



6" - 8" rounded rubble on left and present concrete or brick pavers on right. Reinforce with 4" x 4" rebar.

Visit our web site for updated news on this application of Grasspave®. You will also find our CD-ROM disk helpful when designing firelines. Electronic specifications are included as well as CAD drawings similar to the ones shown here. Strength is required in the base course design to hold up these heavy vehicles. Primarily what would be used under asphalt paving is similar to that required under Grasspave®. Design vertical curatures in accordance with long safe affecting. Submit your plans to your applicable fire department to obtain approval. We can assist with



In a 1993 test by the 1201 test center, a 100 lb fire hose was pulled over a 6" x 6" grid of stones and gravel. The stones were crushed and the grid will not be crushed in the road surface. All fire fighting vehicles can safely pass over the new system.

**Strength When Installed**

5,700 pounds per square inch (psi) can be exerted on sand-filled rings without deflection or compromise to safety, when resting upon a base course thick enough and compacted to 95% Proctor. The ring form is the strongest alloy for grass paving in that it has no weak corners. Supporting heavy loads with the rings allows us to use less plastic in the product, hence a 92% void area for root development, combined with unbelievable strength!

Less plastic means lower cost to you.

**120 psi Maximum on Public Highways!**

Even empty, Grasspave<sup>2</sup> will support 2,100 psi (14,470 kPa) — well over the 120 psi highway truck tire pressure allowed on public highways. This is a safety factor of 17 times. When Grasspave<sup>2</sup> is filled with sand for part of the root zone medium, the strength increases to 5,700 psi (39,273 kPa). The safety factor increases from 17x to 47x. The heavier a vehicle, the more weight and tires it needs to support, the load being carried. Grasspave<sup>2</sup> will meet and exceed all loading criteria.

**Vehicle Loading Examples:**

- Auto tires: 40 psi
- Truck tires: 110 psi
- DC-10 tires: 250 psi
- F-16 tires: 350 psi
- Five truck with outriggers: 810 psi (70,000 lb. truck distributed to four outrigger parts = 17,500 lbs. each with 12" x 18" surface contact with Grasspave<sup>2</sup>).

All these vehicles are well within our 5,700 psi loading capability. Be sure your base course design is sturdy enough, and our rings will easily do the job under all conditions. Also plan to strengthen concrete sidewalks and curbing that will be mounted by fire trucks.

**Base Strength Is Critical**

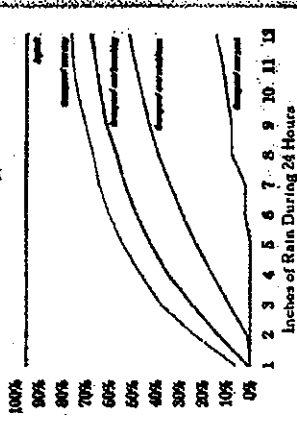
All grass paving reinforcement structures are designed for two primary functions — transfer loads through the wells of the product to prevent compaction, and provide small cellular confinement areas for optimal growth, stability, and protection of the grass root zone. A rigid base below all grass paving products is required to receive and spread loads that are transferred through the structure. Some load spreading exists on the bottom of our products, but should not be factored into design calculations. The upper layer of pavement cross-sections, whether asphalt or grass, is appropriately called the "wearing course" and functions to transfer loads to the base course.

**Lab Compression Test Results**  
Load-bearing capacity of sand-filled Grasspave<sup>2</sup> rings vs. concrete and vehicle loading examples



**Runoff Comparison Chart**

Runoff coefficients, Grasspave<sup>2</sup> and sandy gravel base over various soil types.



Concrete and Grasspave<sup>2</sup> runoff from 1" of steady rain base course, half hour water table.

In a 24-hour period, the runoff for asphalt is 95% for any amount.

**Drainage of Base**

Be careful not to create a built up effect if subsides are porous. Instead Drainage<sup>2</sup> underground drainage mats to move water away. Having a sandy gravel base directly beneath Grasspave<sup>2</sup>

(continued on page 11)



Having 92% void area, Grasspave<sup>2</sup> is designed for two primary functions — transfer loads through the wells of the product to prevent compaction, and provide small cellular confinement areas for optimal growth, stability, and protection of the grass root zone. A rigid base below all grass paving products is required to receive and spread loads that are transferred through the structure. Some load spreading exists on the bottom of our products, but should not be factored into design calculations. The upper layer of pavement cross-sections, whether asphalt or grass, is appropriately called the "wearing course" and functions to transfer loads to the base course.

# Grasspave? Installation — Mats can be rolled out in minutes!

600 m<sup>2</sup> (6,000 sq ft) per two-person hour! For steps shown below — 100 m<sup>2</sup> (1,000 sq ft) per two-person hour!



Excavate for base course as dictated by soils and loading requirements. Place and compact every 50 mm (2 in) which should be a minimum of three sharp, steel rod passes (using 10-ton bar) not exceeding 3% to check parallelism across to see that water flows into the base and drains away. Add stabilizer if always necessary to base spots.



Apply Hydroprotection (not included) first with your crane. Hydropro is a mixture of polymer and fibers designed especially for use Grasspave? System.



Roll out Grasspave? matting the side back fence over the side page. The weight of the soil will raise the plastic and lay flat. On the grid between flags using jacking screws. (This small piece in the same spacing.)



Fill flag with clean sharp concrete sand using large rollers and brooms so that the top of the flag flows when done.



Lay turf over the flag. On warm days, wet the soil first to save seed temperature and provide medium for grass roots. Seeding and hydroseeding is also an accepted vegetating method at this stage. If watering is required may be beneficial in the case of seeding and hydroseeding.



Roll each mat heavy roller to eliminate air pockets and make sure roots are in contact with the sand fill. Water base as much as necessary to compact requirements.



Whenever the mat has been seeded or sodded, walk to drive on grass until all air has been removed. Then cover with coarse sand, stone, gravel, etc. which will combine the root system with the soil pieces in place. In an emergency such as fire track access, grass may be driven on immediately after installation.



Use a regular level roller for maintenance. There are no power rollers protruding the surface that would damage grass.



Large rollers installation delivery — At the lowest of cost paving system that apply to concrete, asphalt, drainage, and drainage. Custom roll sizes available by request.

## Invisible Structures — Standard Product Roll Sizes

Model	m	ft	m	ft	m	ft	m <sup>2</sup>	sq ft	kg	lbs
1000	1	3.3	20	65.6	0.8	2.7	.01	2.15	37	82
1500	1.5	4.9	20	65.6	0.8	2.7	.01	3.23	56	124
2000	2	6.6	20	65.6	0.8	2.7	.01	4.30	75	164
2500	2.5	8.2	20	65.6	0.8	2.7	.01	5.38	90	200

\*All items manufactured according to the standard by filling the holes with any of the following: Concrete, Asphalt, Drainage, etc. Custom roll sizes available by request.



(continued from page 7)  
 provides for good drainage at the surface and makes the firelane or parking area not only safer but more aesthetically pleasing. A site inspection where the base is installed (ensure that the paths are accurate and drainage is effective).

**Base Course Design**

Calculating the depth and composition of materials for the base course incorporates the same design criteria as for the perviousness:  
 • load bearing capacity of (native or fill) subsoil  
 • plasticity or impact of moisture on strength and longevity  
 • frost heave potential  
 • traffic load, frequency and/or duration.

**Sample Base Course Depths**

Please consult with a soils engineer for site-specific base requirements. Generally, the depth that is used under asphalt will be the requirement under Grasspave<sup>2</sup>. Call cars and pedestrian traffic may require nothing over sandy gravel soils, and just 2" to 4" (5-10 cm) over very weak soils. Cars usually need 4" to 8" (10-20 cm). Buses, trucks, and fire trucks can easily require 8" to 12" (20-30 cm) or more. The use of geotextiles, though not required, below the base will prevent integration with subsoils and is strongly advised in areas of clay or silt soils and frost heave.

**Filling Grasspave<sup>2</sup> with Topsoil Is Unwise**

Remember that we are building a road-way with grass as the surface. Maintaining permeability for air and water movement is very important. When organic, clay or silt particles are in the rings, compaction can take place within the small cells, defeating the structure, and restricting access by air and water to roots. Growing grass in sand over a sandy gravel road base is more difficult to get established, but horticulturally and structurally it works! If runs should appear in a finished installation, topsoil has been used either under the rings or within the rings, contrary to material instructions.

**Seeding Grasspave<sup>2</sup> Is Popular**

In California and other temperate climate zones many of our installations are seeded. Waiting for a period of two months will

ensure that the root system is well established. Seeding allows total customization of plant selection and eliminates possible contamination of the root zone from clay based or high pot content soil, both problems with high use areas.

**92% Root Area and 100% Grass Coverage**

Our installations are hard to find because they are invisible! With so little plastic near the crown of the grass, the blades of grass are not washed by product. Root development is not interrupted from spreading laterally. The rings are strong and rigid, keeping grass root systems protected from harm. The roots grow directly downward and deeply into the subsoil gravel base course. Grasspave<sup>2</sup> by Invisible Structures is, by far, the best possible "living" paving surface designed by a landscape architect.

**Grasspave<sup>2</sup> Uniqueness**

- Large rolls for fast installation — 10 to 125 m<sup>2</sup>
- 92% root area for fast grass growth
- Strong rigid rings that conform to undulating terrain with flexible grid between rings
- 100% recycled post-consumer plastic
- Hydrogrow — polymer, fertilizer, soil amendment provided free
- Rolls can be cut and shaped with pruning shears

**CSI Grants Specification Number 0216 for Paving — Recognition by CSI**

has helped establish legitimacy to the porous (grass and gravel) paving industry. Now we can all agree on 0216! As designers expand their use and acceptance of porous paving, the industry will grow.

**Creativity With Hard Surface Pavers**

Ideas include: Combine Grasspave<sup>2</sup> with flush paths, pedestrian markings of concrete in a finished for pedestrian traffic, design elements or delineation, use brick pathways through the grass; fill thurgas with other plex materials such as talus and ground covers; lay stripes of concrete to define parking areas, especially handicapped parking; checkerboards of grass and pavers or other patterns to be enjoyed from high-rise offices; design of company logos in the parking lots or fire lanes with polymer-bound interlocking concrete or row reinforcers with guest parking on grass shoulders.

**Handicapped Parking and Ramps**

Because our system creates firm support in the grass, it is very acceptable as a wheelchair access surface. Paving a sidewalk with wheels across inelastic floors is much easier than pulling it across a Grasspave<sup>2</sup> grass surface by about the same amount. Can should be taken to adhere to our specifications and either use the seeding method or sand-based seed to attain a smoother profile. Less coarse grass mixtures will also increase the permeability, as will maintaining a short blade cut.

**Porous Paving vs. Asphalt**

Currently asphalt is substituted for Grasspave<sup>2</sup> when the construction budget is cut. If permeability are made product to product, asphalt is cheaper. However, when projects are large and the initial engineering of the site is begun with porous grass paving as the first choice, savings will be realized with reducing or eliminating storm water collection systems, detention basin areas, modifying grading requirements, and saving on maintenance resurfacing.

**Avoid Thin-Wall Web Structures**

Several companies market an eccentric-shaped cellular confinement system for use as a porous pavement alternative. These structures were developed for the military to stabilize materials sufficiently to allow for short term access by military vehicles. The cells use a thin flexible wall to confine soils or aggregate, but are not able to effectively transfer loads vertically. The product price is attractive, but the cells are too large to prevent compaction forces, and disturb bases if the upper ring zone is inevitable, causing loss of turf.

**Environmental Pressures**

The permit has swung away from heightened concern over the environment, but it will soon swing back. In our immediate future there will be further willingness to improve water quality and clean air — both of which are benefits offered by Grasspave<sup>2</sup>. The installed system biodegrades engine oils, filters silt and other

suspended particles, traps air-borne dust, produces oxygen, and allows for trees in parking lots while cooling the ambient air temperatures. Our "constructed" world needs to be more agreeable to the human body.

"Urban parking lots are pollutant hot spots," says U.S. Forest Service pilot study director Gregory McPherson in a recent article in National Wildlife. "Rising from the cars is an invisible cloud of evaporating gasoline, which releases polluting hydrocarbons into the atmosphere. The hotter the cars, the faster the fuel evaporates."

Three USFS scientists report that peak summer air temperatures can be 4-8 degrees cooler in lots that are well-shaded compared to those with no shade. They are also doing a pilot study of the effects of shade on gasoline evaporation from cars parked in asphalt. "Of the total hydrocarbons emitted into the atmosphere due to human activity, motor vehicles contribute about 30%, and parked cars supply almost 20% of the hydrocarbons that come from vehicles." (Grasspave<sup>2</sup> allows more trees in parking areas — double cooling with grass and trees.)

**Environmental Benefits**

- Grasspave<sup>2</sup> offers the following environmental benefits per 100 m<sup>2</sup> (1,089 sq ft) of coverage:
- 410 lbs of recycled plastic consumed and kept out of landfills
  - 6,710 gallons of rain water kept on site for every 10" of rainfall
  - 22 adults supplied with oxygen for one year from turf (carbon dioxide gas consumed)
  - 1.7 tons of air conditioning effect annually from turf.

**Maintenance**

Irrigation is required in dry climates for wearing grass. Any pop-up irrigation system can be used. Simply cut out rings to reveal the irrigation head. The use of Hydrogrow soil polymer quickly puts the Grasspave<sup>2</sup> installation on the same irrigation cycle as surrounding turf. Be careful not to over water as this will encourage shallow root development.



Exclusive Photo Services, CA — Four car garage area (yard) with primary walk, open access to the structure. Area is ideal for maintenance equipment use. Below: High back on grass — Grasspave<sup>2</sup> provides a firm grass on lawn protected from pedestrian wear, thus eliminating low traffic.

**Fertilizer** once a year with an NPK slow release fertilizer that contains trace elements. There are many brands on the market. Do not exceed! You'll end up with product damage. When installed using sand in the rings, there will not be a compaction problem. Be careful not to use clay based soils in pedestrian or vehicular traffic areas — use sandy soil, soil, or sand and mulch. There seems to be no problem with seed selection for fire lanes. Seeding a site will allow driving that same day if necessary.

**Snow Removal**

Our clients have solved this by attaching shovels to their plows. Fire departments require snow removal usually with storm dropping over 3". Consult with your local fire department for their guidelines.

**Shipping**

We use three methods: UPS, Common Carrier, and Trucks/Rail. Your quote will list the designated carrier that is best for your size order. Model 1010 rolls go UPS in quantities less than 1,200 sf. Common Carrier is used for Models 1020, 1520, 2020, 2520 and larger. For orders of 3,000 sq ft (32,280 sf) or more we utilize Truck/Rail transportation — Model 2520 (2.5 meters high to utilize inside trailer dimensions).

**Order Terms**

Since your schedule is tight, we usually stock inventory so that we can ship product to your site on the same day as financial arrangements are made. Discounts are given for pre-payment of your order — MasterCard, Visa, American Express, wire transfer, Federal Express a check — are all available. We also offer 30 day terms to those clients with approved credit. In rare instances, terms beyond 30 days are available.

Quantities larger than 200 m<sup>2</sup> (2,000 sq ft) should be reserved in advance through purchase orders. The more advance notice we have, the better we can meet your schedule.

**Installation Difficulties**

Should you perceive a problem with a Grasspave<sup>2</sup> installation, please call us immediately so that we can consult with you to resolve the issues and give you professional guidance.

**Thank You Customers**

Through your creativity and loyal support we continue to enjoy our relationships with you. We appreciate your faith and commitment to us, and look forward to a long and lasting friendship. Good luck with your wonderful projects. Let's hear from you, more often.

Vicki and Bill Bohnhoff and the families of Invisible Structures



Queen Grand Prix, Bell Hill, MD — Insecticides, pesticides, buses, and 60,000-lb. transporter trucks use the same every day for the week-long event. Vehicles won't get stuck in the mud.

**TECHNICAL SPECIFICATION**

**SECTION 02795 — Porous Paving**

**PART 1 — GENERAL**

**1.01 General Provisions**  
 A. The Conditions of the Contract and all Sections of Division 1 are hereby made a part of this Section.

**1.02 Description of Work**

A. Work Included:

1. Provide and install sandy gravel roadbase as per Civil/Structural Engineer's recommendations and/or as shown on drawings, to provide adequate support for project design loads. See 2.02 Materials.
2. Provide Grasspave<sup>2</sup> Paving System products including Grasspave<sup>2</sup> units, Hydrogrov soil conditioner, and instructions per the manufacturer's instructions furnished under this section.
3. Provide and install clean at-ramp sand to fill the Grasspave<sup>2</sup> units, when needed.
4. Provide and install grass by using and/or hydroseeding.

B. Related Work:

1. Subgrade preparation under Section 02200 Earthwork.
2. Subsurface drainage materials — Section 02710 Subsurface Drainage, when needed.
3. Irrigation installation — Section 02810 Irrigation, when needed.

**1.03 Quality Assurance**

A. Follow Section 01340 requirements.  
 B. Installation: Performed only by skilled work people with satisfactory record of performance on landscaping or paving projects of comparable size and quality.

**1.04 Submittals**

- Submit manufacturer's product data and installation instructions.
- Submit a 10' x 10' section of Grasspave<sup>2</sup> material for review. Reviewed and accepted samples will be returned to the contractor.
- Submit material certificates for base course and sand fill materials.

**1.05 Delivery, Storage, and Handling**

A. Protect Grasspave<sup>2</sup> units from damage during delivery and store under tarp when time from delivery to installation exceeds one week. Keep Hydrogrov in a dark and dry location.

**1.06 Project Conditions**

A. Review installation procedures and coordinate Grasspave<sup>2</sup> work with other work affected. Generally, Grasspave<sup>2</sup> is installed at the same time as project grass installation, nearly the last site construction activity.

B. All hard surface paving adjacent to Grasspave<sup>2</sup> areas, including concrete walks and asphalt paving, must be completed prior to installation of Grasspave<sup>2</sup>.

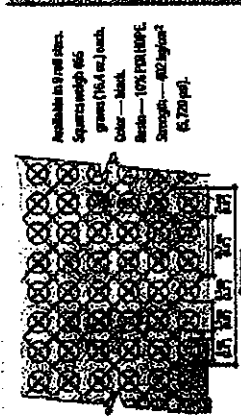
**C. Cold Weather:**

1. Do not use frozen materials or materials mixed or coated with ice or frost.
2. Do not build on frozen work or wet, saturated or muddy subgrade.
3. Grasspave<sup>2</sup> is best placed when ambient air temperatures exceed 55° F.

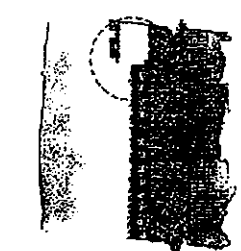
D. Protect partially completed paving against damage from other construction traffic when work is in progress, and until grass root system has matured (from 3 to 8 weeks). Any barrier



Person's feet during initial Grasspave<sup>2</sup> installation.



Available in 6 mil thick.  
 Squares weigh 65  
 grams (2.3 oz) each.  
 Color — black.  
 Made — 100% HDPE.  
 Strength — 402 kg/cm<sup>2</sup>  
 (6,720 psi).



Compressed sandy gravel  
 road base placed above  
 compacted subgrade,  
 50% wetted grass  
 density Hydrogrov  
 gravel before  
 Grasspave<sup>2</sup> units are laid  
 and fibrous clean  
 sand placed.



codes constructed must still be accessible by emergency end fire equipment during and after installation.

E. Protect adjacent work and surfaces from damage during Grasspave<sup>2</sup> installation.

**PART 2 — PRODUCTS**

**2.01 Availability**

**A. Manufacturer: (Grasspave<sup>2</sup>,**

Hydrogrow) Invisible Structures, Inc., 20100 East 35th Drive, Aurora, Colorado 80011-8160. Call from USA and Canada 800-233-1510 toll free, International 303-373-1234, Fax, 303-373-1223.

**B. Local Sales Representative: (Contact Manufacturer)**

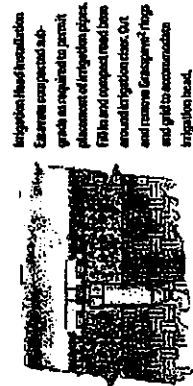
**2.02 Materials**

A. Base Course: Sandy gravel material from local source commonly used for road base construction, passing the following sieve analysis.

Sieve Size	Percent Passing
100	34
85	38
60	41
30	40
< 3	7200

1. Sources of this material can include either "pit run" or "crusher run." Crusher run material will generally require sharp sand to be added to mixture (20 to 30% by volume) to ensure long term porosity.

2. Selected materials should be nearly neutral in pH (range from 6.5 to 7.2) to provide adequate root zone development for turf.



**Irrigation Head Installation**  
 Ensure correct sub-grade as required to permit placement of irrigation pipes. Fill in and compact need form around irrigation pipe. Cut and remove Grasspave<sup>2</sup> rings and grid to accommodate irrigation head.

3. Alternative materials such as crushed shell, limestone, and/or crushed lava may be considered for base course use, provided they are mixed with sharp sand (20-30%), and brought to proper compaction. (Crushed shell and limestone alone can set up like concrete without sand added.)

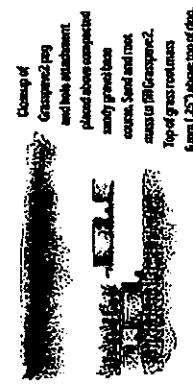
B. Hydrogrow Carrier: A dry synthetic crystal made of polycrylimide (40.1%) polymer. This polymer is non-toxic and neutral in pH, and will absorb 150 to 350 times its weight in water from most tap sources. Hydrogrow is a non-ionic form of polymer which allows absorption of fertilizers and other minerals without degradation. Alternative polymers of ionic, or anionic forms will not be allowed to be substituted.

C. Grasspave<sup>2</sup> Grass Planting Units: Lightweight injection-molded plastic units 0.5 x 0.5 x 0.025m (20" x 2" x 1" high, 2.7 ft<sup>2</sup> each) with bellow rings rising from a strong open grid allowing maximum grass root penetration and development. The plastic shall be 100% post-consumer recycled plastic resins, predominantly HDPE, with minimum 3% carbon black concentrate added for UV protection.

Loading capability is equal to 402 kg/m<sup>2</sup> (5,700 psf) when filled with sand, over an appropriate depth of roadbase. Standard color is black. Unit weight = 510 g (18 oz.), volume = 6% solid. Units will be shipped in pre-assembled rolls from 1 meter (10') to 2.5 meters (8.2') wide. Contact Manufacturer for size options.

D. Sand: Obtain clean sharp sand (washed concrete sand) to fill the 25 mm (1") high rings and spaces between the rings when seeding or using 13 mm (0.5") thick sand (half thickness).

E. Grass: Use species resistant to wear by traffic; generally a



**Course of Grasspave<sup>2</sup> ring and hole placement.**  
 Place above compacted sandy gravel base course. Sand and topsoil to fill Grasspave<sup>2</sup>. Top of grass root mass 6mm (.25") above top of ring.

BlueBuff<sup>®</sup> fabric mix used for athletic fields in northern climates and Zoexa, Fescue, or Bermuda types in southern climates. (Check with local seed and soil suppliers for preferred mixtures. Dedicated fields can use same grass species used on surrounding turf.)

Planting applications require greatest water-use species possible, generally available only by seed or sprigging. Choose one of the following paragraphs to suit project requirements.)

1. Sod: Use 13 mm (0.5") thick (soil thickness) rolled sod from a reputable local grower. Species should be wear resistant, free from disease, and in excellent condition. Sod shall be grown in sand or sandy loam soils only, or supplied from a recognized "Washed Sod" process. Sod grown in soils of clay, silt, or high organic materials such as peat, will not be accepted.

2. Seed: Use seed materials, of the preferred species for local environmental and projected traffic conditions, from certified sources. Seed shall be provided in containers clearly labeled to show seed name, lot number, net weight, % weed seed content, and guaranteed % of purity and germination. Pure Live Seed types and amount shall be as shown on plans.

F. Mulch: (Needed only for seeding) Shall be of wood or paper cellulose types of commercial mulch materials often used in conjunction with hydroseeding operations. Mulches of straw, pine needles, etc. will not be acceptable because of their low moisture holding capacity.

G. Fertilizer: A commercial "starter" fertilizer, with Guaranteed Analysis of 17-23-6, or as recommended by local grass supplier, for rapid germination and root development.

H. Foliage Signage & Delineation: Foliage must be identical regarding their entrance and physical location with the placement of signs, gates, curbs, bollards, etc. Specific signage wording and other details must be coordinated with and approved by local fire authorities.

I. Grasspave<sup>2</sup> Sign: A sign to identify the presence of Grasspave<sup>2</sup> paving, stating that special maintenance is required.



Prepare packing with Grasspave<sup>2</sup> to save carrying time — construct using wheelbarrow. All over existing grade leveling (top) (see subgrade). Base course diameter expand 12" per 1" height compact. Match around trunk with same or related depth.

with the manufacturer's phone number, and made of durable materials for outdoor exposure shall be provided and installed.

**PART 3 — EXECUTION**

**3.01 Inspection**

(It is recommended that Fire Department inspectors be scheduled to inspect installation of Grasspave<sup>2</sup> during preparation of the subbase, installation of the base course, and installation of Grasspave<sup>2</sup> units. Most small projects can accommodate these inspections all on the same day. Verify with Fire Department if certification of inspection are required.)

A. Examine subgrade and base course installed conditions. Do not start Grasspave<sup>2</sup> installation until unsatisfactory conditions are corrected. Check for porosity of subsoils, existence of sub-surface drainage (if needed), improperly compacted trenches, debris, and improper gradients.

B. Installation constitutes acceptance of existing conditions and responsibility for satisfactory performance. If existing conditions are found unsatisfactory, contact project manager for resolution.

**3.02 Preparation**

(Ensure that subbase materials are at unusually adequate to resolve designed base course, wearing course, and designed loads. Ensure that grading and soil porosity of the subbase will provide adequate sub-surface drainage.)

A. Place base course material over prepared subbase to grades shown on plans, in lifts not to exceed 150 mm (6"), compacting each lift separately to 95% Modified Proctor. Leave 25 mm (1") for Grasspave<sup>2</sup> unit and sand/soil fill to Final Grade.

B. Spread all Hydrogrow mix provided (grace ratio = 4.5 kg per 100 m<sup>2</sup>; (10 lbs per 1,000 sq ft)) evenly over the surface of the base course with a hand-held or wheeled rotary spreader. The Hydrogrow mix should be placed immediately before installing



Grasspave<sup>2</sup> units with French drains for drainage in vehicle traffic areas. Use drainage<sup>2</sup> fabric wrapped in non-woven geotextile (to depth as needed).

the Grasspave<sup>®</sup> units to ensure that the polymer does not become wet and expanded when installing the units.

### 3.03 Installation of Grasspave<sup>®</sup> Units

A. Install the Grasspave<sup>®</sup> units by placing units with rings facing up, and using pegs and holes provided to maintain proper spacing and interlock the units. Units can be easily shaped with pruning shears or knife. Units placed on curves and slopes shall be anchored to the base course, using ISI Anchors, or ISI Companion nails with fender washer, as required to secure units in place. Tops of rings shall be flush with the surface of adjacent hard-surface pavements.

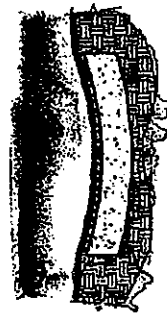
B. Install sand in rings by "backdumping" directly from a dump truck, or from buckets mounted on tractors, which then exit the site by driving over rings already filled with sand. The sand is then spread laterally from the pile using flat bottomed shovels and/or wide "explicit rakes" to fill the rings. A stiff bristled broom should be used for final "finishing" of the sand. The sand must be "compacted" by using water from hose, irrigation heads, or rainfall, with the finish grade no less than the top of rings and no more than 6 mm (0.25") above top of rings.

### 3.04 Installation of Grass

(Choose one paragraph below to meet grass installation method desired.)

A. Install grass seed and mulch over sand-filled rings with commercial hydroseeding equipment, at rates shown on plans and per manufacturer's recommendations. Coverage must be uniform and complete. Following germination of the seed, areas lacking germination larger than 20 cm x 20 cm (8" x 8") must be reseeded immediately. Seeded areas must be mulched, fertilized and kept moist during development of the turf plants (6 to 8 weeks).

B. Install thin sod (or "washed sod") directly over sand filled rings (filled no higher than the top of the rings). Sod strips should be placed with very tight joints. Seeded areas must be fer-



Grasspave<sup>®</sup> sods for drainage in vehicular traffic areas. This area can double as a detention basin. The width and length shall be as specified.

tilized and kept moist during root establishment (minimum of 3 weeks). Seeded areas must be protected from any traffic, other than emergency vehicles, for a period of 3 to 4 weeks, or until the root system has penetrated and established grass well below the Grasspave<sup>®</sup> units.

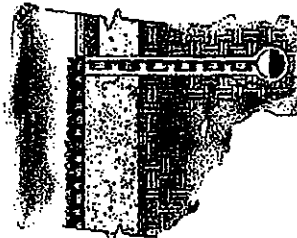
C. Install thick (25 to 35 mm) sod over bare rings, using tight joints between sod strips. Vibrate the sod into rings with roller or plate, with sod in a moist condition, until the bottom of sod touches base of joint (usually 3 to 4 passes with vibration). Protect from traffic for minimum period of 1 week.

### 3.05 Cleaning

A. Remove and replace segments of Grasspave<sup>®</sup> units where three or more adjacent rings are broken or damaged, reinstalling as specified, so no evidence of replacement is apparent.

B. Perform cleaning during the installation of work and upon completion of the work. Remove all excess materials, debris, and equipment from site. Repair any damage to adjacent materials and surfaces resulting from installation of this work.

If you have any questions regarding this specification, please call Invisible Structures, Inc. 1-800-283-1570, overseas call 303-373-1284.

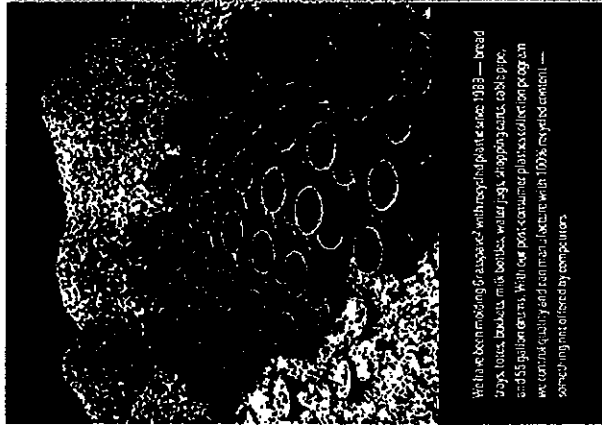
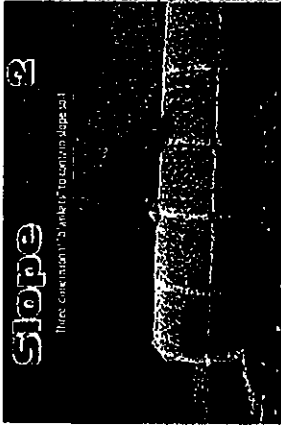


Grasspave<sup>®</sup> at asphalt edge when rebarbing grass parking sections in freeze-thaw or wet climates. The Grasspave<sup>®</sup> units provide wrapping to allow water to collect in the adjacent edge from backing.



Florida Beachfront, Inc., Ft. Lauderdale, Florida, FL — Florida Beachfront parking sections installed around the perimeter of the beach house. The grass sections help maintain an open appearance while still providing safe secondary access by fire trucks.

**Invisible Structures, Inc. family of other products for site improvement.**



20100 E. 35th Drive, Aurora, CO 80011-8160  
800-233-1510 • Fax: 800-233-1522  
Overseas and locally, 303-373-1234 • Fax: 303-373-1223  
[www.invisiblestructures.com](http://www.invisiblestructures.com)  
Patent number 5,290,340. Copyright © 1999 Invisible Structures, Inc.



1246295 ORANGE CO., FL

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida JUN 7 9 14 AM '78 this instrument was prepared by:

c.f. 2898 pc 633 W E Winderweede, Jr. of the Office of WINDERWEDE, HAINES, WARD & WOODMAN, P.A. P.O. Box 880 WINTER PARK, FLORIDA 32790

# Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 17th day of MAY 1978, Between **WILLIAM R. EARNSHAW AND ANN LEE EARNSHAW, HIS WIFE**

of the County of ORANGE State of FLORIDA grantor, and

14108  
52 **GREGG DOBBS AND LOURA LYNN DOBBS, his wife**

whose post office address is 1103 Oakdale, Wintermere, Florida 32786

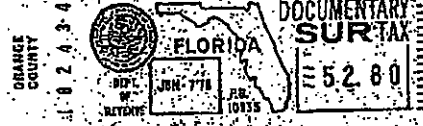
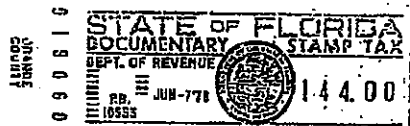
of the County of ORANGE State of FLORIDA grantee.

**Witnesseth**, That said grantor, for and in consideration of the sum of TEN AND NO/100 Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in ORANGE County, Florida, to-wit:

Lot 45, REPLAT OF WINDERMERE, as recorded in Plat Book G, pages 36-39, of the Public Records of Orange County, Florida.

SUBJECT to Taxes for the year 1978 and subsequent years.

SUBJECT to Restrictions and easements of record, if any, but this reference shall not reimpose any such restrictions or easements.



Said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

\* "Grantor" and "grantee" are used for singular or plural, as context requires.

**In Witness Whereof**, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence

X [Signature]

X [Signature]  
witnesses

X [Signature] (Seal)  
William R. Earnshaw

X [Signature] (Seal)

X [Signature] (Seal)  
Ann Lee Earnshaw

X [Signature] (Seal)

STATE OF VIRGINIA  
COUNTY OF FAIRFAX

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared:

**WILLIAM R. EARNSHAW AND ANN LEE EARNSHAW, his wife**

to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of MAY 1978.

My commission expires: March 30, 1980

RECORDED & RECORD VERIFIED

[Signature]  
County Comptroller, Orange Co., Fla.



STATE OF FLORIDA - COUNTY OF ORANGE  
I HEREBY CERTIFY that this is a copy of the document as recorded in the files of the MAINTENANCE DIVISION OF THE COUNTY COMPTROLLER  
[Signature]  
DATED: 6/17/78

RETURN TO:  
Winderweede, Haines, Ward & Woodman, P.A.  
P. O. Box 880  
Winter Park, FL 32790

**PERSONAL REPRESENTATIVE'S DEED**

**THIS PERSONAL REPRESENTATIVE'S DEED**, made as of the 11th day of November, 1993, by **J. ALAN ASENDORF**, as Personal Representative of the Estate of John Albert Asendorf ("Grantor"), pursuant to that certain "Last Will and Testament of John Albert Asendorf" and "Order Admitting Will to Probate and Appointing Personal Representative," entered October 23, 1992, in the Circuit Court of the Ninth Judicial Circuit of the State of Florida, in and for Orange County, Florida, Case No. PR92-2158, and **JEFFREY WARREN DEANE**, a single man ("Grantee"), whose address is 427 E. South Street, Orlando, Florida 32801.

**WITNESSETH:**

**THAT GRANTOR**, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and does hereby grant, bargain, sell, alien, remise, release, convey, and confirm, to Grantee, and Grantee's successors and assigns forever, the following described real property located in Orange County, Florida, to-wit:

Lot 50, Town of Windermere, according to the plat thereof recorded in Plat Book G at page 36 of the Public Records of Orange County, Florida.

Property Appraiser's tax parcel no. 17-23-28-9336-00-500.

**TOGETHER WITH** all the tenements, hereditaments, and appurtenances, with all fixtures and improvements and with every privilege, right, title, interest, and estate, reversion, remainder, and easement thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same unto Grantee, Grantee's successors and assigns in fee simple forever.

**IN WITNESS WHEREOF**, Grantor has caused this Personal Representative's Deed to be executed and delivered as of the date and year first above written.

**SIGNED, SEALED AND DELIVERED**  
**IN THE PRESENCE OF:**



STATE OF FLORIDA - COUNTY OF ORANGE  
I HEREBY CERTIFY that this is a true and correct copy of the document as recorded in this office.  
MARTHA O. HAYNE, COUNTY CLERK  
By: *Marilyn Lynn S. Jordan*  
DATED: 6/17/95

*Linda S. Smith*  
Print Name: Linda S. Smith  
*David E. Britain*  
Print Name: DAVID E. BRITAIN

*J. Alan Asendorf, P.R.*  
J. ALAN ASENDORF, as Personal Representative of the Estate of John Albert Asendorf  
P.O. Box 1102  
Tampa, Florida 33601-1102

STATE OF FLORIDA  
COUNTY OF Hillsborough

THE FOREGOING INSTRUMENT was acknowledged before me this 10<sup>th</sup> day of November, 1993, by J. ALAN ASENDORF, as Personal Representative of the Estate of John Albert Asendorf. He is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)



OFFICIAL SEAL  
Margaret A. Eldridge  
My Commission Expires  
Jan. 17, 1997  
Comm. No. CC 250062

*Margaret A. Eldridge*  
Notary Public  
Print Name: MARGARET A. ELDRIDGE  
Commission No. CC 250062  
My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY:  
J. Alan Asendorf, Esquire  
Trenam, Simmons, Kemker, Scharf,  
Barkin, Frye & O'Neill, P.A.  
P. O. Box 1102  
Tampa, Florida 33601-1102

THIS INSTRUMENT SHOULD BE RETURNED TO:  
John L. Thomas, II, Esq.  
Thomas & Carter  
Suite 101  
401 East Jackson Street  
Orlando, Florida 32801  
*RECORDED & RECORDED RECEIPT*  
*Marilyn Lynn S. Jordan*  
County Clerk, Orange Co., FL

Rec Fee \$ 9.00 MARTHA O. HAYNIE  
 Add Fee \$ 1.50 Orange County  
 Doc Tax \$ 0.24.30 Campanella  
 Int Tax \$ By  
 Total \$ 335.00 Deputy Clerk

WARRANTY DEED

3612067 ORANGE CO. FL.  
 12:03:20PM 09/26/90  
 OR 4222 PG 0400

THIS WARRANTY DEED, made and entered into as of the 21st day of September, 1990, by JOHN M. NABERS, a married man, (hereinafter referred to as "Grantor"), to DAVID J. SHARPE and KERRY L. SHARPE, his wife, whose mailing address is 1027 Oakdale St., Windermere, Florida 34876 (hereinafter referred to as "Grantee"),

W I T N E S S E T H:

THAT, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by Grantor, Grantor hereby grants, bargains, sells, conveys and confirms unto Grantee all that certain real property together with the improvements thereon (hereinafter collectively referred to as "the Real Property") in Orange County, Florida, more particularly described as follows:

LOT 51, PLAT OF WINDERMERE, according to the plat thereof as recorded in Plat Book "G", Page 36 through 39 of the Public Records of Orange County, Florida.

The above-referenced real property is not nor has it ever been the homestead of Grantor.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same unto Grantee in fee simple, forever.

AND Grantor hereby covenants with Grantee: (1) that Grantor is lawfully seized of the Real Property in fee simple; (2) that Grantor has good right and lawful authority to sell and convey the Real Property; (3) that Grantor hereby fully warrants the title to the Real Property and will defend the same against the lawful claims of all persons whomsoever; and (4) that the Real Property is free of all encumbrances except taxes accruing subsequent to December 31, 1989 and easements, restrictions, reservations and encumbrances of public record; provided, however, reference thereto shall not serve to reimpose same.

Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include all the parties to this Warranty Deed and their heirs, legal representatives and assigns. The singular shall be deemed to include the plural, and vice versa, where the context so permits.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

CHICAGO TITLE INSURANCE COMPANY  
 P. O. Box 751 4000  
 Orlando, Florida 32802

*[Signature]*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_

*[Signature]*  
 \_\_\_\_\_  
 JOHN M. NABERS

STATE OF FLORIDA, COUNTY OF ORANGE  
 I HEREBY CERTIFY that this is a copy of  
 the document as recorded by this office  
 MARTHA O. HAYNIE, COUNTY CLERK  
 By *[Signature]*  
 \_\_\_\_\_

DATED: 6/17/05



STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of September, 1990 by JOHN M. NABERS.



Karen E. Balis  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission expires Oct. 9, 1990

PROPERTY APPRAISER'S PARCEL  
I.D. NO. 17 23 28 9336 00510

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

STEPHEN W. SNIVELY, ESQUIRE  
MAGUIRE, VOORHIS & WELLS, P.A.  
Post Office Box 533  
Orlando, Florida 32802

(R:803\Sharpe51)

OR4222 PG0401

RECORDED & RECORD VERIFIED

Martina O. Haynie  
County Controller, Orange Co., FL

STATE OF FLORIDA - COUNTY OF ORANGE  
I HEREBY CERTIFY that this is a copy of  
the document as recorded in this office.  
MARTINA O. HAYNIE, COUNTY CONTROLLER

By: Marilyn Storey

DATED: 6/17/05





I HEREBY CERTIFY that this is a copy of the document as recorded in this office.  
MARTIN Q. HAYNE, COUNTY COMPTROLLER  
By: *Marilyn A. Stovall*

RETURN TO 7-59928  
LAWYERS TITLE INSURANCE CORP.  
7575 DR. PHILLIPS' BLVD., SUITE 130  
ORLANDO, FLORIDA 32819-0290

THIS INSTRUMENT WAS PREPARED BY *C. Hamilton* / to  
An E-Office of LAWYERS TITLE INSURANCE CORP.  
7575-D, Phillips Blvd., Suite 130, Orlando, FL 32819-0290  
INCIDENT TO THE ISSUANCE OF A  
TITLE INSURANCE CONTRACT.

WARRANTY DEED  
INDIVID. TO INDIVID

RANCO FORM 01

This Warranty Deed Made the 29th day of NOVEMBER A. D. 19 88  
JOSEPH ERIC STEPHENSON and JOAN MAVIS STEPHENSON, his wife

hereinafter called the grantor, to  
MARK S. MCKEE and ELIZABETH D. MCKEE, his wife  
SS# 372-50-8756 SS# 053-40-9508  
whose postoffice address is 1017 CAKDALE STREET, WINDERMERE, FLORIDA 32786  
hereinafter called the grantee:

(Whether used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, assigns, releases, conveys and confirms unto the grantee, all that certain land situate in ORANGE County, Florida, viz:

Lot 52, FLAT OF WINDERMERE, according to the Flat thereof as recorded in Plat Book G; Pages 36 through 39, of the Public Records of Orange County, Florida.

Rec Fee \$ 7.00 THOMAS H. LOCKER,  
Add Rec \$ 1.00 Orange County  
Doc Tax \$ 973.50 Comptroller  
Int Tax \$ By S  
Total \$ 979.50 Deputy Clerk

3145966 ORANGE CO. FL.  
04:05:20 PM 12/06/88  
OR 4037 PG 1725

Parcel # 17-23-28-9336-00520

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said lands; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 87. This conveyance is also subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed, and subject also to applicable zoning ordinances and taxes.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

*Stevens Hamilton*  
*Candy M... ..*

*J.E. Stephenson* L.S.  
JOSEPH ERIC STEPHENSON  
*J.M. Stephenson* L.S.  
JOAN MAVIS STEPHENSON

STATE OF FLORIDA  
COUNTY OF ORANGE  
*Thomas H. Locker*  
County Comptroller, Orange County, FL

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSEPH ERIC STEPHENSON and JOAN MAVIS STEPHENSON, his wife

to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of NOVEMBER 1988

*Stevens Hamilton*  
Notary Public

This instrument prepared by *Hamilton*  
Address





2062338 OR. 25...

JAN 15 1984 3462 P. J47

523

WARRANTY DEED STATUTORY P. 9, 489, 52

RAMCO FORM 40

# This Indenture,

(Wherever used herein the terms "first party" and "second party" shall include singular and plural heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Made this 30 day of December, A. D. 1983

BETWEEN LINDA S. CAUDILL, a married woman,

of the County of Orange in the State of Florida, party of the first part, and

JAMES RAY MEEKS and OUIDA MEEKS, his wife, of the County of Orange in the State of Florida, whose post office address is 102 North Cumberland Avenue, Ocoee, Florida 32761,

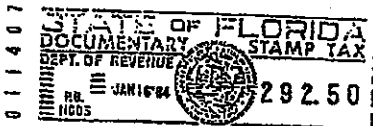
parties of the second part.

**Witnesseth,** That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 Dollars,

to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, and being in the County of Orange State of Florida to-wit:

292 50 Lot 53, REPLAT OF WINDERMERE, according to the plat thereof, as recorded in Plat Book "G", Page 36, Public Records of Orange County, Florida.

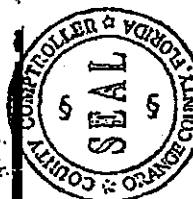
Subject to Purchase Money Mortgage dated May 15, 1981 recorded at Official Records Book 3194, page 1670, Public Records of Orange County, Florida in favor of Eloise Fisher with a current principal balance of \$21,093.24, which indebtedness grantees hereby assume and agree to pay; plus all other matters and restrictions of record.



RECORDED & RECORD VERIFIED

Thomas W. Walker

County Comptroller, Orange Co., Fla.



And the said party of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

**In Witness Whereof,** The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

*Eric S. Washburn* } *Linda S. Caudill*   
Linda S. Caudill, a married woman   
*Judith O. Washburn*

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that, on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

LINDA S. CAUDILL, a married woman,

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of December A. D. 1983

*Judith O. Washburn*  
Notary Public, State of Florida  
My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Oct. 8, 1985  
Signed This 27th day of December, 1983

This Instrument prepared by:

Address

ERIC S. WASHBURN  
Attorney at Law  
P. O. Box 1277  
Winter Garden, FL 32787  
P.O. 838-1876

STATE OF FLORIDA - COUNTY OF ORANGE  
I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of the original as recorded in the Public Records of Orange County, Florida.  
MARTHA O. HAYNES, COUNTY CLERK  
By: *Marybeth J. Starnes* 1/17/84

*292 50*

AUG-17-2000 14:20

2 CLOSING TABLE/FURMAN

7 788 3863 P.04/09

THIS INSTRUMENT WAS PREPARED BY:  
HOWARD MARK FURMAN, ESQUIRE  
2170 WEST STATE ROAD 434, SUITE 302  
LONGWOOD, FLORIDA 32779  
Cleared 11/3/92

Orange Co FL 2000-0397266  
09192000 01:41:41pm  
OR Bk 6090 Pg 4223  
Rec 6.00 DSC 2,730.00

RETURN TO: The Closing Table, Inc.  
2170 W. State Road 434, Suite 302  
Longwood, FL 32779  
FILE: HQ004555

Recorded - Martha D. Haynie  
STATE OF FLORIDA - COUNTY OF ORANGE  
I HEREBY CERTIFY that this is a copy of  
the document as recorded in this office.  
MARTHA D. HAYNIE, COUNTY COMPTROLLER



BUYER #1 S.S. NUMBER 261-85-9992  
BUYER #2 S.S. NUMBER 295-78-3370

By: Maureen L. Jones, S.C.

**WARRANTY DEED.**

6/17/05

**THIS INDENTURE** was made and is effective as of the date of delivery to Grantee which may be a date after the date on which the last Grantor signed this document as acknowledged before a notary or consul, between grantor.

**DOUGLAS K. WOLF, JOINED BY HIS WIFE, AMY CAPPELLANTI,**

and grantee:

**MATTHEW E. SULLIVAN and STACEY K. SULLIVAN, HUSBAND AND WIFE**

whose street address shall be **1003 OAKDALE STREET, WINDERMERE, FL 34786**

**WITNESSETH:** That grantor for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, paid by grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the grantee, his heirs and assigns forever, the following described land, together with improvements thereon, to wit:

**Lot 54, PLAT OF WINDERMERE, according to the plat thereof recorded in Plat Book G, Pages 36-39, of the Public Records of Orange County, Florida. TAX FOLIO #:17-23-28-9336-00540**

**SUBJECT TO:** Restrictions, limitations and easements of record, if any; however, this conveyance shall not serve to reimpose same. Taxes accruing subsequent to 12-31-1999.

**AND** the grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF,** the said grantor has signed and sealed these presents the day and year notarized below.

YOU ARE REQUIRED TO HAVE TWO (2) WITNESSES AS TO EACH GRANTOR (EACH WITNESS MUST PRINT HIS/HER NAME BELOW HIS/HER SIGNATURE):

WITNESS 1 [Signature]  
SIGNATURE OF WITNESS  
DRIAN MILLER  
PRINT NAME OF WITNESS

WITNESS 2 [Signature] [Signature]  
SIGNATURE OF WITNESS SIGNATURE OF DOUGLAS K. WOLF  
MARILYN LONES BRANDT  
PRINT NAME OF WITNESS

WITNESS 1 [Signature]  
SIGNATURE OF WITNESS  
ANNIE J. FONG  
PRINT NAME OF WITNESS

WITNESS 2 [Signature] [Signature]  
SIGNATURE OF WITNESS SIGNATURE OF AMY CAPPELLANTI  
JANDEA BECK  
PRINT NAME OF WITNESS

The forwarding address for DOUGLAS K. WOLF

is: APPLE, 1 INFINITE LOOP, DR: 35-A OK

The forwarding address for AMY CAPPELLANTI

is: CUPERTINO, CA 95014

**STATE OF CALIFORNIA COUNTY OF SANTA CLARA:**

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **DOUGLAS K. WOLF** to me known to be the person described in and who executed the foregoing instrument, and who has produced FLORIDA as identification, and acknowledged before me under oath that he/she executed the same. **WITNESS** my hand and official seal this 10 day of AUG., 2000. DRIVERS LICENSE

SEAL OF NOTARY or CONSUL

Signature of Notary Public or Consul / commission expiration date / serial # (if any)  
PRINT NOTARY/CONSUL NAME: MARILYN LONES BRANDT

**STATE OF CALIFORNIA COUNTY OF LOS ANGELES, SS:**

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **AMY CAPPELLANTI** to me known to be the person described in and who executed the foregoing instrument, and who has produced FLORIDA as identification, and acknowledged before me under oath that he/she executed the same. **WITNESS** my hand and official seal this 17 day of AUGUST, 2000. DRIVERS LICENSE

SEAL OF NOTARY or CONSUL

Signature of Notary Public or Consul / commission expiration date / serial # (if any)  
PRINT NOTARY/CONSUL NAME: ANNIE J. FONG



9/15 RETURN TO: 00-6401  
AMERICAN SURETY  
INSURANCE COMPANY  
10000 W. 11th St., Suite 200  
Tampa, FL 33607

Return to: (enclose self-address stamped envelope)

Name: Beth W. Miller  
Address: Trisman, Willard & Uncapher, P.A.  
Post Office Box 1660  
Winter Park, Florida 32790

Rec Fee \$ 5.00 MARTHA O. HAYNIE,  
Add Fee \$ 1.00 Orange County  
Doc Tax \$ 882.00  
Int Tax \$  
Total \$ 888.00 Deputy Clerk

This Instrument Prepared by:

Name: Beth W. Miller  
Address: Trisman, Willard & Uncapher, P.A.  
Post Office Box 1660  
Winter Park, Florida 32790

17-23-28-9336-00920  
Tax Identification Number of Property Conveyed

261-88-4942 and 263-89-6481  
Social Security Numbers of Grantees

### Quitclaim Deed

This Quitclaim Deed, executed this 7th day of December, 1992, by Franklin W. Chase, III, whose address is Post Office Box 100, Windermere, Florida 32819 (hereinafter referred to as "Grantor"), to Franklin W. Chase, III and Ellen S. Chase, his wife, as tenants by the entirety, whose address is Post Office Box 100, Windermere, Florida 32819 (hereinafter collectively referred to as "Grantees"):

Witnesseth, that the said Grantor, for and in consideration of the sum of \$10, in hand paid by the said Grantees, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto the said Grantees, forever, all the right, title, interest, claim, and demand which the said Grantor has in and to the following described lot, piece, or parcel of land, situate, lying, and being in the County of Orange, State of Florida, to-wit:

Lots 92 and 93, REPLAT OF WINDERMERE, as recorded in Plat Book G, Pages 36 through 39, Public Records of Orange County, Florida.

This conveyance is subject to that Mortgage in the amount of \$252,000 from Franklin W. Chase, III, to NCNB Mortgage Corporation, dated February 9, 1990, and recorded February 20, 1990, at O.R. Book 4158, Page 4412, Public Records of Orange County, Florida.

To Have and To Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behoof of the said Grantees forever.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

*Richard F. Trisman*  
RICHARD F. TRISMAN  
(Please Print or Type Name)

*Franklin W. Chase, III*  
Franklin W. Chase, III

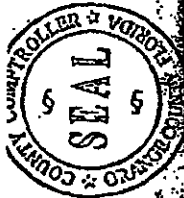
*Margie A. Brown*  
MARGIE A. BROWN  
(Please Print or Type Name)

4307121 ORANGE CO., FL.  
12/11/92 08:15:48am

STATE OF FLORIDA )  
                          ) SS.  
COUNTY OF ORANGE )

OR 44-99-208665

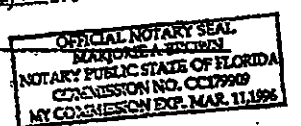
*Maureen* The foregoing instrument was acknowledged before me this 7th day of December, 1992, by Franklin W. Chase, III, who is personally known to me.



I HEREBY CERTIFY that this is a copy of the document as recorded in this office.  
MARTHA O. HAYNIE, COUNTY COMPTROLLER  
By: *Maureen*  
DATED: 12/11/92

2051405008  
11/16/92-9c  
Notary Public  
Orange County, Florida

*Margie A. Brown*  
MARGIE A. BROWN  
(Please Print or Type Name)  
Notary Public  
Commission Number:





Orange Co FL 1998-0177883  
05/07/98 04:13:32pm  
OR Bk 5477 Pg 2786  
Rec 6.00 BSC 1,400.00

Recorded - Martha G. Haynie

Parcel ID Number: 17-23-28-9336-00-940  
Grantor #1 TR: 258-49-4553

# Warranty Deed

This Indenture, Made this 30th day of April, 1998 A.D. Between  
JANE E. SANFORD, a married woman,

of the County of VOLUSIA, State of Florida, grantor, and  
MARK W. KESSLER, a single man,

whose address is: 5079 Latrobe Dr., Windermere, Florida 34786

of the County of Orange, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of TWO HUNDRED THOUSAND AND - -  
----- XX/100 ----- DOLLARS,

and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs and assigns forever, the following described land, situate, lying and being in the County of ORANGE State of Florida to wit:

Lot 95, Plat of Windermere, according to the Plat thereof, as recorded in Plat Book G, Page 36, 37 and 38, of the Public Records of Orange County, Florida.

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 1997.

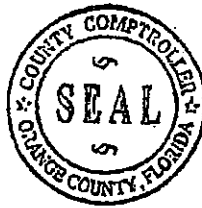
The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor. The Grantor's HOMESTEAD address is 515 DORSET CIRCLE 5TH DAYTONA, FLORIDA 32119.

RETURN TO: 0K982013  
COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
2233 LEE ROAD, SUITE 204  
WINTER PARK, FL 32789

STATE OF FLORIDA - COUNTY OF ORANGE  
I HEREBY CERTIFY that this is a copy of  
the document as recorded in this office.

MARTHA G. HAYNIE, COUNTY COMPTROLLER  
By: *Martha G. Haynie*

DATED: 6/17/05



and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.  
In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.  
Signed, sealed and delivered in our presence:

*Theresa Tygart*  
Printed Name: Theresa Tygart  
Witness

*Jane E. Sanford* (Seal)  
JANE E. SANFORD  
P.O. Address 515 DORSET CIRCLE, DAYTONA BEACH, FL 32119

*Arria Mae Williams*  
Printed Name: ARRA MAE WILLIAMS  
Witness

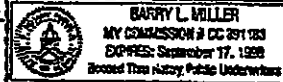
STATE OF Florida  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of April, 1998 by  
JANE E. SANFORD, a married woman,

who is personally known to me or who has produced her Florida driver's license as identification.

This Document Prepared By:

BARRY L. MILLER, P.A. ATTORNEY AT LAW  
33 NORTH SUMMERLIN AVE.  
ORLANDO, FL 32801



*Barry L. Miller*  
Barry L. Miller  
NOTARY PUBLIC  
My Commission Expires 09/17/98

Prepared By and Return To:  
 Name: 9115184  
 PATT RUSSELL  
 Address: MERIDIAN TITLE INSURANCE  
 270 E. HIGHWAY 50  
 WINTER GARDEN, FLORIDA 34787  
 Property Appraisers Parcel ID. (Folio) Number(s):  
 17-23-28-9336-00940  
 Grantee(s) S.S. # (s):

WARRANTY DEED  
 STATE OF FLORIDA - COUNTY OF ORANGE  
 I HEREBY CERTIFY that this is a copy of  
 the document as recorded in this office.  
 MARTHA O. HAYNE, COUNTY COMPTROLLER  
 DATED: 6/17/05



SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED Made the Seventeenth day of January A.D. 19 92 by  
 VIRGINIA B. MERIAM AND HUSBAND, MORRISON G. MERIAM  
 whose postoffice address is P.O. BOX 98, WINDERHERE, FL 34786  
 hereinafter called the grantor, to ELEX R. SCROGGINS AND DEBORAH V. SCROGGINS, HUSBAND AND  
 WIFE

whose postoffice address is 510 RIDGEFIELD AVENUE, OCOEE, FL 34761  
 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and  
 the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of \$ 10.00 and other  
 valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises,  
 releases, conveys and confirms unto the grantee, all that certain land situate in ORANGE  
 County, Florida, viz:

LOT 94 OF PLAT OF WINDERHERE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT  
 BOOK G, AT PAGE 33-39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Fee \$ 5.00 MARTHA O. HAYNE,  
 Add Fee \$ 1.00 Orange County  
 Doc Tax \$ 618.00 Comptroller  
 Imp Tax \$ - By  
 Total \$ 624.00 Deputy Clerk

3986564 Orange Co. FL.  
 02/05/92 10:03:47am

OR 4370 PG 436

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise  
 appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;  
 that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully  
 warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that  
 said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1990.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above  
 written.

Signed, sealed and delivered in our presence:

Witness Signature: Dawn D. Deloe

DAWN D. DELOE

Witness Printed Name

Witness Signature: Linda Waller

LINDA WALLER

Witness Printed Name

STATE OF FLORIDA  
 COUNTY OF ORANGE

BEVERLY A. BICKER, JUDGE  
 Martha Hayne  
 County Comptroller, Orange Co., FL

Grantor Signature: Virginia B. Meriam  
 VIRGINIA B. MERIAM  
 Grantor Printed Name

Grantor Signature: Morrison G. Meriam  
 MORRISON G. MERIAM  
 Grantor Printed Name

Morrison Curtiss Meriam  
 I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared  
 VIRGINIA B. MERIAM AND HUSBAND, MORRISON G. MERIAM who produced FL Driver's License  
 M650-864-12-682 & M650-543-11-096, and who did not take an oath.

to me known to be the person (s) described in and who executed the foregoing instrument and he/she/they acknowledged  
 before me that he/she/they executed the same.

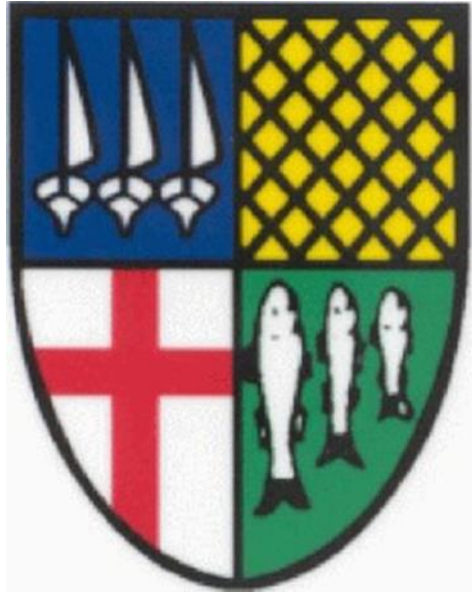
I, WITNESS my hand and official seal in the County and State last aforesaid this Seventeenth day of  
 January A.D. 19 92

Notary Public, State of Florida at Large  
 My Commission Expires July 8, 1998

Notary Signature: Dawn D. Deloe  
 DAWN D. DELOE  
 Printed Notary Name

RETURN TO: 9115184  
 Meridian Title Insurance Co.  
 270 E. Hwy. 50, Suite 210  
 Winter Garden, FL 34787

APPENDIX D:  
PUBLIC SCHOOL FACILITIES ELEMENT ATTACHMENTS



**INTRODUCTION**

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.  
 If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.  
 If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

**Summary of revenue/expenditures available for new construction and remodeling projects only.**

	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	Five Year Total
Total Revenues	\$1,056,192,850	\$714,382,945	\$670,009,597	\$640,200,514	\$477,968,123	\$3,558,754,029
Total Project Costs	\$1,056,192,850	\$714,382,945	\$670,009,597	\$640,200,514	\$477,968,123	\$3,558,754,029
Difference (Remaining Funds)	\$0	\$0	\$0	\$0	\$0	\$0

**District** ORANGE COUNTY SCHOOL DISTRICT

**Fiscal Year Range**

**CERTIFICATION**

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

**Date of School Board Adoption** 9/12/2017  
**Work Plan Submittal Date** 12/15/2017  
**DISTRICT SUPERINTENDENT** Dr. Barbara M. Jenkins  
**CHIEF FINANCIAL OFFICER** Mr. Dale Kelly  
**DISTRICT POINT-OF-CONTACT PERSON** Ms. Jessma Lambert  
**JOB TITLE** Facilities Director, Construction Planning  
**PHONE NUMBER** 407-317-3700 ext. 5047  
**E-MAIL ADDRESS** jessma.lambert@ocps.net



# Expenditures

## Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2017 - 2018 Actual Budget	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	Total
HVAC	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Flooring	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Roofing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					

Safety to Life		\$11,785,772	\$4,380,272	\$4,380,272	\$4,380,272	\$4,380,272	\$29,306,860
Locations:	ACCELERATION EAST, ACCELERATION WEST, ALOMA ELEMENTARY, ANDOVER ELEMENTARY, APOPKA 9TH GRADE CENTER, APOPKA ELEMENTARY, APOPKA MIDDLE, APOPKA SENIOR HIGH, ARBOR RIDGE SCHOOL, AUDUBON PARK ELEMENTARY (OLD), AUDUBON PARK ELEMENTARY RELIEF, AVALON CENTER FOR TECHNICAL EXCELLENCE, AVALON ELEMENTARY, AVALON MIDDLE SCHOOL, AZALEA PARK ELEMENTARY, BAY LAKE ELEMENTARY, BAY MEADOWS ELEMENTARY, BLANKNER K-8 SCHOOL, BONNEVILLE ELEMENTARY, BOONE SENIOR HIGH, BRIDGEWATER MIDDLE, BROOKSHIRE ELEMENTARY, CAMELOT ELEMENTARY, CARVER MIDDLE, CASTLE CREEK ELEMENTARY, CATALINA ELEMENTARY (OLD) , CATALINA ELEMENTARY SCHOOL (NEW), CHAIN OF LAKES MIDDLE, CHENEY ELEMENTARY, CHEROKEE SCHOOL, CHICKASAW ELEMENTARY, CITRUS ELEMENTARY, CLARCONA ELEMENTARY, CLAY SPRINGS ELEMENTARY, COLLEGE PARK MIDDLE, COLONIAL 9TH GRADE CENTER, COLONIAL HIGH, COLUMBI ELEMENTARY SCHOOL, CONWAY ELEMENTARY, CONWAY MIDDLE, CORNER LAKE MIDDLE, CYPRESS CREEK HIGH, CYPRESS PARK ELEMENTARY, CYPRESS SPRINGS ELEMENTARY, DEERWOOD ELEMENTARY, DILLARD STREET ELEMENTARY, DISCOVERY MIDDLE, DOMMERICH ELEMENTARY, DOVER SHORES ELEMENTARY, DR PHILLIPS ELEMENTARY, DR PHILLIPS HIGH, DREAM LAKE ELEMENTARY, DURRANCE ELEMENTARY, EAGLE CREEK ELEMENTARY, EAGLE'S NEST ELEMENTARY, EAST LAKE ELEMENTARY SCHOOL, EAST RIVER HIGH SCHOOL, ECCLESTON ELEMENTARY, EDGEWATER HIGH, ENDEAVOR ELEMENTARY, ENGELWOOD ELEMENTARY, EVANS HIGH, EXCEPTIONAL EDUCATION ADMINISTRATION CENTER, FACILITIES SERVICES, FERN CREEK ELEMENTARY, FORSYTH WOODS ELEMENTARY, FORT GATLIN ADMINISTRATIVE CENTER, FREEDOM HIGH, FREEDOM MIDDLE SCHOOL, GATEWAY SCHOOL, GLENRIDGE MIDDLE, GOTHA MIDDLE, GRAND AVENUE PRIMARY LEARNING CENTER, HANGING MOSS TRANSPORTATION FACILITY, HERNDON WAREHOUSE, HIWASSEE ELEMENTARY, HIDDEN OAKS ELEMENTARY, HILLCREST ELEMENTARY, HOWARD MIDDLE, HUNGERFORD ELEMENTARY, HUNTERS CREEK ELEMENTARY, HUNTERS CREEK MIDDLE, INDEPENDENCE ELEMENTARY, INNOVATION MIDDLE, IVEY LANE ELEMENTARY, JACKSON MIDDLE, JOHN YOUNG ELEMENTARY, JONES HIGH, KALEY ELEMENTARY, KEENE'S CROSSING ELEMENTARY SCHOOL, KILLARNEY ELEMENTARY, LAKE COMO ELEMENTARY, LAKE GEM ELEMENTARY, LAKE GEORGE ELEMENTARY, LAKE NONA BUS COMPOUND, LAKE NONA HIGH, LAKE NONA MIDDLE, LAKE SILVER ELEMENTARY, LAKE SYBELIA ELEMENTARY, LAKE WESTON ELEMENTARY, LAKE WHITNEY ELEMENTARY, LAKEMONT ELEMENTARY, LAKEVIEW MIDDLE, LAKEVILLE ELEMENTARY, LANCASTER ELEMENTARY, LAUREATE PARK ELEMENTARY, LAWTON CHILES ELEMENTARY, LEGACY MIDDLE, LIBERTY MIDDLE, LITTLE RIVER ELEMENTARY, LOCKHART ELEMENTARY, LOCKHART MIDDLE, LOVELL ELEMENTARY, MAGNOLIA EXCEPTIONAL STUDENT EDUCATION CENTER, MAITLAND MIDDLE, MAXEY ELEMENTARY, MCCOY ELEMENTARY, MEADOW WOODS ELEMENTARY, MEADOW WOODS MIDDLE, MEADOWBROOK MIDDLE SCHOOL, MEMORIAL MIDDLE, METROWEST ELEMENTARY, MILLENNIA ELEMENTARY, MILLENNIA GARDENS ELEMENTARY, MOLLIE RAY ELEMENTARY, MOSS PARK ELEMENTARY SCHOOL, NORTHLAKE PARK ELEMENTARY, OAK HILL ELEMENTARY, OAK RIDGE HIGH, OAKSHIRE ELEMENTARY, OCOEE ELEMENTARY, OCOEE HIGH SCHOOL, OCOEE MIDDLE, OPCS ACADEMIC CENTER FOR EXCELLENCE, ODYSSEY MIDDLE, OLYMPIA HIGH, ORANGE CENTER ELEMENTARY, ORANGE TECHNICAL COLLEGE - MID-FLORIDA CAMPUS, ORANGE TECHNICAL COLLEGE - ORLANDO CAMPUS, ORANGE TECHNICAL COLLEGE - WESTSIDE CAMPUS, ORANGE TECHNICAL COLLEGE - WINTER PARK CAMPUS, ORLO VISTA ELEMENTARY, PALM LAKE ELEMENTARY, PALMETTO ELEMENTARY, PERSHING ELEMENTARY, PIEDMONT LAKES MIDDLE, PINAR ELEMENTARY, PINE CASTLE ELEMENTARY, PINE HILLS ELEMENTARY, PINE HILLS TRANSPORTATION, PINELOCH ELEMENTARY, PINWOOD ELEMENTARY, POSITIVE PATHWAYS TRANSITION CENTER, PRAIRIE LAKE ELEMENTARY SCHOOL, PRINCETON ELEMENTARY, RIDGEWOOD PARK ELEMENTARY, RIVERDALE ELEMENTARY, RIVERSIDE ELEMENTARY, ROBERT F HUNGERFORD PREPARATORY HIGH SCHOOL, ROBINSWOOD MIDDLE, ROCK LAKE ELEMENTARY, ROCK SPRINGS ELEMENTARY, ROLLING HILLS ELEMENTARY, RONALD BLOCKER EDUCATIONAL LEADERSHIP CENTER, ROSEMONT ELEMENTARY, SADLER ELEMENTARY, SAND LAKE ELEMENTARY, SHENANDOAH ELEMENTARY, SHINGLE CREEK ELEMENTARY, SILVER STAR CENTER, SOUTH CREEK MIDDLE, SOUTHWEST MIDDLE, SOUTHWOOD ELEMENTARY, SPRING LAKE ELEMENTARY, STONE LAKES ELEMENTARY, SUN BLAZE ELEMENTARY, SUNRIDGE ELEMENTARY, SUNRIDGE MIDDLE, SUNRISE ELEMENTARY, SUNSET PARK ELEMENTARY, TANGELO PARK ELEMENTAR THORNEBROOKE ELEMENTARY, THREE POINTS ELEMENTARY, TILDENVILLE ELEMENTARY, TIMBER CREEK SENIOR HIGH, TIMBER LAKES ELEMENTARY, TIMBER SPRINGS MIDDLE, UNION PARK ELEMENTARY, UNION PARK MIDDLE, UNIVERSITY HIGH, VENTURA ELEMENTARY, VISTA LAKES ELEMENTARY, WALKER MIDDLE, WASHINGTON SHORES ELEMENTARY, WASHINGTON SHORES PLC, WATERBRIDGE ELEMENTARY, WATERFORD ELEMENTARY, WEDGEFIELD SCHOOL, WEKIVA HIGH, WEST CREEK ELEMENTARY, WEST OAKS ELEMENTARY, WEST ORANGE 9TH GRADE CENTER, WEST ORANGE HIGH, WESTBROOKE ELEMENTARY SCHOOL, WESTPONTE ELEMENTARY, WESTRIDGE MIDDLE, WETHERBEE ELEMENTARY, WHEATLEY ELEMENTARY, WHISPERING OAK ELEMENTARY SCHOOL, WILLIAM FRANGUS ELEMENTARY, WINDERMERE ELEMENTARY, WINDERMERE HIGH, WINDY RIDGE SCHOOL, WINEGARD ELEMENTARY, WINTER PARK 9TH GRADE CENTER, WINTER PARK HIGH, WOLF LAKE ELEMENTARY, WOLF LAKE MIDDLE, WYNDHAM LAKES ELEMENTARY, ZELLWOOD ELEMENTARY						
Fencing		\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.						
Parking		\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.						
Electrical		\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.						
Fire Alarm		\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.						
Telephone/Intercom System		\$0	\$0	\$0	\$0	\$0	\$0

Locations:	No Locations for this expenditure.					
Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Paint	\$8,110,514	\$5,750,000	\$5,750,000	\$5,750,000	\$5,750,000	\$31,110,514
Locations:	ACCELERATION EAST, ACCELERATION WEST, ALOMA ELEMENTARY, ANDOVER ELEMENTARY, APOPKA 9TH GRADE CENTER, APOPKA ELEMENTARY, APOPKA MIDDLE, APOPKA SENIOR HIGH, ARBOR RIDGE SCHOOL, AUDUBON PARK ELEMENTARY (OLD), AUDUBON PARK ELEMENTARY RELIEF, AVALON CENTER FOR TECHNICAL EXCELLENCE, AVALON ELEMENTARY, AVALON MIDDLE SCHOOL, AZALEA PARK ELEMENTARY, BAY LAKE ELEMENTARY, BAY MEADOWS ELEMENTARY, BLANKNER K-8 SCHOOL, BONNEVILLE ELEMENTARY, BOONE SENIOR HIGH, BRIDGEWATER MIDDLE, BROOKSHIRE ELEMENTARY, CAMELOT ELEMENTARY, CARVER MIDDLE, CASTLE CREEK ELEMENTARY, CATALINA ELEMENTARY (OLD) , CATALINA ELEMENTARY SCHOOL (NEW), CHAIN OF LAKES MIDDLE, CHENEY ELEMENTARY, CHEROKEE SCHOOL, CHICKASAW ELEMENTARY, CITRUS ELEMENTARY, CLARCONA ELEMENTARY, CLAY SPRINGS ELEMENTARY, COLLEGE PARK MIDDLE, COLONIAL 9TH GRADE CENTER, COLONIAL HIGH, COLUMBI ELEMENTARY SCHOOL, CONWAY ELEMENTARY, CONWAY MIDDLE, CORNER LAKE MIDDLE, CYPRESS CREEK HIGH, CYPRESS PARK ELEMENTARY, CYPRESS SPRINGS ELEMENTARY, DEERWOOD ELEMENTARY, DILLARD STREET ELEMENTARY, DISCOVERY MIDDLE, DOMMERICH ELEMENTARY, DOVER SHORES ELEMENTARY, DR PHILLIPS ELEMENTARY, DR PHILLIPS HIGH, DREAM LAKE ELEMENTARY, DURRANCE ELEMENTARY, EAGLE CREEK ELEMENTARY, EAGLE'S NEST ELEMENTARY, EAST LAKE ELEMENTARY SCHOOL, EAST RIVER HIGH SCHOOL, ECCLESTON ELEMENTARY, EDGEWATER HIGH, ENDEAVOR ELEMENTARY, ENGELWOOD ELEMENTARY, EVANS HIGH, EXCEPTIONAL EDUCATION ADMINISTRATION CENTER, FACILITIES SERVICES, FERN CREEK ELEMENTARY, FORSYTH WOODS ELEMENTARY, FORT GATLIN ADMINISTRATIVE CENTER, FREEDOM HIGH, FREEDOM MIDDLE SCHOOL, GATEWAY SCHOOL, GLENRIDGE MIDDLE, GOTHA MIDDLE, GRAND AVENUE PRIMARY LEARNING CENTER, HANGING MOSS TRANSPORTATION FACILITY, HERNDON WAREHOUSE, HIAWASSEE ELEMENTARY, HIDDEN OAKS ELEMENTARY, HILLCREST ELEMENTARY, HOWARD MIDDLE, HUNGERFORD ELEMENTARY, HUNTERS CREEK ELEMENTARY, HUNTERS CREEK MIDDLE, INDEPENDENCE ELEMENTARY, INNOVATION MIDDLE, IVEY LANE ELEMENTARY, JACKSON MIDDLE, JOHN YOUNG ELEMENTARY, JONES HIGH, KALEY ELEMENTARY, KEENE'S CROSSING ELEMENTARY SCHOOL, KILLARNEY ELEMENTARY, LAKE COMO ELEMENTARY, LAKE GEM ELEMENTARY, LAKE GEORGE ELEMENTARY, LAKE NONA BUS COMPOUND, LAKE NONA HIGH, LAKE NONA MIDDLE, LAKE SILVER ELEMENTARY, LAKE SYBELIA ELEMENTARY, LAKE WESTON ELEMENTARY, LAKE WHITNEY ELEMENTARY, LAKEMONT ELEMENTARY, LAKEVIEW MIDDLE, LAKEVILLE ELEMENTARY, LANCASTER ELEMENTARY, LAUREATE PARK ELEMENTARY, LAWTON CHILES ELEMENTARY, LEGACY MIDDLE, LIBERTY MIDDLE, LITTLE RIVER ELEMENTARY, LOCKHART ELEMENTARY, LOCKHART MIDDLE, LOVELL ELEMENTARY, MAGNOLIA EXCEPTIONAL STUDENT EDUCATION CENTER, MAITLAND MIDDLE, MAXEY ELEMENTARY, MCCOY ELEMENTARY, MEADOW WOODS ELEMENTARY, MEADOW WOODS MIDDLE, MEADOWBROOK MIDDLE SCHOOL, MEMORIAL MIDDLE, METROWEST ELEMENTARY, MILLENNIA ELEMENTARY, MILLENNIA GARDENS ELEMENTARY, MOLLIE RAY ELEMENTARY, MOSS PARK ELEMENTARY SCHOOL, NORTHLAKE PARK ELEMENTARY, OAK HILL ELEMENTARY, OAK RIDGE HIGH, OAKSHIRE ELEMENTARY, OCOEE ELEMENTARY, OCOEE HIGH SCHOOL, OCOEE MIDDLE, OCPS ACADEMIC CENTER FOR EXCELLENCE, ODYSSEY MIDDLE, OLYMPIA HIGH, ORANGE CENTER ELEMENTARY, ORANGE TECHNICAL COLLEGE - MID-FLORIDA CAMPUS, ORANGE TECHNICAL COLLEGE - ORLANDO CAMPUS, ORANGE TECHNICAL COLLEGE - WESTSIDE CAMPUS, ORANGE TECHNICAL COLLEGE - WINTER PARK CAMPUS, ORLO VISTA ELEMENTARY, PALM LAKE ELEMENTARY, PALMETTO ELEMENTARY, PERSHING ELEMENTARY, PIEDMONT LAKES MIDDLE, PINAR ELEMENTARY, PINE CASTLE ELEMENTARY, PINE HILLS ELEMENTARY, PINE HILLS TRANSPORTATION, PINELOCH ELEMENTARY, PINWOOD ELEMENTARY, POSITIVE PATHWAYS TRANSITION CENTER, PRAIRIE LAKE ELEMENTARY SCHOOL, PRINCETON ELEMENTARY, RIDGEWOOD PARK ELEMENTARY, RIVERDALE ELEMENTARY, RIVERSIDE ELEMENTARY, ROBERT F HUNGERFORD PREPARATORY HIGH SCHOOL, ROBINSWOOD MIDDLE, ROCK LAKE ELEMENTARY, ROCK SPRINGS ELEMENTARY, ROLLING HILLS ELEMENTARY, RONALD BLOCKER EDUCATIONAL LEADERSHIP CENTER, ROSEMONT ELEMENTARY, SADLER ELEMENTARY, SAND LAKE ELEMENTARY, SHENANDOAH ELEMENTARY, SHINGLE CREEK ELEMENTARY, SILVER STAR CENTER, SOUTH CREEK MIDDLE, SOUTHWEST MIDDLE, SOUTHWOOD ELEMENTARY, SPRING LAKE ELEMENTARY, STONE LAKES ELEMENTARY, SUN BLAZE ELEMENTARY, SUNRIDGE ELEMENTARY, SUNRIDGE MIDDLE, SUNRISE ELEMENTARY, SUNSET PARK ELEMENTARY, TANGELO PARK ELEMENTAR THORNEBROOKE ELEMENTARY, THREE POINTS ELEMENTARY, TILDENVILLE ELEMENTARY, TIMBER CREEK SENIOR HIGH, TIMBER LAKES ELEMENTARY, TIMBER SPRINGS MIDDLE, UNION PARK ELEMENTARY, UNION PARK MIDDLE, UNIVERSITY HIGH, VENTURA ELEMENTARY, VISTA LAKES ELEMENTARY, WALKER MIDDLE, WASHINGTON SHORES ELEMENTARY, WASHINGTON SHORES PLC, WATERBRIDGE ELEMENTARY, WATERFORD ELEMENTARY, WEDGEFIELD SCHOOL, WEKIVA HIGH, WEST CREEK ELEMENTARY, WEST OAKS ELEMENTARY, WEST ORANGE 9TH GRADE CENTER, WEST ORANGE HIGH, WESTBROOKE ELEMENTARY SCHOOL, WESTPOINTE ELEMENTARY, WESTRIDGE MIDDLE, WETHERBEE ELEMENTARY, WHEATLEY ELEMENTARY, WHISPERING OAK ELEMENTARY SCHOOL, WILLIAM FRANGUS ELEMENTARY, WINDERMERE ELEMENTARY, WINDERMERE HIGH, WINDY RIDGE SCHOOL, WINEGARD ELEMENTARY, WINTER PARK 9TH GRADE CENTER, WINTER PARK HIGH, WOLF LAKE ELEMENTARY, WOLF LAKE MIDDLE, WYNDHAM LAKES ELEMENTARY, ZELLWOOD ELEMENTARY					
Maintenance/Repair	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
<b>Sub Total:</b>	<b>\$19,896,286</b>	<b>\$10,130,272</b>	<b>\$10,130,272</b>	<b>\$10,130,272</b>	<b>\$10,130,272</b>	<b>\$60,417,374</b>

PECO Maintenance Expenditures	\$2,395,334	\$0	\$0	\$0	\$0	\$2,395,334
<b>1.50 Mill Sub Total:</b>	<b>\$290,946,743</b>	<b>\$139,614,401</b>	<b>\$154,797,606</b>	<b>\$173,694,175</b>	<b>\$176,664,704</b>	<b>\$935,717,629</b>

Other Items		2017 - 2018 Actual Budget	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	Total
Maintenance Transfer and Transfers Out		\$2,395,334	\$0	\$0	\$0	\$0	\$2,395,334
Locations	ACCELERATION EAST, ACCELERATION WEST, ALOMA ELEMENTARY, ANDOVER ELEMENTARY, APOPKA 9TH GRADE CENTER, APOPKA ELEMENTARY, APOPKA MIDDLE, APOPKA SENIOR HIGH, ARBOR RIDGE SCHOOL, AUDUBON PARK ELEMENTARY (OLD), AUDUBON PARK ELEMENTARY RELIEF, AVALON CENTER FOR TECHNICAL EXCELLENCE, AVALON ELEMENTARY, AVALON MIDDLE SCHOOL, AZALEA PARK ELEMENTARY, BAY LAKE ELEMENTARY, BAY MEADOWS ELEMENTARY, BLANKNER K-8 SCHOOL, BONNEVILLE ELEMENTARY, BOONE SENIOR HIGH, BRIDGEWATER MIDDLE, BROOKSHIRE ELEMENTARY, CAMELOT ELEMENTARY, CARVER MIDDLE, CASTLE CREEK ELEMENTARY, CATALINA ELEMENTARY (OLD) , CATALINA ELEMENTARY SCHOOL (NEW), CHAIN OF LAKES MIDDLE, CHENEY ELEMENTARY, CHEROKEE SCHOOL, CHICKASAW ELEMENTARY, CITRUS ELEMENTARY, CLARCONA ELEMENTARY, CLAY SPRINGS ELEMENTARY, COLLEGE PARK MIDDLE, COLONIAL 9TH GRADE CENTER, COLONIAL HIGH, COLUMBIA ELEMENTARY SCHOOL, CONWAY ELEMENTARY, CONWAY MIDDLE, CORNER LAKE MIDDLE, CYPRESS CREEK HIGH, CYPRESS PARK ELEMENTARY, CYPRESS SPRINGS ELEMENTARY, DEERWOOD ELEMENTARY, DILLARD STREET ELEMENTARY, DISCOVERY MIDDLE, DOMMERICH ELEMENTARY, DOVER SHORES ELEMENTARY, DR PHILLIPS ELEMENTARY, DR PHILLIPS HIGH, DREAM LAKE ELEMENTARY, DURRANCE ELEMENTARY, EAGLE CREEK ELEMENTARY, EAGLE NEST ELEMENTARY, EAST LAKE ELEMENTARY SCHOOL, EAST RIVER HIGH SCHOOL, ECCLESTON ELEMENTARY, EDGEWATER HIGH, ENDEAVOR ELEMENTARY, ENGELWOOD ELEMENTARY, EVANS HIGH, EXCEPTIONAL EDUCATION ADMINISTRATION CENTER, FACILITIES SERVICES, FERN CREEK ELEMENTARY, FORSYTH WOODS ELEMENTARY, FORT GATLIN ADMINISTRATIVE CENTER, FREEDOM HIGH, FREEDOM MIDDLE SCHOOL, GATEWAY SCHOOL, GLENRIDGE MIDDLE, GOTHA MIDDLE, GRAND AVENUE PRIMARY LEARNING CENTER, HANGING MOSS TRANSPORTATION FACILITY, HERNDON WAREHOUSE, HIWASSEE ELEMENTARY, HIDDEN OAKS ELEMENTARY, HILLCREST ELEMENTARY, HOWARD MIDDLE, HUNGERFORD ELEMENTARY, HUNTERS CREEK ELEMENTARY, HUNTERS CREEK MIDDLE, INDEPENDENCE ELEMENTARY, INNOVATION MIDDLE, IVEY LANE ELEMENTARY, JACKSON MIDDLE, JOHN YOUNG ELEMENTARY, JONES HIGH, KALEY ELEMENTARY, KEENE'S CROSSING ELEMENTARY SCHOOL, KILLARNEY ELEMENTARY, LAKE COMO ELEMENTARY, LAKE GEM ELEMENTARY, LAKE GEORGE ELEMENTARY, LAKE NONA BUS COMPOUND, LAKE NONA HIGH, LAKE NONA MIDDLE, LAKE SILVER ELEMENTARY, LAKE SYBELIA ELEMENTARY, LAKE WESTON ELEMENTARY, LAKE WHITNEY ELEMENTARY, LAKEMONT ELEMENTARY, LAKEVIEW MIDDLE, LAKEVILLE ELEMENTARY, LANCASTER ELEMENTARY, LAUREATE PARK ELEMENTARY, LAWTON CHILES ELEMENTARY, LEGACY MIDDLE, LIBERTY MIDDLE, LITTLE RIVER ELEMENTARY, LOCKHART ELEMENTARY, LOCKHART MIDDLE, LOVELL ELEMENTARY, MAGNOLIA EXCEPTIONAL STUDENT EDUCATION CENTER, MAITLAND MIDDLE, MAXEY ELEMENTARY, MCCOY ELEMENTARY, MEADOW WOODS ELEMENTARY, MEADOW WOODS MIDDLE, MEADOWBROOK MIDDLE SCHOOL, MEMORIAL MIDDLE, METROWEST ELEMENTARY, MILLENNIA ELEMENTARY, MILLENNIA GARDENS ELEMENTARY, MOLLIE RAY ELEMENTARY, MOSS PARK ELEMENTARY SCHOOL, NORTHLAKE PARK ELEMENTARY, OAK HILL ELEMENTARY, OAK RIDGE HIGH, OAKSHIRE ELEMENTARY, OCOEE ELEMENTARY, OCOEE HIGH SCHOOL, OCOEE MIDDLE, OCPS ACADEMIC CENTER FOR EXCELLENCE, ODYSSEY MIDDLE, OLYMPIA HIGH, ORANGE CENTER ELEMENTARY, ORANGE TECHNICAL COLLEGE - MID-FLORIDA CAMPUS, ORANGE TECHNICAL COLLEGE - ORLANDO CAMPUS, ORANGE TECHNICAL COLLEGE - WESTSIDE CAMPUS, ORANGE TECHNICAL COLLEGE - WINTER PARK CAMPUS, ORLO VISTA ELEMENTARY, PALM LAKE ELEMENTARY, PALMETTO ELEMENTARY, PERSHING ELEMENTARY, PIEDMONT LAKES MIDDLE, PINAR ELEMENTARY, PINE CASTLE ELEMENTARY, PINE HILLS ELEMENTARY, PINE HILLS TRANSPORTATION, PINELOCH ELEMENTARY, PINWOOD ELEMENTARY, POSITIVE PATHWAYS TRANSITION CENTER, PRAIRIE LAKE ELEMENTARY SCHOOL, PRINCETON ELEMENTARY, RIDGEWOOD PARK ELEMENTARY, RIVERDALE ELEMENTARY, RIVERSIDE ELEMENTARY, ROBERT F HUNGERFORD PREPARATORY HIGH SCHOOL, ROBINSWOOD MIDDLE, ROCK LAKE ELEMENTARY, ROCK SPRINGS ELEMENTARY, ROLLING HILLS ELEMENTARY, RONALD BLOCKER EDUCATIONAL LEADERSHIP CENTER, ROSEMONT ELEMENTARY, SADLER ELEMENTARY, SAND LAKE ELEMENTARY, SHENANDOAH ELEMENTARY, SHINGLE CREEK ELEMENTARY, SILVER STAR CENTER, SOUTH CREEK MIDDLE, SOUTHWEST MIDDLE, SOUTHWOOD ELEMENTARY, SPRING LAKE ELEMENTARY, STONE LAKES ELEMENTARY, SUN BLAZE ELEMENTARY, SUNRIDGE ELEMENTARY, SUNRIDGE MIDDLE, SUNRISE ELEMENTARY, SUNSET PARK ELEMENTARY, TANGELO PARK ELEMENTARY, THORNEBROOKE ELEMENTARY, THREE POINTS ELEMENTARY, TILDENVILLE ELEMENTARY, TIMBER CREEK SENIOR HIGH, TIMBER LAKES ELEMENTARY, TIMBER SPRINGS MIDDLE, UNION PARK ELEMENTARY, UNION PARK MIDDLE, UNIVERSITY HIGH, VENTURA ELEMENTARY, VISTA LAKES ELEMENTARY, WALKER MIDDLE, WASHINGTON SHORES ELEMENTARY, WASHINGTON SHORES PLC, WATERBRIDGE ELEMENTARY, WATERFORD ELEMENTARY, WEDGEFIELD SCHOOL, WEKIVA HIGH, WEST CREEK ELEMENTARY, WEST OAKS ELEMENTARY, WEST ORANGE 9TH GRADE CENTER, WEST ORANGE HIGH, WESTBROOKE ELEMENTARY SCHOOL, WESTPOINTE ELEMENTARY, WESTRIDGE MIDDLE, WETHERBEE ELEMENTARY, WHEATLEY ELEMENTARY, WHISPERING OAK ELEMENTARY SCHOOL, WILLIAM FRANGUS ELEMENTARY, WINDERMERE ELEMENTARY, WINDERMERE HIGH, WINDY RIDGE SCHOOL, WINEGARD ELEMENTARY, WINTER PARK 9TH GRADE CENTER, WINTER PARK HIGH, WOLF LAKE ELEMENTARY, WOLF LAKE MIDDLE, WYNDHAM LAKES ELEMENTARY, ZELLWOOD ELEMENTARY						
Districtwide Construction		\$21,116,903	\$10,500,000	\$10,800,000	\$11,109,000	\$11,427,270	\$64,953,173

Locations	ACCELERATION EAST, ACCELERATION WEST, ALOMA ELEMENTARY, ANDOVER ELEMENTARY, APOPKA 9TH GRADE CENTER, APOPKA ELEMENTARY, APOPKA MIDDLE, APOPKA SENIOR HIGH, ARBOR RIDGE SCHOOL, AUDUBON PARK ELEMENTARY (OLD), AUDUBON PARK ELEMENTARY RELIEF, AVALON CENTER FOR TECHNICAL EXCELLENCE, AVALON ELEMENTARY, AVALON MIDDLE SCHOOL, AZALEA PARK ELEMENTARY, BAY LAKE ELEMENTARY, BAY MEADOWS ELEMENTARY, BLANKNER K-8 SCHOOL, BONNEVILLE ELEMENTARY, BOONE SENIOR HIGH, BRIDGEWATER MIDDLE, BROOKSHIRE ELEMENTARY, CAMELOT ELEMENTARY, CARVER MIDDLE, CASTLE CREEK ELEMENTARY, CATALINA ELEMENTARY (OLD) , CATALINA ELEMENTARY SCHOOL (NEW), CHAIN OF LAKES MIDDLE, CHENEY ELEMENTARY, CHEROKEE SCHOOL, CHICKASAW ELEMENTARY, CITRUS ELEMENTARY, CLARCONA ELEMENTARY, CLAY SPRINGS ELEMENTARY, COLLEGE PARK MIDDLE, COLONIAL 9TH GRADE CENTER, COLONIAL HIGH, COLUMBIA ELEMENTARY SCHOOL, CONWAY ELEMENTARY, CONWAY MIDDLE, CORNER LAKE MIDDLE, CYPRESS CREEK HIGH, CYPRESS PARK ELEMENTARY, CYPRESS SPRINGS ELEMENTARY, DEERWOOD ELEMENTARY, DILLARD STREET ELEMENTARY, DISCOVERY MIDDLE, DOMMERICH ELEMENTARY, DOVER SHORES ELEMENTARY, DR PHILLIPS ELEMENTARY, DR PHILLIPS HIGH, DREAM LAKE ELEMENTARY, DURRANCE ELEMENTARY, EAGLE CREEK ELEMENTARY, EAGLE NEST ELEMENTARY, EAST LAKE ELEMENTARY SCHOOL, EAST RIVER HIGH SCHOOL, ECCLESTON ELEMENTARY, EDGEWATER HIGH, ENDEAVOR ELEMENTARY, ENGELWOOD ELEMENTARY, EVANS HIGH, EXCEPTIONAL EDUCATION ADMINISTRATION CENTER, FACILITIES SERVICES, FERN CREEK ELEMENTARY, FORSYTH WOODS ELEMENTARY, FORT GATLIN ADMINISTRATIVE CENTER, FREEDOM HIGH, FREEDOM MIDDLE SCHOOL, GATEWAY SCHOOL, GLENRIDGE MIDDLE, GOTHA MIDDLE, GRAND AVENUE PRIMARY LEARNING CENTER, HANGING MOSS TRANSPORTATION FACILITY, HERNDON WAREHOUSE, HIAWASSEE ELEMENTARY, HIDDEN OAKS ELEMENTARY, HILLCREST ELEMENTARY, HOWARD MIDDLE, HUNGERFORD ELEMENTARY, HUNTERS CREEK ELEMENTARY, HUNTERS CREEK MIDDLE, INDEPENDENCE ELEMENTARY, INNOVATION MIDDLE, IVEY LANE ELEMENTARY, JACKSON MIDDLE, JOHN YOUNG SCHOOL, JONES HIGH, KALEY ELEMENTARY, KEENE'S CROSSING ELEMENTARY SCHOOL, KILLARNEY ELEMENTARY, LAKE COMO ELEMENTARY, LAKE GEM ELEMENTARY, LAKE GEORGE ELEMENTARY, LAKE NONA BUS COMPOUND, LAKE NONA HIGH, LAKE NONA MIDDLE, LAKE SILVER ELEMENTARY, LAKE SYBELIA ELEMENTARY, LAKE WESTON ELEMENTARY, LAKE WHITNEY ELEMENTARY, LAKEMONT ELEMENTARY, LAKEVIEW MIDDLE, LAKEVILLE ELEMENTARY, LANCASTER ELEMENTARY, LAUREATE PARK ELEMENTARY, LAWTON CHILES ELEMENTARY, LEGACY MIDDLE, LIBERTY MIDDLE, LITTLE RIVER ELEMENTARY, LOCKHART ELEMENTARY, LOCKHART MIDDLE, LOVELL ELEMENTARY, MAGNOLIA EXCEPTIONAL STUDENT EDUCATION CENTER, MAITLAND MIDDLE, MAXEY ELEMENTARY, MCCOY ELEMENTARY, MEADOW WOODS ELEMENTARY, MEADOW WOODS MIDDLE, MEADOWBROOK MIDDLE SCHOOL, MEMORIAL MIDDLE, METROWEST ELEMENTARY, MILLENNIA ELEMENTARY, MILLENNIA GARDENS ELEMENTARY, MOLLIE RAY ELEMENTARY, MOSS PARK ELEMENTARY SCHOOL, NORTHLAKE PARK ELEMENTARY, OAK HILL ELEMENTARY, OAK RIDGE HIGH, OAKSHIRE ELEMENTARY, OCOEE ELEMENTARY, OCOEE HIGH SCHOOL, OCOEE MIDDLE, OCPS ACADEMIC CENTER FOR EXCELLENCE, ODYSSEY MIDDLE, OLYMPIA HIGH, ORANGE CENTER ELEMENTARY, ORANGE TECHNICAL COLLEGE - MID-FLORIDA CAMPUS, ORANGE TECHNICAL COLLEGE - ORLANDO CAMPUS, ORANGE TECHNICAL COLLEGE - WESTSIDE CAMPUS, ORANGE TECHNICAL COLLEGE - WINTER PARK CAMPUS, ORLO VISTA ELEMENTARY, PALM LAKE ELEMENTARY, PALMETTO ELEMENTARY, PERSHING ELEMENTARY, PIEDMONT LAKES MIDDLE, PINAR ELEMENTARY, PINE CASTLE ELEMENTARY, PINE HILLS ELEMENTARY, PINE HILLS TRANSPORTATION, PINELOCH ELEMENTARY, PINWOOD ELEMENTARY, POSITIVE PATHWAYS TRANSITION CENTER, PRAIRIE LAKE ELEMENTARY SCHOOL, PRINCETON ELEMENTARY, RIDGEWOOD PARK ELEMENTARY, RIVERDALE ELEMENTARY, RIVERSIDE ELEMENTARY, ROBERT F HUNGERFORD PREPARATORY HIGH SCHOOL, ROBINSWOOD MIDDLE, ROCK LAKE ELEMENTARY, ROCK SPRINGS ELEMENTARY, ROLLING HILLS ELEMENTARY, RONALD BLOCKER EDUCATIONAL LEADERSHIP CENTER, ROSEMONT ELEMENTARY, SADLER ELEMENTARY, SAND LAKE ELEMENTARY, SHENANDOAH ELEMENTARY, SHINGLE CREEK ELEMENTARY, SILVER STAR CENTER, SOUTH CREEK MIDDLE, SOUTHWEST MIDDLE, SOUTHWOOD ELEMENTARY, SPRING LAKE ELEMENTARY, STONE LAKES ELEMENTARY, SUN BLAZE ELEMENTARY, SUNRIDGE ELEMENTARY, SUNRIDGE MIDDLE, SUNRISE ELEMENTARY, SUNSET PARK ELEMENTARY, TANGELO PARK ELEMENTARY, THORNEBROOKE ELEMENTARY, THREE POINTS ELEMENTARY, TILDENVILLE ELEMENTARY, TIMBER CREEK SENIOR HIGH, TIMBER LAKES ELEMENTARY, TIMBER SPRINGS MIDDLE, UNION PARK ELEMENTARY, UNION PARK MIDDLE, UNIVERSITY HIGH, VENTURA ELEMENTARY, VISTA LAKES ELEMENTARY, WALKER MIDDLE, WASHINGTON SHORES ELEMENTARY, WASHINGTON SHORES PLC, WATERBRIDGE ELEMENTARY, WATERFORD ELEMENTARY, WEDGEFIELD SCHOOL, WEKIVA HIGH, WEST CREEK ELEMENTARY, WEST OAKS ELEMENTARY, WEST ORANGE 9TH GRADE CENTER, WEST ORANGE HIGH, WESTBROOKE ELEMENTARY SCHOOL, WESTPOINTE ELEMENTARY, WESTRIDGE MIDDLE, WETHERBEE ELEMENTARY, WHEATLEY ELEMENTARY, WHISPERING OAK ELEMENTARY SCHOOL, WILLIAM FRANGUS ELEMENTARY, WINDERMERE ELEMENTARY, WINDERMERE HIGH, WINDY RIDGE SCHOOL, WINEGARD ELEMENTARY, WINTER PARK 9TH GRADE CENTER, WINTER PARK HIGH, WOLF LAKE ELEMENTARY, WOLF LAKE MIDDLE, WYNDHAM LAKES ELEMENTARY, ZELLWOOD ELEMENTARY					
Capital Renewal Program	\$192,693,321	\$63,400,000	\$72,300,000	\$81,400,000	\$77,600,000	\$487,393,321

Locations	ACCELERATION EAST, ACCELERATION WEST, ALOMA ELEMENTARY, ANDOVER ELEMENTARY, APOPKA 9TH GRADE CENTER, APOPKA ELEMENTARY, APOPKA MIDDLE, APOPKA SENIOR HIGH, ARBOR RIDGE SCHOOL, AUDUBON PARK ELEMENTARY (OLD), AUDUBON PARK ELEMENTARY RELIEF, AVALON CENTER FOR TECHNICAL EXCELLENCE, AVALON ELEMENTARY, AVALON MIDDLE SCHOOL, AZALEA PARK ELEMENTARY, BAY LAKE ELEMENTARY, BAY MEADOWS ELEMENTARY, BLANKNER K-8 SCHOOL, BONNEVILLE ELEMENTARY, BOONE SENIOR HIGH, BRIDGEWATER MIDDLE, BROOKSHIRE ELEMENTARY, CAMELOT ELEMENTARY, CARVER MIDDLE, CASTLE CREEK ELEMENTARY, CATALINA ELEMENTARY (OLD) , CATALINA ELEMENTARY SCHOOL (NEW), CHAIN OF LAKES MIDDLE, CHENEY ELEMENTARY, CHEROKEE SCHOOL, CHICKASAW ELEMENTARY, CITRUS ELEMENTARY, CLARCONA ELEMENTARY, CLAY SPRINGS ELEMENTARY, COLLEGE PARK MIDDLE, COLONIAL 9TH GRADE CENTER, COLONIAL HIGH, COLUMBIA ELEMENTARY SCHOOL, CONWAY ELEMENTARY, CONWAY MIDDLE, CORNER LAKE MIDDLE, CYPRESS CREEK HIGH, CYPRESS PARK ELEMENTARY, CYPRESS SPRINGS ELEMENTARY, DEERWOOD ELEMENTARY, DILLARD STREET ELEMENTARY, DISCOVERY MIDDLE, DOMMERICH ELEMENTARY, DOVER SHORES ELEMENTARY, DR PHILLIPS ELEMENTARY, DR PHILLIPS HIGH, DREAM LAKE ELEMENTARY, DURRANCE ELEMENTARY, EAGLE CREEK ELEMENTARY, EAGLE NEST ELEMENTARY, EAST LAKE ELEMENTARY SCHOOL, EAST RIVER HIGH SCHOOL, ECCLESTON ELEMENTARY, EDGEWATER HIGH, ENDEAVOR ELEMENTARY, ENGELWOOD ELEMENTARY, EVANS HIGH, EXCEPTIONAL EDUCATION ADMINISTRATION CENTER, FACILITIES SERVICES, FERN CREEK ELEMENTARY, FORSYTH WOODS ELEMENTARY, FORT GATLIN ADMINISTRATIVE CENTER, FREEDOM HIGH, FREEDOM MIDDLE SCHOOL, GATEWAY SCHOOL, GLENRIDGE MIDDLE, GOTHA MIDDLE, GRAND AVENUE PRIMARY LEARNING CENTER, HANGING MOSS TRANSPORTATION FACILITY, HERNDON WAREHOUSE, HIAWASSEE ELEMENTARY, HIDDEN OAKS ELEMENTARY, HILLCREST ELEMENTARY, HOWARD MIDDLE, HUNGERFORD ELEMENTARY, HUNTERS CREEK ELEMENTARY, HUNTERS CREEK MIDDLE, INDEPENDENCE ELEMENTARY, INNOVATION MIDDLE, IVEY LANE ELEMENTARY, JACKSON MIDDLE, JOHN YOUNG SCHOOL, JONES HIGH, KALEY ELEMENTARY, KEENE'S CROSSING ELEMENTARY SCHOOL, KILLARNEY ELEMENTARY, LAKE COMO ELEMENTARY, LAKE GEM ELEMENTARY, LAKE GEORGE ELEMENTARY, LAKE NONA BUS COMPOUND, LAKE NONA HIGH, LAKE NONA MIDDLE, LAKE SILVER ELEMENTARY, LAKE SYBELIA ELEMENTARY, LAKE WESTON ELEMENTARY, LAKE WHITNEY ELEMENTARY, LAKEMONT ELEMENTARY, LAKEVIEW MIDDLE, LAKEVILLE ELEMENTARY, LANCASTER ELEMENTARY, LAUREATE PARK ELEMENTARY, LAWTON CHILES ELEMENTARY, LEGACY MIDDLE, LIBERTY MIDDLE, LITTLE RIVER ELEMENTARY, LOCKHART ELEMENTARY, LOCKHART MIDDLE, LOVELL ELEMENTARY, MAGNOLIA EXCEPTIONAL STUDENT EDUCATION CENTER, MAITLAND MIDDLE, MAXEY ELEMENTARY, MCCOY ELEMENTARY, MEADOW WOODS ELEMENTARY, MEADOW WOODS MIDDLE, MEADOWBROOK MIDDLE SCHOOL, MEMORIAL MIDDLE, METROWEST ELEMENTARY, MILLENNIA ELEMENTARY, MILLENNIA GARDENS ELEMENTARY, MOLLIE RAY ELEMENTARY, MOSS PARK ELEMENTARY SCHOOL, NORTHLAKE PARK ELEMENTARY, OAK HILL ELEMENTARY, OAK RIDGE HIGH, OAKSHIRE ELEMENTARY, OCOEE ELEMENTARY, OCOEE HIGH SCHOOL, OCOEE MIDDLE, OCPS ACADEMIC CENTER FOR EXCELLENCE, ODYSSEY MIDDLE, OLYMPIA HIGH, ORANGE CENTER ELEMENTARY, ORANGE TECHNICAL COLLEGE - MID-FLORIDA CAMPUS, ORANGE TECHNICAL COLLEGE - ORLANDO CAMPUS, ORANGE TECHNICAL COLLEGE - WESTSIDE CAMPUS, ORANGE TECHNICAL COLLEGE - WINTER PARK CAMPUS, ORLO VISTA ELEMENTARY, PALM LAKE ELEMENTARY, PALMETTO ELEMENTARY, PERSHING ELEMENTARY, PIEDMONT LAKES MIDDLE, PINAR ELEMENTARY, PINE CASTLE ELEMENTARY, PINE HILLS ELEMENTARY, PINE HILLS TRANSPORTATION, PINELOCH ELEMENTARY, PINWOOD ELEMENTARY, POSITIVE PATHWAYS TRANSITION CENTER, PRAIRIE LAKE ELEMENTARY SCHOOL, PRINCETON ELEMENTARY, RIDGEWOOD PARK ELEMENTARY, RIVERDALE ELEMENTARY, RIVERSIDE ELEMENTARY, ROBERT F HUNGERFORD PREPARATORY HIGH SCHOOL, ROBINSWOOD MIDDLE, ROCK LAKE ELEMENTARY, ROCK SPRINGS ELEMENTARY, ROLLING HILLS ELEMENTARY, RONALD BLOCKER EDUCATIONAL LEADERSHIP CENTER, ROSEMONT ELEMENTARY, SADLER ELEMENTARY, SAND LAKE ELEMENTARY, SHENANDOAH ELEMENTARY, SHINGLE CREEK ELEMENTARY, SILVER STAR CENTER, SOUTH CREEK MIDDLE, SOUTHWEST MIDDLE, SOUTHWOOD ELEMENTARY, SPRING LAKE ELEMENTARY, STONE LAKES ELEMENTARY, SUN BLAZE ELEMENTARY, SUNRIDGE ELEMENTARY, SUNRIDGE MIDDLE, SUNRISE ELEMENTARY, SUNSET PARK ELEMENTARY, TANGELO PARK ELEMENTARY, THORNEBROOKE ELEMENTARY, THREE POINTS ELEMENTARY, TILDENVILLE ELEMENTARY, TIMBER CREEK SENIOR HIGH, TIMBER LAKES ELEMENTARY, TIMBER SPRINGS MIDDLE, UNION PARK ELEMENTARY, UNION PARK MIDDLE, UNIVERSITY HIGH, VENTURA ELEMENTARY, VISTA LAKES ELEMENTARY, WALKER MIDDLE, WASHINGTON SHORES ELEMENTARY, WASHINGTON SHORES PLC, WATERBRIDGE ELEMENTARY, WATERFORD ELEMENTARY, WEDGEFIELD SCHOOL, WEKIVA HIGH, WEST CREEK ELEMENTARY, WEST OAKS ELEMENTARY, WEST ORANGE 9TH GRADE CENTER, WEST ORANGE HIGH, WESTBROOKE ELEMENTARY SCHOOL, WESTPOINTE ELEMENTARY, WESTRIDGE MIDDLE, WETHERBEE ELEMENTARY, WHEATLEY ELEMENTARY, WHISPERING OAK ELEMENTARY SCHOOL, WILLIAM FRANGUS ELEMENTARY, WINDERMERE ELEMENTARY, WINDERMERE HIGH, WINDY RIDGE SCHOOL, WINEGARD ELEMENTARY, WINTER PARK 9TH GRADE CENTER, WINTER PARK HIGH, WOLF LAKE ELEMENTARY, WOLF LAKE MIDDLE, WYNDHAM LAKES ELEMENTARY, ZELLWOOD ELEMENTARY					
Security Systems Project	\$6,061,542	\$1,640,000	\$1,640,000	\$1,640,000	\$1,681,000	\$12,662,542

Locations	ACCELERATION EAST, ACCELERATION WEST, ALOMA ELEMENTARY, ANDOVER ELEMENTARY, APOPKA 9TH GRADE CENTER, APOPKA ELEMENTARY, APOPKA MIDDLE, APOPKA SENIOR HIGH, ARBOR RIDGE SCHOOL, AUDUBON PARK ELEMENTARY (OLD), AUDUBON PARK ELEMENTARY RELIEF, AVALON CENTER FOR TECHNICAL EXCELLENCE, AVALON ELEMENTARY, AVALON MIDDLE SCHOOL, AZALEA PARK ELEMENTARY, BAY LAKE ELEMENTARY, BAY MEADOWS ELEMENTARY, BLANKNER K-8 SCHOOL, BONNEVILLE ELEMENTARY, BOONE SENIOR HIGH, BRIDGEWATER MIDDLE, BROOKSHIRE ELEMENTARY, CAMELOT ELEMENTARY, CARVER MIDDLE, CASTLE CREEK ELEMENTARY, CATALINA ELEMENTARY (OLD) , CATALINA ELEMENTARY SCHOOL (NEW), CHAIN OF LAKES MIDDLE, CHENEY ELEMENTARY, CHEROKEE SCHOOL, CHICKASAW ELEMENTARY, CITRUS ELEMENTARY, CLARCONA ELEMENTARY, CLAY SPRINGS ELEMENTARY, COLLEGE PARK MIDDLE, COLONIAL 9TH GRADE CENTER, COLONIAL HIGH, COLUMBIA ELEMENTARY SCHOOL, CONWAY ELEMENTARY, CONWAY MIDDLE, CORNER LAKE MIDDLE, CYPRESS CREEK HIGH, CYPRESS PARK ELEMENTARY, CYPRESS SPRINGS ELEMENTARY, DEERWOOD ELEMENTARY, DILLARD STREET ELEMENTARY, DISCOVERY MIDDLE, DOMMERICH ELEMENTARY, DOVER SHORES ELEMENTARY, DR PHILLIPS ELEMENTARY, DR PHILLIPS HIGH, DREAM LAKE ELEMENTARY, DURRANCE ELEMENTARY, EAGLE CREEK ELEMENTARY, EAGLE NEST ELEMENTARY, EAST LAKE ELEMENTARY SCHOOL, EAST RIVER HIGH SCHOOL, ECCLESTON ELEMENTARY, EDGEWATER HIGH, ENDEAVOR ELEMENTARY, ENGELWOOD ELEMENTARY, EVANS HIGH, EXCEPTIONAL EDUCATION ADMINISTRATION CENTER, FACILITIES SERVICES, FERN CREEK ELEMENTARY, FORSYTH WOODS ELEMENTARY, FORT GATLIN ADMINISTRATIVE CENTER, FREEDOM HIGH, FREEDOM MIDDLE SCHOOL, GATEWAY SCHOOL, GLENRIDGE MIDDLE, GOTHA MIDDLE, GRAND AVENUE PRIMARY LEARNING CENTER, HANGING MOSS TRANSPORTATION FACILITY, HERNDON WAREHOUSE, HIAWASSEE ELEMENTARY, HIDDEN OAKS ELEMENTARY, HILLCREST ELEMENTARY, HOWARD MIDDLE, HUNGERFORD ELEMENTARY, HUNTERS CREEK ELEMENTARY, HUNTERS CREEK MIDDLE, INDEPENDENCE ELEMENTARY, INNOVATION MIDDLE, IVEY LANE ELEMENTARY, JACKSON MIDDLE, JOHN YOUNG SCHOOL, JONES HIGH, KALEY ELEMENTARY, KEENE'S CROSSING ELEMENTARY SCHOOL, KILLARNEY ELEMENTARY, LAKE COMO ELEMENTARY, LAKE GEM ELEMENTARY, LAKE GEORGE ELEMENTARY, LAKE NONA BUS COMPOUND, LAKE NONA HIGH, LAKE NONA MIDDLE, LAKE SILVER ELEMENTARY, LAKE SYBELIA ELEMENTARY, LAKE WESTON ELEMENTARY, LAKE WHITNEY ELEMENTARY, LAKEMONT ELEMENTARY, LAKEVIEW MIDDLE, LAKEVILLE ELEMENTARY, LANCASTER ELEMENTARY, LAUREATE PARK ELEMENTARY, LAWTON CHILES ELEMENTARY, LEGACY MIDDLE, LIBERTY MIDDLE, LITTLE RIVER ELEMENTARY, LOCKHART ELEMENTARY, LOCKHART MIDDLE, LOVELL ELEMENTARY, MAGNOLIA EXCEPTIONAL STUDENT EDUCATION CENTER, MAITLAND MIDDLE, MAXEY ELEMENTARY, MCCOY ELEMENTARY, MEADOW WOODS ELEMENTARY, MEADOW WOODS MIDDLE, MEADOWBROOK MIDDLE SCHOOL, MEMORIAL MIDDLE, METROWEST ELEMENTARY, MILLENNIA ELEMENTARY, MILLENNIA GARDENS ELEMENTARY, MOLLIE RAY ELEMENTARY, MOSS PARK ELEMENTARY SCHOOL, NORTHLAKE PARK ELEMENTARY, OAK HILL ELEMENTARY, OAK RIDGE HIGH, OAKSHIRE ELEMENTARY, OCOEE ELEMENTARY, OCOEE HIGH SCHOOL, OCOEE MIDDLE, OCPS ACADEMIC CENTER FOR EXCELLENCE, ODYSSEY MIDDLE, OLYMPIA HIGH, ORANGE CENTER ELEMENTARY, ORANGE TECHNICAL COLLEGE - MID-FLORIDA CAMPUS, ORANGE TECHNICAL COLLEGE - ORLANDO CAMPUS, ORANGE TECHNICAL COLLEGE - WESTSIDE CAMPUS, ORANGE TECHNICAL COLLEGE - WINTER PARK CAMPUS, ORLO VISTA ELEMENTARY, PALM LAKE ELEMENTARY, PALMETTO ELEMENTARY, PERSHING ELEMENTARY, PIEDMONT LAKES MIDDLE, PINAR ELEMENTARY, PINE CASTLE ELEMENTARY, PINE HILLS ELEMENTARY, PINE HILLS TRANSPORTATION, PINELOCH ELEMENTARY, PINWOOD ELEMENTARY, POSITIVE PATHWAYS TRANSITION CENTER, PRAIRIE LAKE ELEMENTARY SCHOOL, PRINCETON ELEMENTARY, RIDGEWOOD PARK ELEMENTARY, RIVERDALE ELEMENTARY, RIVERSIDE ELEMENTARY, ROBERT F HUNGERFORD PREPARATORY HIGH SCHOOL, ROBINSWOOD MIDDLE, ROCK LAKE ELEMENTARY, ROCK SPRINGS ELEMENTARY, ROLLING HILLS ELEMENTARY, RONALD BLOCKER EDUCATIONAL LEADERSHIP CENTER, ROSEMONT ELEMENTARY, SADLER ELEMENTARY, SAND LAKE ELEMENTARY, SHENANDOAH ELEMENTARY, SHINGLE CREEK ELEMENTARY, SILVER STAR CENTER, SOUTH CREEK MIDDLE, SOUTHWEST MIDDLE, SOUTHWOOD ELEMENTARY, SPRING LAKE ELEMENTARY, STONE LAKES ELEMENTARY, SUN BLAZE ELEMENTARY, SUNRIDGE ELEMENTARY, SUNRIDGE MIDDLE, SUNRISE ELEMENTARY, SUNSET PARK ELEMENTARY, TANGELO PARK ELEMENTARY, THORNEBROOKE ELEMENTARY, THREE POINTS ELEMENTARY, TILDENVILLE ELEMENTARY, TIMBER CREEK SENIOR HIGH, TIMBER LAKES ELEMENTARY, TIMBER SPRINGS MIDDLE, UNION PARK ELEMENTARY, UNION PARK MIDDLE, UNIVERSITY HIGH, VENTURA ELEMENTARY, VISTA LAKES ELEMENTARY, WALKER MIDDLE, WASHINGTON SHORES ELEMENTARY, WASHINGTON SHORES PLC, WATERBRIDGE ELEMENTARY, WATERFORD ELEMENTARY, WEDGEFIELD SCHOOL, WEKIVA HIGH, WEST CREEK ELEMENTARY, WEST OAKS ELEMENTARY, WEST ORANGE 9TH GRADE CENTER, WEST ORANGE HIGH, WESTBROOKE ELEMENTARY SCHOOL, WESTPOINTE ELEMENTARY, WESTRIDGE MIDDLE, WETHERBEE ELEMENTARY, WHEATLEY ELEMENTARY, WHISPERING OAK ELEMENTARY SCHOOL, WILLIAM FRANGUS ELEMENTARY, WINDERMERE ELEMENTARY, WINDERMERE HIGH, WINDY RIDGE SCHOOL, WINEGARD ELEMENTARY, WINTER PARK 9TH GRADE CENTER, WINTER PARK HIGH, WOLF LAKE ELEMENTARY, WOLF LAKE MIDDLE, WYNDHAM LAKES ELEMENTARY, ZELLWOOD ELEMENTARY					
Portable Moves and Installations	\$11,237,057	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$43,237,057

Locations	ACCELERATION EAST, ACCELERATION WEST, ALOMA ELEMENTARY, ANDOVER ELEMENTARY, APOPKA 9TH GRADE CENTER, APOPKA ELEMENTARY, APOPKA MIDDLE, APOPKA SENIOR HIGH, ARBOR RIDGE SCHOOL, AUDUBON PARK ELEMENTARY (OLD), AUDUBON PARK ELEMENTARY RELIEF, AVALON CENTER FOR TECHNICAL EXCELLENCE, AVALON ELEMENTARY, AVALON MIDDLE SCHOOL, AZALEA PARK ELEMENTARY, BAY LAKE ELEMENTARY, BAY LAKE ELEMENTARY, BAY MEADOWS ELEMENTARY, BLANKNER K-8 SCHOOL, BONNEVILLE ELEMENTARY, BOONE SENIOR HIGH, BRIDGEWATER MIDDLE, BROOKSHIRE ELEMENTARY, CAMELOT ELEMENTARY, CARVER MIDDLE, CASTLE CREEK ELEMENTARY, CATALINA ELEMENTARY (OLD), CATALINA ELEMENTARY SCHOOL (NEW), CHAIN OF LAKES MIDDLE, CHENEY ELEMENTARY, CHEROKEE SCHOOL, CHICKASAW ELEMENTARY, CITRUS ELEMENTARY, CLARCONA ELEMENTARY, CLAY SPRINGS ELEMENTARY, COLLEGE PARK MIDDLE, COLONIAL 9TH GRADE CENTER, COLONIAL HIGH, COLUMBIA ELEMENTARY SCHOOL, CONWAY ELEMENTARY, CONWAY MIDDLE CORNER LAKE MIDDLE, CYPRESS CREEK HIGH, CYPRESS PARK ELEMENTARY, CYPRESS SPRINGS ELEMENTARY, DEERWOOD ELEMENTARY, DILLARD STREET ELEMENTARY, DISCOVERY MIDDLE, DOMMERICH ELEMENTARY, DOVER SHORES ELEMENTARY, DR PHILLIPS ELEMENTARY, DR PHILLIPS HIGH, DREAM LAKE ELEMENTARY, DURRANCE ELEMENTARY, EAGLE CREEK ELEMENTARY, EAGLE'S NEST ELEMENTARY, EAST LAKE ELEMENTARY SCHOOL, EAST RIVER HIGH SCHOOL, ECCLESTON ELEMENTARY, EDGEWATER HIGH, ENDEAVOR ELEMENTARY, ENGELWOOD ELEMENTARY, EVANS HIGH, EXCEPTIONAL EDUCATION ADMINISTRATION CENTER, FACILITIES SERVICES, FERN CREEK ELEMENTARY, FORSYTH WOODS ELEMENTARY, FORT GATLIN ADMINISTRATIVE CENTER, FREEDOM HIGH, FREEDOM MIDDLE SCHOOL, GATEWAY SCHOOL, GLENRIDGE MIDDLE, GOTHA MIDDLE, GRAND AVENUE PRIMARY LEARNING CENTER, HANGING MOSS TRANSPORTATION FACILITY, HERNDON WAREHOUSE, HIWASSEE ELEMENTARY, HIDDEN OAKS ELEMENTARY, HILLCREST ELEMENTARY, HOWARD MIDDLE, HUNGERFORD ELEMENTARY, HUNTERS CREEK ELEMENTARY, HUNTERS CREEK MIDDLE, INDEPENDENCE ELEMENTARY, INNOVATION MIDDLE, INNOVATION MIDDLE, IVEY LANE ELEMENTARY, JACKSON MIDDLE, JOHN YOUNG ELEMENTARY, JONES HIGH, KALEY ELEMENTARY, KEENE'S CROSSING ELEMENTARY SCHOOL, KILLARNEY ELEMENTARY, LAKE COMO ELEMENTARY, LAKE GEM ELEMENTARY, LAKE GEORGE ELEMENTARY, LAKE NONA BUS COMPOUND, LAKE NONA HIGH, LAKE NONA MIDDLE, LAKE SILVER ELEMENTARY, LAKE SYBELIA ELEMENTARY, LAKE WESTON ELEMENTARY, LAKE WHITNEY ELEMENTARY, LAKEMONT ELEMENTARY, LAKEVIEW MIDDLE, LAKEVILLE ELEMENTARY, LANCASTER ELEMENTARY, LAUREATE PARK ELEMENTARY, LAUREATE PARK ELEMENTARY, LAWTON CHILES ELEMENTARY, LEGACY MIDDLE, LIBERTY MIDDLE, LITTLE RIVE ELEMENTARY, LOCKHART ELEMENTARY, LOCKHART MIDDLE, LOVELL ELEMENTARY, MAGNOLIA EXCEPTIONAL STUDENT EDUCATION CENTER, MAITLAND MIDDLE, MAXEY ELEMENTARY, MCCOY ELEMENTARY, MEADOW WOODS ELEMENTARY, MEADOW WOODS MIDDLE, MEADOWBROOK MIDDLE SCHOOL, MEMORIAL MIDDLE, METROWEST ELEMENTARY, MILLENNIA ELEMENTARY, MILLENNIA GARDENS ELEMENTARY, MILLENNIA GARDENS ELEMENTARY, MOLLIE RAY ELEMENTARY, MOSS PARK ELEMENTARY SCHOOL, NORTHLAKE PARK ELEMENTARY, OAK HILL ELEMENTARY, OAK RIDGE HIGH, OAKSHIRE ELEMENTARY, OCOEE ELEMENTARY, OCOEE HIGH SCHOOL, OCOEE MIDDLE, OCPS ACADEMIC CENTER FOR EXCELLENCE, OCPS ACADEMIC CENTER FOR EXCELLENCE, ODYSSEY MIDDLE, OLYMPIA HIGH, ORANGE CENTER ELEMENTARY, ORANGE TECHNICAL COLLEGE - MID-FLORIDA CAMPUS, ORANGE TECHNICAL COLLEGE - ORLANDO CAMPUS, ORANGE TECHNICAL COLLEGE - WESTSIDE CAMPUS, ORANGE TECHNICAL COLLEGE - WINTER PARK CAMPUS, ORLO VISTA ELEMENTARY, PALM LAKE ELEMENTARY, PALMETTO ELEMENTARY, PERSHING ELEMENTARY, PIEDMONT LAKES MIDDLE, PINAR ELEMENTARY, PINE CASTLE ELEMENTARY, PINE HILLS ELEMENTARY, PINE HILLS TRANSPORTATION, PINELOCH ELEMENTARY, PINEWOOD ELEMENTARY, POSITIVE PATHWAYS TRANSITION CENTER, PRAIRIE LAKE ELEMENTARY SCHOOL, PRINCETON ELEMENTARY, RIDGEWOOD PARK ELEMENTARY, RIVERDALE ELEMENTARY, RIVERSIDE ELEMENTARY, ROBERT F HUNGERFORD PREPARATORY HIGH SCHOOL, ROBINSWOOD MIDDLE, ROCK LAKE ELEMENTARY, ROCK SPRINGS ELEMENTARY, ROLLING HILLS ELEMENTARY, RONALD BLOCKER EDUCATIONAL LEADERSHIP CENTER, ROSEMONT ELEMENTARY, SADLER ELEMENTARY, SAND LAKE ELEMENTARY, SHENANDOAH ELEMENTARY, SHINGLE CREEK ELEMENTARY, SILVER STAR CENTER, SOUTH CREEK MIDDLE, SOUTHWEST MIDDLE, SOUTHWOOD ELEMENTARY, SPRING LAKE ELEMENTARY, STONE LAKES ELEMENTARY, SUN BLAZE ELEMENTARY, SUNRIDGE ELEMENTARY, SUNRIDGE MIDDLE, SUNRISE ELEMENTARY, SUNSET PARK ELEMENTARY, TANGELO PARK ELEMENTARY, THORNEBROOKE ELEMENTARY, THREE POINTS ELEMENTARY, TILDENVILLE ELEMENTARY, TIMBER CREEK SENIOR HIGH, TIMBER LAKES ELEMENTARY, TIMBER SPRINGS MIDDLE, UNION PARK ELEMENTARY, UNION PARK MIDDLE, UNIVERSITY HIGH, VENTURA ELEMENTARY, VISTA LAKES ELEMENTARY, WALKER MIDDLE, WASHINGTON SHORES ELEMENTARY, WASHINGTON SHORES PLC, WATERBRIDGE ELEMENTARY, WATERFORD ELEMENTARY, WEDGEFIELD SCHOOL, WEKIVA HIGH, WEST CREEK ELEMENTARY, WEST OAKS ELEMENTARY, WEST ORANGE 9TH GRADE CENTER, WEST ORANGE HIGH, WESTBROOKE ELEMENTARY SCHOOL, WESTPOINTE ELEMENTARY, WESTPOINTE ELEMENTARY, WESTRIDGE MIDDLE, WETHERBEE ELEMENTARY, WHEATLEY ELEMENTARY, WHISPERING OAK ELEMENTARY SCHOOL, WILLIAM FRANGUS ELEMENTARY, WINDERMERE ELEMENTARY, WINDERMERE HIGH, WINDERMERE HIGH, WINDY RIDGE SCHOOL, WINEGARD ELEMENTARY, WINTER PARK 9TH GRADE CENTER, WINTER PARK HIGH, WOLF LAKE ELEMENTARY, WOLF LAKE MIDDLE, WYNDHAM LAKES ELEMENTARY, ZELLWOOD ELEMENTARY					
Capital Renewal Reserve	\$39,941,634	\$45,944,129	\$51,927,334	\$61,414,903	\$67,826,162	\$267,054,162



Locations	ACCELERATION EAST, ACCELERATION WEST, ALOMA ELEMENTARY, ANDOVER ELEMENTARY, APOPKA 9TH GRADE CENTER, APOPKA ELEMENTARY, APOPKA MIDDLE, APOPKA SENIOR HIGH, ARBOR RIDGE SCHOOL, AUDUBON PARK ELEMENTARY (OLD), AUDUBON PARK ELEMENTARY RELIEF, AVALON CENTER FOR TECHNICAL EXCELLENCE, AVALON ELEMENTARY, AVALON MIDDLE SCHOOL, AZALEA PARK ELEMENTARY, BAY LAKE ELEMENTARY, BAY MEADOWS ELEMENTARY, BLANKNER K-8 SCHOOL, BONNEVILLE ELEMENTARY, BOONE SENIOR HIGH, BRIDGEWATER MIDDLE, BROOKSHIRE ELEMENTARY, CAMELOT ELEMENTARY, CARVER MIDDLE, CASTLE CREEK ELEMENTARY, CATALINA ELEMENTARY (OLD) , CATALINA ELEMENTARY SCHOOL (NEW), CHAIN OF LAKES MIDDLE, CHENEY ELEMENTARY, CHEROKEE SCHOOL, CHICKASAW ELEMENTARY, CITRUS ELEMENTARY, CLARCONA ELEMENTARY, CLAY SPRINGS ELEMENTARY, COLLEGE PARK MIDDLE, COLONIAL 9TH GRADE CENTER, COLONIAL HIGH, COLUMBIA ELEMENTARY SCHOOL, CONWAY ELEMENTARY, CONWAY MIDDLE, CORNER LAKE MIDDLE, CYPRESS CREEK HIGH, CYPRESS PARK ELEMENTARY, CYPRESS SPRINGS ELEMENTARY, DEERWOOD ELEMENTARY, DILLARD STREET ELEMENTARY, DISCOVERY MIDDLE, DOMMERICH ELEMENTARY, DOVER SHORES ELEMENTARY, DR PHILLIPS ELEMENTARY, DR PHILLIPS HIGH, DREAM LAKE ELEMENTARY, DURRANCE ELEMENTARY, EAGLE CREEK ELEMENTARY, EAGLE NEST ELEMENTARY, EAST LAKE ELEMENTARY SCHOOL, EAST RIVER HIGH SCHOOL, ECCLESTON ELEMENTARY, EDGEWATER HIGH, ENDEAVOR ELEMENTARY, ENGELWOOD ELEMENTARY, EVANS HIGH, EXCEPTIONAL EDUCATION ADMINISTRATION CENTER, FACILITIES SERVICES, FERN CREEK ELEMENTARY, FORSYTH WOODS ELEMENTARY, FORT GATLIN ADMINISTRATIVE CENTER, FREEDOM HIGH, FREEDOM MIDDLE SCHOOL, GATEWAY SCHOOL, GLENRIDGE MIDDLE, GOTHA MIDDLE, GRAND AVENUE PRIMARY LEARNING CENTER, HANGING MOSS TRANSPORTATION FACILITY, HERNDON WAREHOUSE, HIAWASSEE ELEMENTARY, HIDDEN OAKS ELEMENTARY, HILLCREST ELEMENTARY, HOWARD MIDDLE, HUNGERFORD ELEMENTARY, HUNTERS CREEK ELEMENTARY, HUNTERS CREEK MIDDLE, INDEPENDENCE ELEMENTARY, INNOVATION MIDDLE, IVEY LANE ELEMENTARY, JACKSON MIDDLE, JOHN YOUNG ELEMENTARY, JONES HIGH, KALEY ELEMENTARY, KEENE'S CROSSING ELEMENTARY SCHOOL, KILLARNEY ELEMENTARY, LAKE COMO ELEMENTARY, LAKE GEM ELEMENTARY, LAKE GEORGE ELEMENTARY, LAKE NONA BUS COMPOUND, LAKE NONA HIGH, LAKE NONA MIDDLE, LAKE SILVER ELEMENTARY, LAKE SYBELIA ELEMENTARY, LAKE WESTON ELEMENTARY, LAKE WHITNEY ELEMENTARY, LAKEMONT ELEMENTARY, LAKEVIEW MIDDLE, LAKEVILLE ELEMENTARY, LANCASTER ELEMENTARY, LAUREATE PARK ELEMENTARY, LAWTON CHILES ELEMENTARY, LEGACY MIDDLE, LIBERTY MIDDLE, LITTLE RIVER ELEMENTARY, LOCKHART ELEMENTARY, LOCKHART MIDDLE, LOVELL ELEMENTARY, MAGNOLIA EXCEPTIONAL STUDENT EDUCATION CENTER, MAITLAND MIDDLE, MAXEY ELEMENTARY, MCCOY ELEMENTARY, MEADOW WOODS ELEMENTARY, MEADOW WOODS MIDDLE, MEADOWBROOK MIDDLE SCHOOL, MEMORIAL MIDDLE, METROWEST ELEMENTARY, MILLENNIA ELEMENTARY, MILLENNIA GARDENS ELEMENTARY, MOLLIE RAY ELEMENTARY, MOSS PARK ELEMENTARY SCHOOL, NORTHLAKE PARK ELEMENTARY, OAK HILL ELEMENTARY, OAK RIDGE HIGH, OAKSHIRE ELEMENTARY, OCOEE ELEMENTARY, OCOEE HIGH SCHOOL, OCOEE MIDDLE, OCPS ACADEMIC CENTER FOR EXCELLENCE, ODYSSEY MIDDLE, OLYMPIA HIGH, ORANGE CENTER ELEMENTARY, ORANGE TECHNICAL COLLEGE - MID-FLORIDA CAMPUS, ORANGE TECHNICAL COLLEGE - ORLANDO CAMPUS, ORANGE TECHNICAL COLLEGE - WESTSIDE CAMPUS, ORANGE TECHNICAL COLLEGE - WINTER PARK CAMPUS, ORLO VISTA ELEMENTARY, PALM LAKE ELEMENTARY, PALMETTO ELEMENTARY, PERSHING ELEMENTARY, PIEDMONT LAKES MIDDLE, PINAR ELEMENTARY, PINE CASTLE ELEMENTARY, PINE HILLS ELEMENTARY, PINE HILLS TRANSPORTATION, PINELOCH ELEMENTARY, PINWOOD ELEMENTARY, POSITIVE PATHWAYS TRANSITION CENTER, PRAIRIE LAKE ELEMENTARY SCHOOL, PRINCETON ELEMENTARY, RIDGEWOOD PARK ELEMENTARY, RIVERDALE ELEMENTARY, RIVERSIDE ELEMENTARY, ROBERT F HUNGERFORD PREPARATORY HIGH SCHOOL, ROBINSWOOD MIDDLE, ROCK LAKE ELEMENTARY, ROCK SPRINGS ELEMENTARY, ROLLING HILLS ELEMENTARY, RONALD BLOCKER EDUCATIONAL LEADERSHIP CENTER, ROSEMONT ELEMENTARY, SADLER ELEMENTARY, SAND LAKE ELEMENTARY, SHENANDOAH ELEMENTARY, SHINGLE CREEK ELEMENTARY, SILVER STAR CENTER, SOUTH CREEK MIDDLE, SOUTHWEST MIDDLE, SOUTHWOOD ELEMENTARY, SPRING LAKE ELEMENTARY, STONE LAKES ELEMENTARY, SUN BLAZE ELEMENTARY, SUNRIDGE ELEMENTARY, SUNRIDGE MIDDLE, SUNRISE ELEMENTARY, SUNSET PARK ELEMENTARY, TANGELO PARK ELEMENTARY, THORNBROOKE ELEMENTARY, THREE POINTS ELEMENTARY, TILDENVILLE ELEMENTARY, TIMBER CREEK SENIOR HIGH, TIMBER LAKES ELEMENTARY, TIMBER SPRINGS MIDDLE, UNION PARK ELEMENTARY, UNION PARK MIDDLE, UNIVERSITY HIGH, VENTURA ELEMENTARY, VISTA LAKES ELEMENTARY, WALKER MIDDLE, WASHINGTON SHORES ELEMENTARY, WASHINGTON SHORES PLC, WATERBRIDGE ELEMENTARY, WATERFORD ELEMENTARY, WEDGEFIELD SCHOOL, WEKIVA HIGH, WEST CREEK ELEMENTARY, WEST OAKS ELEMENTARY, WEST ORANGE 9TH GRADE CENTER, WEST ORANGE HIGH, WESTBROOKE ELEMENTARY SCHOOL, WESTPONTE ELEMENTARY, WESTRIDGE MIDDLE, WETHERBEE ELEMENTARY, WHEATLEY ELEMENTARY, WHISPERING OAK ELEMENTARY SCHOOL, WILLIAM FRANGUS ELEMENTARY, WINDERMERE ELEMENTARY, WINDERMERE HIGH, WINDY RIDGE SCHOOL, WINEGARD ELEMENTARY, WINTER PARK 9TH GRADE CENTER, WINTER PARK HIGH, WOLF LAKE ELEMENTARY, WOLF LAKE MIDDLE, WYNDHAM LAKES ELEMENTARY, ZELLWOOD ELEMENTARY					
<b>Total:</b>	<b>\$293,342,077</b>	<b>\$139,614,401</b>	<b>\$154,797,606</b>	<b>\$173,694,175</b>	<b>\$176,664,704</b>	<b>\$938,112,963</b>

**Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation**

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2017 - 2018 Actual Budget	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$290,946,743	\$139,614,401	\$154,797,606	\$173,694,175	\$176,664,704	\$935,717,629
Maintenance/Repair Salaries	\$0	\$0	\$0	\$0	\$0	\$0
School Bus Purchases	\$25,113,736	\$14,669,849	\$15,239,145	\$16,102,199	\$16,722,335	\$87,847,264
Other Vehicle Purchases	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Equipment	\$0	\$0	\$0	\$0	\$0	\$0

Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$92,215,043	\$88,111,684	\$88,762,777	\$88,770,077	\$88,791,830	\$446,651,411
Rent/Lease Relocatables	\$11,000,000	\$11,000,000	\$11,000,000	\$11,000,000	\$11,000,000	\$55,000,000
Environmental Problems	\$86,042	\$63,038	\$64,614	\$66,229	\$67,884	\$347,807
s.1011.14 Debt Service	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Site Acquisition	\$65,244,150	\$7,000,000	\$7,000,000	\$7,000,000	\$7,000,000	\$93,244,150
Ancillary Facilities	\$29,889,188	\$500,000	\$5,800,000	\$40,000,000	\$35,000,000	\$111,189,188
Functional Equity	\$0	\$15,000,000	\$10,000,000	\$10,000,000	\$40,000,000	\$75,000,000
Contingency Reserve	\$19,034,770	\$20,420,294	\$21,505,781	\$22,706,813	\$23,920,056	\$107,587,714
Technology Portfolio	\$8,209,410	\$5,097,500	\$5,097,500	\$5,097,500	\$5,224,938	\$28,726,848
Digital Curriculum	\$102,202,842	\$70,068,514	\$70,591,812	\$31,518,750	\$32,306,719	\$306,688,637
Site Improvements	\$2,811,700	\$2,771,221	\$2,173,847	\$2,176,540	\$753,141	\$10,686,449
<b>Local Expenditure Totals:</b>	<b>\$646,753,624</b>	<b>\$374,316,501</b>	<b>\$392,033,082</b>	<b>\$408,132,283</b>	<b>\$437,451,607</b>	<b>\$2,258,687,097</b>

## Revenue

### 1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2017 - 2018 Actual Value	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	Total
(1) Non-exempt property assessed valuation		\$132,185,903,770	\$141,807,600,344	\$149,345,700,274	\$157,686,200,306	\$166,111,500,339	\$747,136,905,033
(2) The Millege projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$222,072,318	\$238,236,769	\$250,900,776	\$264,912,817	\$279,067,321	\$1,255,190,001
(4) Value of the portion of the 1.50-Mill ACTUALLY levied	370	\$190,347,701	\$204,202,944	\$215,057,808	\$227,068,128	\$239,200,560	\$1,075,877,141
(5) Difference of lines (3) and (4)		\$31,724,617	\$34,033,825	\$35,842,968	\$37,844,689	\$39,866,761	\$179,312,860

### PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2017 - 2018 Actual Budget	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	Total
PECO New Construction	340	\$3,537,680	\$0	\$0	\$0	\$0	\$3,537,680
PECO Maintenance Expenditures		\$2,395,334	\$0	\$0	\$0	\$0	\$2,395,334
		<b>\$5,933,014</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,933,014</b>

**CO & DS Revenue Source**

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2017 - 2018 Actual Budget	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$4,253,883	\$4,253,883	\$4,253,883	\$4,253,883	\$4,253,883	\$21,269,415
CO & DS Interest on Undistributed CO	360	\$69,900	\$69,900	\$69,900	\$69,900	\$69,900	\$349,500
		<b>\$4,323,783</b>	<b>\$4,323,783</b>	<b>\$4,323,783</b>	<b>\$4,323,783</b>	<b>\$4,323,783</b>	<b>\$21,618,915</b>

**Fair Share Revenue Source**

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

**Sales Surtax Referendum**

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2016 - 2017? No

**Additional Revenue Source**

Any additional revenue sources

Item	2017 - 2018 Actual Value	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	Total
Sale of Fixed Assets	\$3,500,000	\$0	\$0	\$0	\$0	\$3,500,000
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$56,487	\$56,490	\$56,488	\$56,489	\$56,489	\$282,443
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from 1/2 cent sales surtax authorized by school board	\$236,212,212	\$238,574,334	\$240,960,077	\$243,369,678	\$245,803,375	\$1,204,919,676
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$72,519,433	\$72,519,433	\$72,519,433	\$72,519,433	\$72,519,433	\$362,597,165
Private donations	\$0	\$0	\$0	\$0	\$0	\$0

Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$0	\$0	\$0	\$0	\$0	\$0
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$1,192,449,178	\$569,022,462	\$529,125,090	\$500,995,286	\$353,516,090	\$3,145,108,106
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal</b>	<b>\$1,504,737,310</b>	<b>\$880,172,719</b>	<b>\$842,661,088</b>	<b>\$816,940,886</b>	<b>\$671,895,387</b>	<b>\$4,716,407,390</b>

**Total Revenue Summary**

Item Name	2017 - 2018 Budget	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$190,347,701	\$204,202,944	\$215,057,808	\$227,068,128	\$239,200,560	\$1,075,877,141
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$646,753,624)	(\$374,316,501)	(\$392,033,082)	(\$408,132,283)	(\$437,451,607)	(\$2,258,687,097)
PECO Maintenance Revenue	\$2,395,334	\$0	\$0	\$0	\$0	\$2,395,334
<b>Available 1.50 Mill for New Construction</b>	<b>(\$456,405,923)</b>	<b>(\$170,113,557)</b>	<b>(\$176,975,274)</b>	<b>(\$181,064,155)</b>	<b>(\$198,251,047)</b>	<b>(\$1,182,809,956)</b>

Item Name	2017 - 2018 Budget	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	Five Year Total
CO & DS Revenue	\$4,323,783	\$4,323,783	\$4,323,783	\$4,323,783	\$4,323,783	\$21,618,915
PECO New Construction Revenue	\$3,537,680	\$0	\$0	\$0	\$0	\$3,537,680
Other/Additional Revenue	\$1,504,737,310	\$880,172,719	\$842,661,088	\$816,940,886	\$671,895,387	\$4,716,407,390
<b>Total Additional Revenue</b>	<b>\$1,512,598,773</b>	<b>\$884,496,502</b>	<b>\$846,984,871</b>	<b>\$821,264,669</b>	<b>\$676,219,170</b>	<b>\$4,741,563,985</b>
<b>Total Available Revenue</b>	<b>\$1,056,192,850</b>	<b>\$714,382,945</b>	<b>\$670,009,597</b>	<b>\$640,200,514</b>	<b>\$477,968,123</b>	<b>\$3,558,754,029</b>

**Project Schedules**

**Capacity Project Schedules**

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	Total	Funded
133-K8-E-6 Audubon Park Area (Audubon Park Elementary & Glenridge MS)	Location not specified	Planned Cost:	\$33,802,641	\$0	\$0	\$0	\$0	\$33,802,641	Yes
		Student Stations:	0	1,335	0	0	0	1,335	
		Total Classrooms:	0	63	0	0	0	63	
		Gross Sq Ft:	0	161,752	0	0	0	161,752	
20-E-SW-4 Tangelo Park/ Waterbridge Area	Location not specified	Planned Cost:	\$250,000	\$1,500,000	\$19,260,000	\$0	\$0	\$21,010,000	Yes
		Student Stations:	0	0	0	837	0	837	
		Total Classrooms:	0	0	0	46	0	46	
		Gross Sq Ft:	0	0	93,624	91,831	0	185,455	
80-H-SW-4- (DR PHILLIPS HS & FREEDOM HS RELIEF)	Location not specified	Planned Cost:	\$500,000	\$4,500,000	\$0	\$97,660,000	\$5,400,000	\$108,060,000	Yes
		Student Stations:	0	0	0	0	0	0	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	0	0	0	375,777	0	375,777	
37-M-W-4 BRIDGEWATER AREA (BRIDGEWATER MS RELIEF)	Location not specified	Planned Cost:	\$35,930,925	\$2,350,000	\$0	\$0	\$0	\$38,280,925	Yes
		Student Stations:	0	0	1,350	0	0	1,350	
		Total Classrooms:	0	0	56	0	0	56	
		Gross Sq Ft:	0	0	176,732	0	0	176,732	
83-E-SE-2 (Vista Lakes ES, Sun Blaze ES Relief)	Location not specified	Planned Cost:	\$0	\$0	\$250,000	\$1,550,000	\$20,480,000	\$22,280,000	Yes
		Student Stations:	0	0	0	0	0	0	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	0	0	0	0	91,831	91,831	
65-M-W-4 (Bridgewater MS & 37-M-W-4 relief)	Location not specified	Planned Cost:	\$0	\$0	\$350,000	\$2,650,000	\$34,600,000	\$37,600,000	Yes
		Student Stations:	0	0	0	0	0	0	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	0	0	0	176,732	0	176,732	

118-E-SW-5 (Millennia Gardens ES, Millennia ES, Pineloch ES, & Shingle Creek ES)	Location not specified	Planned Cost:	\$250,000	\$1,550,000	\$19,210,000	\$0	\$0	\$21,010,000	Yes
	Student Stations:		0	0	0	0	0	0	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		0	0	0	91,831	0	91,831	
30-E-SE-3 (Wyndham Lakes ES, Oakshire ES, & Wetherbee ES Relief)	Location not specified	Planned Cost:	\$0	\$0	\$250,000	\$1,550,000	\$20,480,000	\$22,280,000	Yes
	Student Stations:		0	0	0	0	0	0	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		0	0	0	0	91,831	91,831	
25-E-SW-4 (BAY LAKE ELEMENTARY RELIEF)	Location not specified	Planned Cost:	\$1,454,222	\$20,524,000	\$0	\$0	\$0	\$21,978,222	Yes
	Student Stations:		0	0	837	0	0	837	
	Total Classrooms:		0	0	46	0	0	46	
	Gross Sq Ft:		0	0	91,831	0	0	91,831	
90-E-N-7 (Rock Springs ES, Wolf Lake ES, & Zellwood ES Relief)	Location not specified	Planned Cost:	\$0	\$0	\$1,550,000	\$20,090,000	\$0	\$21,640,000	Yes
	Student Stations:		0	0	0	837	0	837	
	Total Classrooms:		0	0	0	46	0	46	
	Gross Sq Ft:		0	0	0	91,831	0	91,831	
49-E-W-4	Location not specified	Planned Cost:	\$5,000,000	\$17,860,000	\$0	\$0	\$0	\$22,860,000	Yes
	Student Stations:		0	0	837	0	0	837	
	Total Classrooms:		0	0	46	0	0	46	
	Gross Sq Ft:		0	0	91,831	0	0	91,831	
97-E-SE-2	Location not specified	Planned Cost:	\$0	\$0	\$0	\$250,000	\$1,550,000	\$1,800,000	Yes
	Student Stations:		0	0	0	0	0	0	
	Total Classrooms:		0	0	0	0	0	0	
	Gross Sq Ft:		0	0	0	0	91,831	91,831	
102-E-W-7	Location not specified	Planned Cost:	\$0	\$0	\$0	\$250,000	\$1,550,000	\$1,800,000	Yes

	Student Stations:		0	0	0	0	0	0	0
	Total Classrooms:		0	0	0	0	0	0	0
	Gross Sq Ft:		0	0	0	0	91,831	91,831	
44-E-SE-2 LAKE NONA AREA (EAGLE CREEK ELEMENTARY RELIEF) LAUREATE PARK ELEMENTARY	Location not specified	Planned Cost:	\$3,660,509	\$0	\$0	\$0	\$0	\$3,660,509	Yes
	Student Stations:		837	0	0	0	0	837	
	Total Classrooms:		46	0	0	0	0	46	
	Gross Sq Ft:		91,831	0	0	0	0	91,831	
52-M-SE-2 Lake Nona Middle Area (Innovation MS)	Location not specified	Planned Cost:	\$4,679,532	\$0	\$0	\$0	\$0	\$4,679,532	Yes
	Student Stations:		1,350	0	0	0	0	1,350	
	Total Classrooms:		56	0	0	0	0	56	
	Gross Sq Ft:		176,732	0	0	0	0	176,732	
84-E-W-4 Metrowest ES On-site Relief	Location not specified	Planned Cost:	\$4,731,042	\$0	\$0	\$0	\$0	\$4,731,042	Yes
	Student Stations:		1,350	0	0	0	0	1,350	
	Total Classrooms:		56	0	0	0	0	56	
	Gross Sq Ft:		176,732	0	0	0	0	176,732	
21-M-E-2 AVALON PARK AREA (AVALON PARK AREA MIDDLE) Timber Springs MS	Location not specified	Planned Cost:	\$4,817,914	\$0	\$0	\$0	\$0	\$4,817,914	Yes
	Student Stations:		1,348	0	0	0	0	1,348	
	Total Classrooms:		56	0	0	0	0	56	
	Gross Sq Ft:		176,732	0	0	0	0	176,732	
27-H-W-4 Beck Property/535 North Ficquette (West Orange HS Relief) (Windermere HS)	Location not specified	Planned Cost:	\$17,562,451	\$0	\$0	\$0	\$0	\$17,562,451	Yes
	Student Stations:		2,922	0	0	0	0	2,922	
	Total Classrooms:		117	0	0	0	0	117	
	Gross Sq Ft:		375,777	0	0	0	0	375,777	
<b>Planned Cost:</b>			<b>\$112,639,236</b>	<b>\$48,284,000</b>	<b>\$40,870,000</b>	<b>\$124,000,000</b>	<b>\$84,060,000</b>	<b>\$409,853,236</b>	
<b>Student Stations:</b>			<b>7,807</b>	<b>1,335</b>	<b>3,024</b>	<b>1,674</b>	<b>0</b>	<b>13,840</b>	
<b>Total Classrooms:</b>			<b>331</b>	<b>63</b>	<b>148</b>	<b>92</b>	<b>0</b>	<b>634</b>	



<b>Gross Sq Ft:</b>	<b>997,804</b>	<b>161,752</b>	<b>454,018</b>	<b>828,002</b>	<b>367,324</b>	<b>2,808,900</b>
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**Other Project Schedules**

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2017 - 2018 Actual Budget	2018 - 2019 Projected	2019 - 2020 Projected	2020 - 2021 Projected	2021 - 2022 Projected	Total	Funded
Comprehensive Needs	DR PHILLIPS ELEMENTARY	\$335,611	\$0	\$0	\$0	\$0	\$335,611	Yes
Comprehensive Needs	LAKE WESTON ELEMENTARY	\$1,227,375	\$0	\$0	\$0	\$0	\$1,227,375	Yes
Comprehensive Needs	LAKE WHITNEY ELEMENTARY	\$2,446,105	\$0	\$0	\$0	\$0	\$2,446,105	Yes
Comprehensive Needs	CLAY SPRINGS ELEMENTARY	\$1,382,354	\$0	\$0	\$0	\$0	\$1,382,354	Yes
Comprehensive Needs	LOVELL ELEMENTARY	\$2,236,053	\$0	\$0	\$0	\$0	\$2,236,053	Yes
Comprehensive Needs	APOPKA ELEMENTARY	\$1,282,967	\$0	\$0	\$0	\$0	\$1,282,967	Yes
Comprehensive Needs	LOCKHART ELEMENTARY	\$707,824	\$0	\$0	\$0	\$0	\$707,824	Yes
Comprehensive Needs	RIVERSIDE ELEMENTARY	\$903,572	\$0	\$0	\$0	\$0	\$903,572	Yes
Comprehensive Needs	DREAM LAKE ELEMENTARY	\$800,854	\$0	\$0	\$0	\$0	\$800,854	Yes
Future Project Reserves	Location not specified	\$549,987,692	\$508,704,796	\$479,489,505	\$330,809,277	\$302,269,320	\$2,171,260,590	Yes
Comprehensive Renovation	CARVER MIDDLE	\$5,955,167	\$0	\$0	\$0	\$0	\$5,955,167	Yes
Comprehensive Needs	TANGELO PARK ELEMENTARY	\$1,120,341	\$0	\$0	\$0	\$0	\$1,120,341	Yes
Comprehensive Needs	DOVER SHORES ELEMENTARY	\$21,160,943	\$0	\$0	\$0	\$0	\$21,160,943	Yes
District Wide Capital-Comprehensive Needs	Location not specified	\$26,556,150	\$31,000,000	\$50,000,000	\$74,000,000	\$60,000,000	\$241,556,150	Yes
Comprehensive Renovation	WESTRIDGE MIDDLE	\$1,355,240	\$0	\$0	\$0	\$0	\$1,355,240	Yes
Comprehensive Renovation	CYPRESS SPRINGS ELEMENTARY	\$13,734	\$0	\$0	\$0	\$0	\$13,734	Yes
Replacement School	LANCASTER ELEMENTARY	\$39,371	\$0	\$0	\$0	\$0	\$39,371	Yes
Charter Schools (Pass-through)	Location not specified	\$6,369,348	\$6,400,000	\$6,432,000	\$6,464,160	\$6,496,481	\$32,161,989	Yes
Comprehensive Renovation	LAKE SYBELIA ELEMENTARY	\$615	\$0	\$0	\$0	\$0	\$615	Yes
Comprehensive Renovation	CYPRESS PARK ELEMENTARY	\$20,329,747	\$0	\$0	\$0	\$0	\$20,329,747	Yes
Comprehensive Renovation	UNIVERSITY HIGH	\$419,478	\$0	\$0	\$0	\$0	\$419,478	Yes
Comprehensive Renovation	OAK HILL ELEMENTARY	\$3,130,919	\$0	\$0	\$0	\$0	\$3,130,919	Yes
Lake Como/Kaley K8 Comprehensive Renovation	LAKE COMO ELEMENTARY	\$29,180,546	\$0	\$0	\$0	\$0	\$29,180,546	Yes
Comprehensive Renovation	HILLCREST ELEMENTARY	\$19,695,419	\$0	\$0	\$0	\$0	\$19,695,419	Yes
Comprehensive Renovation	CORNER LAKE MIDDLE	\$21,704,137	\$0	\$0	\$0	\$0	\$21,704,137	Yes
Comprehensive Renovation	ROCK LAKE ELEMENTARY	\$3,885,026	\$0	\$0	\$0	\$0	\$3,885,026	Yes

Comprehensive Renovation	UNION PARK ELEMENTARY	\$19,148,197	\$0	\$0	\$0	\$0	\$19,148,197	Yes
Comprehensive Renovation	PINE HILLS ELEMENTARY	\$21,160,934	\$0	\$0	\$0	\$0	\$21,160,934	Yes
Comprehensive Renovation	SOUTHWEST MIDDLE	\$3,000,000	\$25,300,000	\$0	\$0	\$0	\$28,300,000	Yes
Comprehensive Renovation	LAKE GEORGE ELEMENTARY	\$1,786,838	\$11,581,000	\$0	\$0	\$0	\$13,367,838	Yes
Comprehensive Renovation	MAGNOLIA EXCEPTIONAL STUDENT EDUCATION CENTER	\$2,040,002	\$13,550,000	\$0	\$0	\$0	\$15,590,002	Yes
Comprehensive Renovation	MOLLIE RAY ELEMENTARY	\$2,822,134	\$0	\$0	\$0	\$0	\$2,822,134	Yes
Comprehensive Renovation	IVEY LANE ELEMENTARY	\$3,492,860	\$0	\$0	\$0	\$0	\$3,492,860	Yes
OCPS Project Management	Location not specified	\$7,968,035	\$8,165,149	\$8,368,092	\$8,577,077	\$8,792,322	\$41,870,675	Yes
Comprehensive Renovation	EDGEWATER HIGH	\$37,317	\$0	\$0	\$0	\$0	\$37,317	Yes
New School Completion	BAY LAKE ELEMENTARY	\$895,940	\$0	\$0	\$0	\$0	\$895,940	Yes
NEW SCHOOL COMPLETION	MILLENNIA GARDENS ELEMENTARY	\$488,019	\$0	\$0	\$0	\$0	\$488,019	Yes
NEW SCHOOL COMPLETION	WEDGEFIELD SCHOOL	\$1,113,238	\$0	\$0	\$0	\$0	\$1,113,238	Yes
Comprehensive Renovation	CHEROKEE SCHOOL	\$1,203	\$0	\$0	\$0	\$0	\$1,203	Yes
Comprehensive Renovation	ORANGE TECHNICAL COLLEGE - WINTER PARK CAMPUS	\$0	\$0	\$250,000	\$1,000,000	\$10,450,000	\$11,700,000	Yes
Comprehensive Renovation	ORANGE TECHNICAL COLLEGE - ORLANDO CAMPUS	\$0	\$0	\$250,000	\$19,450,000	\$1,700,000	\$21,400,000	Yes
COMPREHENSIVE RENOVATION	ACCELERATION WEST	\$250,000	\$2,000,000	\$9,750,000	\$0	\$0	\$12,000,000	Yes
Comprehensive Needs	PRAIRIE LAKE ELEMENTARY SCHOOL	\$59,697	\$0	\$0	\$0	\$0	\$59,697	Yes
Comprehensive Project	SUN BLAZE ELEMENTARY	\$29,429	\$0	\$0	\$0	\$0	\$29,429	Yes
Comprehensive Renovation	WASHINGTON SHORES PLC	\$4,000,000	\$0	\$0	\$0	\$0	\$4,000,000	Yes
Comprehensive renovation	WASHINGTON SHORES ELEMENTARY	\$830,754	\$0	\$0	\$0	\$0	\$830,754	Yes
Comprehensive renovation	ENGELWOOD ELEMENTARY	\$2,271,213	\$0	\$0	\$0	\$0	\$2,271,213	Yes
Comprehensive Renovation	ZELLWOOD ELEMENTARY	\$455	\$0	\$0	\$0	\$0	\$455	Yes
Comprehensive Renovation	PRINCETON ELEMENTARY	\$51,240	\$0	\$0	\$0	\$0	\$51,240	Yes
Comprehensive Renovation	DR PHILLIPS HIGH	\$1,200,807	\$0	\$0	\$0	\$0	\$1,200,807	Yes
Comprehensive Renovation	ALOMA ELEMENTARY	\$32,611	\$0	\$0	\$0	\$0	\$32,611	Yes
Comprehensive Renovation	SPRING LAKE ELEMENTARY	\$43,783	\$0	\$0	\$0	\$0	\$43,783	Yes
Comprehensive Renovation	ARBOR RIDGE SCHOOL	\$17,425	\$0	\$0	\$0	\$0	\$17,425	Yes
Comprehensive Renovation	LITTLE RIVER ELEMENTARY	\$744,825	\$0	\$0	\$0	\$0	\$744,825	Yes
Comprehensive Renovation	ECCLESTON ELEMENTARY	\$29,687	\$0	\$0	\$0	\$0	\$29,687	Yes

Comprehensive Renovation	SHINGLE CREEK ELEMENTARY	\$227,281	\$0	\$0	\$0	\$0	\$227,281	Yes
Comprehensive Renovation	OAK RIDGE HIGH	\$717,764	\$0	\$0	\$0	\$0	\$717,764	Yes
Comprehensive Renovation	BROOKSHIRE ELEMENTARY	\$27,047	\$0	\$0	\$0	\$0	\$27,047	Yes
Comprehensive Renovation	LAKE SILVER ELEMENTARY	\$402,009	\$0	\$0	\$0	\$0	\$402,009	Yes
Comprehensive Renovation	OCOEE ELEMENTARY	\$37,907	\$0	\$0	\$0	\$0	\$37,907	Yes
Comprehensive Renovation	WATERFORD ELEMENTARY	\$692,719	\$0	\$0	\$0	\$0	\$692,719	Yes
Comprehensive Renovation	CYPRESS CREEK HIGH	\$1,392,292	\$0	\$0	\$0	\$0	\$1,392,292	Yes
Comprehensive Renovation	PINELOCH ELEMENTARY	\$200,413	\$0	\$0	\$0	\$0	\$200,413	Yes
Comprehensive Renovation	JOHN YOUNG ELEMENTARY	\$812,347	\$0	\$0	\$0	\$0	\$812,347	Yes
Comprehensive Renovation	WHEATLEY ELEMENTARY	\$40,663	\$0	\$0	\$0	\$0	\$40,663	Yes
Comprehensive Renovation	LAKE GEM ELEMENTARY	\$1,767,276	\$15,517,000	\$0	\$0	\$0	\$17,284,276	Yes
Comprehensive Renovation	DEERWOOD ELEMENTARY	\$1,749,195	\$18,745,000	\$0	\$0	\$0	\$20,494,195	Yes
Pershing/Pine Castle K8	PERSHING ELEMENTARY	\$39,670,164	\$2,400,000	\$0	\$0	\$0	\$42,070,164	Yes
Comprehensive Renovation	ROLLING HILLS ELEMENTARY	\$250,000	\$1,550,000	\$18,300,000	\$0	\$0	\$20,100,000	Yes
Comprehensive Renovation	MEADOW WOODS ELEMENTARY	\$4,317,424	\$0	\$0	\$0	\$0	\$4,317,424	Yes
Comprehensive Renovation	VENTURA ELEMENTARY	\$3,328,698	\$0	\$0	\$0	\$0	\$3,328,698	Yes
Comprehensive Renovation	WILLIAM FRANGUS ELEMENTARY	\$22,865,827	\$0	\$0	\$0	\$0	\$22,865,827	Yes
Comprehensive Renovation	WINEGARD ELEMENTARY	\$250,000	\$1,550,000	\$19,600,000	\$0	\$0	\$21,400,000	Yes
Comprehensive Renovation	MAXEY ELEMENTARY	\$18,050,893	\$0	\$0	\$0	\$0	\$18,050,893	Yes
Comprehensive Renovation	PINAR ELEMENTARY	\$250,000	\$1,500,000	\$17,250,000	\$0	\$0	\$19,000,000	Yes
Comprehensive Renovation	HUNGERFORD ELEMENTARY	\$17,282,956	\$0	\$0	\$0	\$0	\$17,282,956	Yes
Comprehensive Renovation	HIDDEN OAKS ELEMENTARY	\$20,577,495	\$0	\$0	\$0	\$0	\$20,577,495	Yes
Comprehensive Renovation	GATEWAY SCHOOL	\$0	\$250,000	\$1,550,000	\$6,500,000	\$0	\$8,300,000	Yes
Comprehensive Renovation	MEADOW WOODS MIDDLE	\$250,000	\$2,250,000	\$15,900,000	\$0	\$0	\$18,400,000	Yes
Comprehensive Renovation	ORANGE TECHNICAL COLLEGE - MID-FLORIDA CAMPUS	\$250,000	\$4,000,000	\$0	\$54,850,000	\$2,500,000	\$61,600,000	Yes
Comprehensive Renovation	ORANGE TECHNICAL COLLEGE - WESTSIDE CAMPUS	\$0	\$250,000	\$2,000,000	\$14,550,000	\$1,700,000	\$18,500,000	Yes
Comprehensive Renovation	SUNRISE ELEMENTARY	\$1,765,039	\$11,386,000	\$0	\$0	\$0	\$13,151,039	Yes
New School Completion	EAGLE CREEK ELEMENTARY	\$651,531	\$0	\$0	\$0	\$0	\$651,531	Yes
New School Completion	INDEPENDENCE ELEMENTARY	\$668,748	\$0	\$0	\$0	\$0	\$668,748	Yes
Comprehensive Renovation	WALKER MIDDLE	\$88,543	\$0	\$0	\$0	\$0	\$88,543	Yes

Completion of new school	OCPS ACADEMIC CENTER FOR EXCELLENCE	\$9,226,152	\$0	\$0	\$0	\$0	\$9,226,152	Yes
		<b>\$943,553,614</b>	<b>\$666,098,945</b>	<b>\$629,139,597</b>	<b>\$516,200,514</b>	<b>\$393,908,123</b>	<b>\$3,148,900,793</b>	

**Additional Project Schedules**

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

**Non Funded Growth Management Project Schedules**

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

**Tracking**

**Capacity Tracking**

Location	2017 - 2018 Satis. Stu. Sta.	Actual 2017 - 2018 FISH Capacity	Actual 2016 - 2017 COFTE	# Class Rooms	Actual Average 2017 - 2018 Class Size	Actual 2017 - 2018 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2021 - 2022 COFTE	Projected 2021 - 2022 Utilization	Projected 2021 - 2022 Class Size
KALEY ELEMENTARY	686	686	431	37	12	63.00 %	-686	-37	0	0.00 %	0
LAKE COMO ELEMENTARY	484	0	0	26	0	0.00 %	1,201	42	916	76.00 %	13
PINELOCH ELEMENTARY	1,010	1,010	858	54	16	85.00 %	-180	-10	1,025	123.00 %	23
PRINCETON ELEMENTARY	545	545	470	30	16	86.00 %	0	0	350	64.00 %	12
ORLO VISTA ELEMENTARY	789	789	576	42	14	73.00 %	-18	-1	712	92.00 %	17
APOPKA MIDDLE	1,306	1,175	1,053	54	20	90.00 %	0	0	1,105	94.00 %	20
APOPKA ELEMENTARY	830	830	791	44	18	95.00 %	0	0	800	96.00 %	18
DOMMERICH ELEMENTARY	711	711	626	39	16	88.00 %	-13	0	619	89.00 %	16
LAKE SYBELIA ELEMENTARY	717	717	570	41	14	80.00 %	-98	-4	524	85.00 %	14

WINDERMERE ELEMENTARY	1,004	1,004	752	53	14	75.00 %	-162	-9	665	79.00 %	15
MEADOWBROOK MIDDLE SCHOOL	1,581	1,422	1,024	64	16	72.00 %	-178	-9	924	74.00 %	17
RIVERSIDE ELEMENTARY	927	927	623	51	12	67.00 %	-90	-5	652	78.00 %	14
SADLER ELEMENTARY	924	924	766	48	16	83.00 %	0	0	847	92.00 %	18
JACKSON MIDDLE	1,559	1,403	983	65	15	70.00 %	0	0	1,172	84.00 %	18
ORANGE TECHNICAL COLLEGE - MID-FLORIDA CAMPUS	2,029	2,434	237	105	2	10.00 %	0	0	150	6.00 %	1
WESTRIDGE MIDDLE	1,714	1,542	1,230	70	18	80.00 %	0	0	1,291	84.00 %	18
LITTLE RIVER ELEMENTARY	572	572	401	30	13	70.00 %	0	0	464	81.00 %	15
WALKER MIDDLE	1,251	1,125	1,029	53	19	91.00 %	0	0	1,042	93.00 %	20
WINEGARD ELEMENTARY	922	922	717	49	15	78.00 %	-90	-5	781	94.00 %	18
MEADOW WOODS ELEMENTARY	1,575	1,575	503	87	6	32.00 %	-751	-45	751	91.00 %	18
WATERBRIDGE ELEMENTARY	1,293	1,293	1,225	70	18	95.00 %	-432	-24	1,286	149.00 %	28
WINDY RIDGE SCHOOL	1,504	1,353	1,198	78	15	89.00 %	0	0	1,267	94.00 %	16
BAY MEADOWS ELEMENTARY	848	848	590	45	13	70.00 %	0	0	500	59.00 %	11
JOHN YOUNG ELEMENTARY	850	850	710	46	15	84.00 %	-83	-1	639	83.00 %	14
WATERFORD ELEMENTARY	854	854	749	45	17	88.00 %	0	0	727	85.00 %	16
ARBOR RIDGE SCHOOL	983	884	753	51	15	85.00 %	0	0	735	83.00 %	14
CLAY SPRINGS ELEMENTARY	832	832	699	45	16	84.00 %	-26	0	666	83.00 %	15
UNIVERSITY HIGH	3,465	3,291	2,773	139	20	84.00 %	0	0	3,171	96.00 %	23
ROCK SPRINGS ELEMENTARY	904	904	834	50	17	92.00 %	0	0	775	86.00 %	16
METROWEST ELEMENTARY	1,179	1,179	1,597	65	25	135.00 %	-318	-16	590	69.00 %	12
SOUTHWEST MIDDLE	1,500	1,350	1,385	66	21	103.00 %	297	15	1,500	91.00 %	19
ROBINSWOOD MIDDLE	1,687	1,518	1,261	70	18	83.00 %	-198	-10	1,081	82.00 %	18
DR PHILLIPS HIGH	4,282	4,067	3,525	174	20	87.00 %	285	12	3,964	91.00 %	21
CLARCONA ELEMENTARY	1,146	1,146	412	61	7	36.00 %	-1,146	-61	0	0.00 %	0
COLONIAL 9TH GRADE CENTER	1,193	1,073	862	49	18	80.00 %	0	0	946	88.00 %	19
PALM LAKE ELEMENTARY	875	875	583	47	12	67.00 %	-108	-6	701	91.00 %	17
VENTURA ELEMENTARY	837	837	628	46	14	75.00 %	-26	0	669	82.00 %	15
ROLLING HILLS ELEMENTARY	870	870	521	44	12	60.00 %	-197	-5	575	85.00 %	15
BONNEVILLE ELEMENTARY	938	938	585	50	12	62.00 %	-39	0	600	67.00 %	12
HIAWASSEE ELEMENTARY	794	794	684	41	17	86.00 %	-75	-2	643	89.00 %	16

MCCOY ELEMENTARY	860	860	689	44	16	80.00 %	-36	-2	606	74.00 %	14
PERSHING ELEMENTARY	547	547	314	29	11	57.00 %	788	39	1,157	87.00 %	17
UNION PARK MIDDLE	1,643	1,478	792	68	12	54.00 %	0	0	745	50.00 %	11
CASTLE CREEK ELEMENTARY	990	990	902	52	17	91.00 %	0	0	898	91.00 %	17
TANGELO PARK ELEMENTARY	682	682	560	37	15	82.00 %	0	0	861	126.00 %	23
LOVELL ELEMENTARY	832	832	709	45	16	85.00 %	0	0	668	80.00 %	15
CHICKASAW ELEMENTARY	942	942	630	50	13	67.00 %	-98	-4	570	68.00 %	12
SPRING LAKE ELEMENTARY	717	717	578	38	15	81.00 %	0	0	575	80.00 %	15
LANCASTER ELEMENTARY	963	963	839	53	16	87.00 %	0	0	852	88.00 %	16
LEGACY MIDDLE	1,264	1,137	891	51	17	78.00 %	0	0	936	82.00 %	18
SAND LAKE ELEMENTARY	828	828	662	43	15	80.00 %	-26	0	657	82.00 %	15
EAST LAKE ELEMENTARY SCHOOL	846	846	680	43	16	80.00 %	-90	-5	661	87.00 %	17
WHISPERING OAK ELEMENTARY SCHOOL	1,109	1,109	914	58	16	82.00 %	141	10	1,198	96.00 %	18
WOLF LAKE ELEMENTARY	1,350	1,350	1,198	72	17	89.00 %	-198	-10	1,046	91.00 %	17
STONE LAKES ELEMENTARY	990	990	866	52	17	87.00 %	-162	-9	699	84.00 %	16
EAGLE'S NEST ELEMENTARY	920	920	745	48	16	81.00 %	-65	0	759	89.00 %	16
WEST OAKS ELEMENTARY	898	898	580	47	12	65.00 %	-144	-8	664	88.00 %	17
WEST CREEK ELEMENTARY	956	956	860	50	17	90.00 %	-26	0	832	89.00 %	17
ANDOVER ELEMENTARY	1,008	1,008	800	52	15	79.00 %	-52	0	875	92.00 %	17
OCOEE HIGH SCHOOL	2,974	2,825	2,286	123	19	81.00 %	238	10	2,775	91.00 %	21
FREEDOM MIDDLE SCHOOL	1,414	1,272	1,063	59	18	84.00 %	0	0	1,297	102.00 %	22
CAMELOT ELEMENTARY	754	754	567	39	15	75.00 %	0	0	555	74.00 %	14
THORNEBROOKE ELEMENTARY	870	870	725	45	16	83.00 %	-72	-4	705	88.00 %	17
BLANKNER K-8 SCHOOL	1,339	1,205	1,049	65	16	87.00 %	-174	10	887	86.00 %	12
POSITIVE PATHWAYS TRANSITION CENTER	774	696	222	33	7	32.00 %	0	0	189	27.00 %	6
ACCELERATION EAST	618	618	205	27	8	33.00 %	0	0	175	28.00 %	6
FREEDOM HIGH	3,662	3,478	3,479	149	23	100.00 %	736	31	3,975	94.00 %	22
CITRUS ELEMENTARY	794	794	594	41	14	75.00 %	-36	0	495	65.00 %	12
TIMBER CREEK SENIOR HIGH	3,671	3,487	3,123	149	21	90.00 %	0	0	3,237	93.00 %	22
OLYMPIA HIGH	3,546	3,368	3,059	145	21	91.00 %	0	0	3,318	99.00 %	23
ODYSSEY MIDDLE	1,371	1,233	927	56	17	75.00 %	0	0	972	79.00 %	17

THREE POINTS ELEMENTARY	830	830	507	43	12	61.00 %	-72	-4	512	68.00 %	13
AVALON ELEMENTARY	1,078	1,078	937	57	16	87.00 %	-234	-13	761	90.00 %	17
LAKEVILLE ELEMENTARY	913	913	772	50	15	85.00 %	0	0	746	82.00 %	15
CHAIN OF LAKES MIDDLE	1,724	1,551	1,327	70	19	86.00 %	0	0	1,388	89.00 %	20
LAWTON CHILES ELEMENTARY	884	884	656	46	14	74.00 %	-152	-7	599	82.00 %	15
OAKSHIRE ELEMENTARY	968	968	692	50	14	71.00 %	-90	-5	769	88.00 %	17
NORTHLAKE PARK ELEMENTARY	878	878	898	46	20	102.00 %	0	0	885	101.00 %	19
ENDEAVOR ELEMENTARY	902	902	745	47	16	83.00 %	-170	-8	601	82.00 %	15
CORNER LAKE MIDDLE	1,395	1,255	994	59	17	79.00 %	0	0	1,080	86.00 %	18
MEADOW WOODS MIDDLE	1,388	1,249	960	59	16	77.00 %	-79	-4	1,032	88.00 %	19
RIVERDALE ELEMENTARY	751	751	592	41	14	79.00 %	-144	-4	543	89.00 %	15
LAKE GEM ELEMENTARY	964	964	789	53	15	82.00 %	-126	-7	753	90.00 %	16
PINEWOOD ELEMENTARY	853	853	564	46	12	66.00 %	0	0	549	64.00 %	12
LAKE GEORGE ELEMENTARY	751	751	610	41	15	81.00 %	0	0	627	83.00 %	15
HILLCREST ELEMENTARY	478	478	412	25	16	86.00 %	12	0	495	101.00 %	20
DISCOVERY MIDDLE	1,410	1,269	937	60	16	74.00 %	0	0	920	72.00 %	15
LAKE WHITNEY ELEMENTARY	718	718	547	39	14	76.00 %	-145	-4	505	88.00 %	14
SUNRISE ELEMENTARY	663	663	533	37	14	80.00 %	-1	5	527	80.00 %	13
SOUTHWOOD ELEMENTARY	715	715	540	39	14	76.00 %	0	0	618	86.00 %	16
ROSEMONT ELEMENTARY	932	932	795	51	16	85.00 %	-111	-4	692	84.00 %	15
EDGEWATER HIGH	2,440	2,318	1,905	104	18	82.00 %	0	0	2,200	95.00 %	21
HOWARD MIDDLE	1,348	1,213	1,067	55	19	88.00 %	0	0	1,089	90.00 %	20
CHEROKEE SCHOOL	359	359	34	35	1	9.00 %	-359	-35	0	0.00 %	0
MEMORIAL MIDDLE	1,324	1,191	822	54	15	69.00 %	0	0	899	75.00 %	17
FERN CREEK ELEMENTARY	594	594	249	31	8	42.00 %	-594	-31	0	0.00 %	0
GRAND AVENUE PRIMARY LEARNING CENTER	506	506	152	27	6	30.00 %	-506	-27	0	0.00 %	0
WESTPOINTE ELEMENTARY	845	0	0	48	0	0.00 %	842	0	798	95.00 %	17
WINDERMERE HIGH	2,898	0	0	116	0	0.00 %	2,753	0	2,703	98.00 %	23
INNOVATION MIDDLE	1,274	0	0	56	0	0.00 %	1,286	7	1,156	90.00 %	18
LAUREATE PARK ELEMENTARY	845	0	0	48	0	0.00 %	837	0	793	95.00 %	17

OCPS ACADEMIC CENTER FOR EXCELLENCE	1,486	0	0	73	0	0.00 %	1,431	0	1,112	78.00 %	15
BOONE SENIOR HIGH	3,469	3,295	2,620	144	18	80.00 %	0	0	3,000	91.00 %	21
EAGLE CREEK ELEMENTARY	1,048	1,048	1,148	57	20	109.00 %	159	11	1,207	100.00 %	18
INDEPENDENCE ELEMENTARY	958	958	801	52	15	84.00 %	-126	-7	1,300	156.00 %	29
WEDGEFIELD SCHOOL	1,171	1,053	810	56	14	77.00 %	-12	0	816	78.00 %	15
TIMBER SPRINGS MIDDLE	1,371	0	0	59	0	0.00 %	1,227	0	1,182	96.00 %	20
MILLENNIA GARDENS ELEMENTARY	981	981	849	54	16	87.00 %	-144	-8	1,090	130.00 %	24
BAY LAKE ELEMENTARY	981	981	847	54	16	86.00 %	-144	-8	1,082	129.00 %	24
WETHERBEE ELEMENTARY	1,015	1,015	941	55	17	93.00 %	87	7	1,038	94.00 %	17
LAKE NONA MIDDLE	2,099	1,889	2,075	87	24	110.00 %	-317	-16	1,711	109.00 %	24
SUNRIDGE ELEMENTARY	859	859	731	47	16	85.00 %	0	0	707	82.00 %	15
SUNRIDGE MIDDLE	1,859	1,673	1,303	76	17	78.00 %	0	0	1,403	84.00 %	18
SUN BLAZE ELEMENTARY	1,102	1,102	1,057	60	18	96.00 %	-26	0	1,073	100.00 %	18
PRAIRIE LAKE ELEMENTARY SCHOOL	1,119	1,119	894	60	15	80.00 %	0	0	1,002	90.00 %	17
WESTBROOKE ELEMENTARY SCHOOL	842	842	720	43	17	85.00 %	132	5	882	91.00 %	18
TIMBER LAKES ELEMENTARY	1,000	1,000	924	52	18	92.00 %	0	0	990	99.00 %	19
LAKE NONA HIGH	2,955	2,807	2,504	120	21	89.00 %	950	40	3,697	98.00 %	23
EAST RIVER HIGH SCHOOL	3,161	3,002	1,852	128	14	62.00 %	0	0	2,250	75.00 %	18
KEENE'S CROSSING ELEMENTARY SCHOOL	1,255	1,255	984	69	14	78.00 %	-396	-22	1,577	184.00 %	34
FORSYTH WOODS ELEMENTARY	862	862	688	47	15	80.00 %	0	0	700	81.00 %	15
BRIDGEWATER MIDDLE	2,385	2,146	1,855	100	19	86.00 %	-594	-30	2,787	180.00 %	40
AUDUBON PARK ELEMENTARY RELIEF	1,310	1,310	1,192	69	17	91.00 %	-265	-14	838	80.00 %	15
WEKIVA HIGH	2,945	2,797	2,132	120	18	76.00 %	0	0	2,412	86.00 %	20
COLUMBIA ELEMENTARY SCHOOL	842	842	572	43	13	68.00 %	0	0	632	75.00 %	15
CATALINA ELEMENTARY SCHOOL (NEW)	832	832	711	42	17	85.00 %	0	0	692	83.00 %	16
AVALON CENTER FOR TECHNICAL EXCELLENCE	496	496	58	22	3	12.00 %	0	0	146	29.00 %	7
WYNDHAM LAKES ELEMENTARY	1,116	1,116	981	59	17	88.00 %	0	0	1,000	90.00 %	17
WOLF LAKE MIDDLE	1,608	1,447	1,302	66	20	90.00 %	0	0	1,185	82.00 %	18
MILLENNIA ELEMENTARY	1,210	1,210	900	64	14	74.00 %	-495	-21	1,087	152.00 %	25
AVALON MIDDLE SCHOOL	1,916	1,724	1,834	80	23	106.00 %	-574	-29	951	83.00 %	19



SUNSET PARK ELEMENTARY	1,072	1,072	841	56	15	78.00 %	0	0	963	90.00 %	17
MOSS PARK ELEMENTARY SCHOOL	1,130	1,130	846	59	14	75.00 %	0	0	1,032	91.00 %	17
GOtha MIDDLE	1,655	1,489	1,319	70	19	89.00 %	0	0	1,303	88.00 %	19
ACCELERATION WEST	1,447	1,447	315	57	6	22.00 %	-1,150	-46	115	39.00 %	10
WEST ORANGE 9TH GRADE CENTER	1,589	1,509	1,102	62	18	73.00 %	-713	-30	356	45.00 %	11
APOPKA 9TH GRADE CENTER	1,216	0	0	53	0	0.00 %	346	-39	267	77.00 %	19
SOUTH CREEK MIDDLE	1,250	1,125	1,005	52	19	89.00 %	0	0	1,094	97.00 %	21
VISTA LAKES ELEMENTARY	954	954	758	50	15	79.00 %	-39	0	823	90.00 %	16
WASHINGTON SHORES ELEMENTARY	694	694	488	37	13	70.00 %	-10	0	658	96.00 %	18
CARVER MIDDLE	2,471	2,223	661	106	6	30.00 %	-883	-52	613	46.00 %	11
WASHINGTON SHORES PLC	321	321	15	18	1	5.00 %	0	0	0	0.00 %	0
HUNTERS CREEK MIDDLE	1,320	1,188	1,302	57	23	110.00 %	0	0	1,409	119.00 %	25
HUNTERS CREEK ELEMENTARY	898	898	880	49	18	98.00 %	-13	0	848	96.00 %	17
CYPRESS SPRINGS ELEMENTARY	832	832	768	46	17	92.00 %	-39	0	757	95.00 %	16
PIEDMONT LAKES MIDDLE	1,809	1,628	1,122	76	15	69.00 %	0	0	1,055	65.00 %	14
JONES HIGH	1,693	1,608	1,282	69	19	80.00 %	0	0	1,387	86.00 %	20
ORANGE TECHNICAL COLLEGE - WESTSIDE CAMPUS	1,518	1,821	84	66	1	5.00 %	0	0	0	0.00 %	0
ROBERT F HUNGERFORD PREPARATORY HIGH SCHOOL	622	0	0	30	0	0.00 %	0	0	0	0.00 %	0
ECCLESTON ELEMENTARY	738	738	585	39	15	79.00 %	-26	0	471	66.00 %	12
ORANGE TECHNICAL COLLEGE - WINTER PARK CAMPUS	986	1,479	47	43	1	3.00 %	0	0	200	14.00 %	5
ORANGE TECHNICAL COLLEGE - ORLANDO CAMPUS	446	535	87	27	3	16.00 %	0	0	201	38.00 %	7
DR PHILLIPS ELEMENTARY	804	804	680	44	15	85.00 %	-39	0	750	98.00 %	17
DEERWOOD ELEMENTARY	758	758	451	41	11	59.00 %	-107	-5	481	74.00 %	13
WILLIAM FRANGUS ELEMENTARY	954	954	583	53	11	61.00 %	-200	-17	550	73.00 %	15
SHINGLE CREEK ELEMENTARY	1,192	1,192	813	65	13	68.00 %	-324	-18	789	91.00 %	17
CYPRESS CREEK HIGH	3,608	3,427	3,161	147	22	92.00 %	0	0	3,331	97.00 %	23
WEST ORANGE HIGH	3,277	3,113	2,877	133	22	92.00 %	0	0	2,178	70.00 %	16
APOPKA SENIOR HIGH	3,402	3,231	3,093	139	22	96.00 %	0	0	2,897	90.00 %	21
OCOEE ELEMENTARY	938	938	710	50	14	76.00 %	-108	-6	708	85.00 %	16

PINAR ELEMENTARY	673	673	392	36	11	58.00 %	-183	-9	379	77.00 %	14
LIBERTY MIDDLE	1,753	1,577	1,145	75	15	73.00 %	-79	-4	1,077	72.00 %	15
MAGNOLIA EXCEPTIONAL STUDENT EDUCATION CENTER	519	519	134	50	3	26.00 %	-220	-22	186	62.00 %	7
IVEY LANE ELEMENTARY	1,253	1,253	282	68	4	22.00 %	-604	-34	355	55.00 %	10
RIDGEWOOD PARK ELEMENTARY	896	896	709	48	15	79.00 %	-32	0	656	76.00 %	14
SHENANDOAH ELEMENTARY	810	810	589	43	14	73.00 %	-39	0	658	85.00 %	15
HIDDEN OAKS ELEMENTARY	1,044	1,044	431	58	7	41.00 %	-393	-22	443	68.00 %	12
PALMETTO ELEMENTARY	1,307	1,307	942	71	13	72.00 %	-170	-8	816	72.00 %	13
OAK HILL ELEMENTARY	1,175	1,175	490	65	8	42.00 %	-525	-26	510	78.00 %	13
ORANGE CENTER ELEMENTARY	537	537	348	29	12	65.00 %	-54	-3	330	68.00 %	13
HUNGERFORD ELEMENTARY	594	594	254	33	8	43.00 %	-104	-8	248	51.00 %	10
WHEATLEY ELEMENTARY	570	570	425	28	15	75.00 %	0	0	464	81.00 %	17
CONWAY MIDDLE	1,465	1,318	991	62	16	75.00 %	-178	-9	973	85.00 %	18
ALOMA ELEMENTARY	734	734	545	37	15	74.00 %	-39	0	571	82.00 %	15
WINTER PARK HIGH	3,027	2,875	2,377	125	19	83.00 %	-40	-4	2,425	86.00 %	20
CYPRESS PARK ELEMENTARY	572	572	285	30	9	50.00 %	238	16	722	89.00 %	16
BROOKSHIRE ELEMENTARY	770	770	609	42	15	79.00 %	-52	0	671	93.00 %	16
DOVER SHORES ELEMENTARY	824	824	493	44	11	60.00 %	-173	-9	423	65.00 %	12
MOLLIE RAY ELEMENTARY	682	0	0	39	0	0.00 %	650	0	436	67.00 %	11
DURRANCE ELEMENTARY	810	810	377	43	9	46.00 %	-810	-43	0	0.00 %	0
MAXEY ELEMENTARY	560	560	266	30	9	47.00 %	-560	-30	328	0.00 %	0
EVANS HIGH	2,890	2,745	2,187	120	18	80.00 %	0	0	2,369	86.00 %	20
ENGELWOOD ELEMENTARY	1,875	1,875	519	101	5	28.00 %	-1,038	-55	519	62.00 %	11
OAK RIDGE HIGH	3,190	3,030	2,804	130	22	93.00 %	0	0	2,814	93.00 %	22
CHENEY ELEMENTARY	754	754	508	41	12	67.00 %	0	0	519	69.00 %	13
LOCKHART MIDDLE	1,114	1,002	792	48	16	79.00 %	0	0	844	84.00 %	18
MAITLAND MIDDLE	1,267	1,140	916	53	17	80.00 %	-119	-6	756	74.00 %	16
GATEWAY SCHOOL	431	431	60	42	1	14.00 %	-431	-42	0	0.00 %	0
AZALEA PARK ELEMENTARY	696	696	574	38	15	82.00 %	0	0	600	86.00 %	16
PINE HILLS ELEMENTARY	984	984	677	53	13	69.00 %	-147	-7	691	83.00 %	15
ROCK LAKE ELEMENTARY	1,149	1,149	225	62	4	20.00 %	-499	-23	453	70.00 %	12

LAKE WESTON ELEMENTARY	762	762	535	43	12	70.00 %	0	0	608	80.00 %	14
COLONIAL HIGH	3,217	3,056	2,432	141	17	80.00 %	-190	-4	2,597	91.00 %	19
AUDUBON PARK ELEMENTARY (OLD)	482	0	0	25	0	0.00 %	1,209	36	787	65.00 %	13
DREAM LAKE ELEMENTARY	832	832	808	46	18	97.00 %	0	0	787	95.00 %	17
CONWAY ELEMENTARY	735	735	573	40	14	78.00 %	-26	0	625	88.00 %	16
LAKEMONT ELEMENTARY	766	766	632	41	15	83.00 %	0	0	623	81.00 %	15
GLENRIDGE MIDDLE	1,676	1,508	1,514	70	22	100.00 %	-139	-7	1,198	88.00 %	19
COLLEGE PARK MIDDLE	1,311	1,179	993	55	18	84.00 %	79	4	1,116	89.00 %	19
PINE CASTLE ELEMENTARY	727	727	300	39	8	41.00 %	-727	-39	0	0.00 %	0
LOCKHART ELEMENTARY	659	659	484	35	14	73.00 %	0	0	479	73.00 %	14
UNION PARK ELEMENTARY	820	820	465	44	11	57.00 %	-169	-8	487	75.00 %	14
ZELLWOOD ELEMENTARY	659	659	642	35	18	97.00 %	-36	-2	700	112.00 %	21
DILLARD STREET ELEMENTARY	1,038	1,038	659	55	12	63.00 %	-314	-17	526	73.00 %	14
LAKE SILVER ELEMENTARY	723	723	702	42	17	97.00 %	115	10	788	94.00 %	15
WINTER PARK 9TH GRADE CENTER	1,093	983	795	46	17	81.00 %	0	0	858	87.00 %	19
KILLARNEY ELEMENTARY	736	736	441	39	11	60.00 %	-144	-8	510	86.00 %	16
OCOEE MIDDLE	1,847	1,662	1,439	79	18	87.00 %	-178	-9	1,407	95.00 %	20
LAKEVIEW MIDDLE	1,452	1,306	987	65	15	76.00 %	-59	-3	1,108	89.00 %	18
TILDENVILLE ELEMENTARY	792	792	553	42	13	70.00 %	0	0	788	99.00 %	19
SILVER STAR CENTER	167	0	0	16	0	0.00 %	0	0	0	0.00 %	0
	<b>258,996</b>	<b>238,441</b>	<b>181,216</b>	<b>12,314</b>	<b>15</b>	<b>76.00 %</b>	<b>-8,052</b>	<b>-964</b>	<b>196,917</b>	<b>85.47 %</b>	<b>17</b>

The COFTE Projected Total (196,917) for 2021 - 2022 must match the Official Forecasted COFTE Total (196,594 ) for 2021 - 2022 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2021 - 2022	
Elementary (PK-3)	60,047
Middle (4-8)	75,088
High (9-12)	61,459
	<b>196,594</b>

Grade Level Type	Balanced Projected COFTE for 2021 - 2022
Elementary (PK-3)	1,222
Middle (4-8)	-299
High (9-12)	-1,246
	<b>196,594</b>

**Relocatable Replacement**

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	Year 5 Total
FERN CREEK ELEMENTARY	0	5	0	0	0	5
GRAND AVENUE PRIMARY LEARNING CENTER	12	0	0	0	0	12
HILLCREST ELEMENTARY	3	0	0	0	0	3
KALEY ELEMENTARY	0	17	0	0	0	17
PINELOCH ELEMENTARY	0	0	0	10	0	10
ORLO VISTA ELEMENTARY	0	0	0	0	1	1
LAKEVIEW MIDDLE	0	0	0	0	3	3
PINE CASTLE ELEMENTARY	0	0	15	0	0	15
ZELLWOOD ELEMENTARY	0	0	0	0	2	2
DILLARD STREET ELEMENTARY	0	0	0	0	16	16
CONWAY ELEMENTARY	0	0	0	0	6	6
GLENRIDGE MIDDLE	0	7	0	0	0	7
PINE HILLS ELEMENTARY	7	0	0	0	0	7
ROCK LAKE ELEMENTARY	2	0	0	0	0	2
COLONIAL HIGH	0	0	0	0	2	2
EVANS HIGH	0	0	0	0	12	12
ENGELWOOD ELEMENTARY	0	29	0	0	0	29
CYPRESS PARK ELEMENTARY	0	2	0	0	0	2
DOVER SHORES ELEMENTARY	12	0	0	0	0	12
DURRANCE ELEMENTARY	0	15	0	0	0	15
TANGELO PARK ELEMENTARY	0	0	1	0	0	1
CHICKASAW ELEMENTARY	0	4	0	0	0	4
LANCASTER ELEMENTARY	0	0	0	0	8	8
ROLLING HILLS ELEMENTARY	0	0	0	3	0	3
HIAWASSEE ELEMENTARY	0	0	0	0	2	2
PERSHING ELEMENTARY	1	0	0	0	0	1
ROBINSWOOD MIDDLE	0	0	0	0	10	10
CLARCONA ELEMENTARY	0	32	0	0	0	32
PALM LAKE ELEMENTARY	0	0	0	0	6	6
ROCK SPRINGS ELEMENTARY	0	0	0	0	4	4
METROWEST ELEMENTARY	16	0	0	0	0	16
MEADOW WOODS ELEMENTARY	16	0	0	0	0	16

WATERBRIDGE ELEMENTARY	0	0	0	24	0	24
JOHN YOUNG ELEMENTARY	0	0	0	0	1	1
WESTRIDGE MIDDLE	0	0	0	0	23	23
WINEGARD ELEMENTARY	0	0	0	8	0	8
LAKE SYBELIA ELEMENTARY	0	0	0	0	4	4
WINDERMERE ELEMENTARY	0	0	0	0	9	9
MEADOWBROOK MIDDLE SCHOOL	0	0	0	0	9	9
RIVERSIDE ELEMENTARY	0	0	0	0	5	5
MAXEY ELEMENTARY	0	0	14	0	0	14
ORANGE CENTER ELEMENTARY	0	0	0	0	3	3
HUNGERFORD ELEMENTARY	5	0	0	0	0	5
CONWAY MIDDLE	0	0	0	0	9	9
WINTER PARK HIGH	0	0	0	0	4	4
IVEY LANE ELEMENTARY	6	0	0	0	0	6
HIDDEN OAKS ELEMENTARY	48	10	0	0	0	58
PALMETTO ELEMENTARY	0	0	8	0	0	8
OAK HILL ELEMENTARY	8	0	0	0	0	8
WEST ORANGE HIGH	0	0	0	0	5	5
OCOEE ELEMENTARY	0	0	0	0	6	6
LIBERTY MIDDLE	0	4	0	0	0	4
DEERWOOD ELEMENTARY	0	0	16	0	0	16
WILLIAM FRANGUS ELEMENTARY	0	65	0	0	0	65
SHINGLE CREEK ELEMENTARY	0	0	0	0	18	18
CARVER MIDDLE	6	0	0	0	0	6
HUNTERS CREEK MIDDLE	0	0	0	0	9	9
ACCELERATION WEST	0	0	0	20	0	20
WEST ORANGE 9TH GRADE CENTER	0	0	0	0	38	38
APOPKA 9TH GRADE CENTER	0	0	0	0	39	39
LAKE WHITNEY ELEMENTARY	0	0	0	0	4	4
ROSEMONT ELEMENTARY	0	0	0	0	4	4
MEADOW WOODS MIDDLE	0	0	0	0	4	4
RIVERDALE ELEMENTARY	0	0	0	0	4	4
LAKE GEM ELEMENTARY	0	0	0	19	0	19
LAWTON CHILES ELEMENTARY	0	0	0	0	11	11
OAKSHIRE ELEMENTARY	0	0	0	0	5	5
THREE POINTS ELEMENTARY	0	0	0	0	4	4

AVALON ELEMENTARY	0	0	0	0	13	13
THORNEBROOKE ELEMENTARY	0	0	0	0	4	4
BLANKNER K-8 SCHOOL	0	0	0	0	10	10
WEST OAKS ELEMENTARY	0	0	0	0	8	8
EAST LAKE ELEMENTARY SCHOOL	0	0	0	0	5	5
WOLF LAKE ELEMENTARY	0	0	0	0	29	29
STONE LAKES ELEMENTARY	0	0	0	0	9	9
MILLENNIA ELEMENTARY	0	0	0	21	0	21
AVALON MIDDLE SCHOOL	29	0	0	0	0	29
BRIDGEWATER MIDDLE	0	0	30	0	0	30
AUDUBON PARK ELEMENTARY RELIEF	0	14	0	0	0	14
KEENE'S CROSSING ELEMENTARY SCHOOL	0	0	22	0	0	22
LAKE NONA MIDDLE	16	0	0	0	0	16
INDEPENDENCE ELEMENTARY	0	0	7	0	0	7
MILLENNIA GARDENS ELEMENTARY	0	0	0	8	0	8
BAY LAKE ELEMENTARY	0	0	8	0	0	8
<b>Total Relocatable Replacements:</b>	<b>187</b>	<b>204</b>	<b>121</b>	<b>113</b>	<b>368</b>	<b>993</b>

**Charter Schools Tracking**

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2021 - 2022
Central Florida Leadership Academy, 427 N. Primrose, Orlando, FL 32803	12	PRIVATE	2010	360	237	1	300
Cornerstone Academy, 5903 Randolph Ave, Belle Isle, FL, 32809-4241	70	PRIVATE	2010	1,360	1,379	13	1,300
Pinecrest Preparatory K8, 8503 Daetwyler Dr., Orlando, FL, 32827	12	PRIVATE	2010	900	229	1	200
Pinecrest Creek, 3032 Monte Carlo Trail, Orlando, FL 32805	8	PRIVATE	2012	800	141	3	160
Aspire Charter Academy, 928 Malone Drive, Orlando, FL, 32810	6	PRIVATE	2011	200	111	1	100
Access Charter School, 6000 E. Colonial Drive, 32807, Orlando, FL, 32810	7	PRIVATE	2011	150	124	15	150
Sheeler Charter - 871 E Semoran Blvd, Apopka, FL 32703	16	PRIVATE	2008	500	305	15	500
Innovations Middle School- 2768 North Hiawasee Rd., Orlando, FL, 32801	9	PRIVATE	2010	300	181	1	300
Workforce Advantage Academy- 2113 E. South St. Orlando 32803	12	PRIVATE	2004	200	231	10	250

Orlando Science Charter School, 2611 Technology Drive, Orlando, FL 32804	53	PRIVATE	2008	900	1,046	4	900
UCP Pine Hills Charter School 5800 Golf Club Parkway, Orlando, FL 32818	7	PRIVATE	2003	300	134	4	80
UCP East Orange Charter School 1270 Science Drive, Orlando, FL 32826	15	PRIVATE	2008	300	272	5	270
Aloma Charter School - 495 N Semoran Blvd, Winter Park, FL 32807	21	PRIVATE	2008	400	411	14	500
Chancery Charter High - 7001 S. Orange Blossom Trail Orlando, FL 32809	19	PRIVATE	2008	500	372	14	500
Nap Ford Community School, Inc, 1001 South Goldwyn Ave, Orlando, FL 32801	8	PRIVATE	2000	140	148	15	150
Oakland Avenue Charter- K-5- P.O. Box 949/ 456 E. Oakland Ave., Oakland, FL 34760-0949	28	PRIVATE	2002	560	524	7	600
Passport Charter School - K-8- 5221 Curry Ford Rd., Orlando, FL 32812	9	PRIVATE	1997	180	171	1	180
Princeton House Charter School - autistic ages 3-18 1166 Lee Road, Orlando, FL 32810	7	PRIVATE	1998	280	133	3	170
UCP Charter School, UCP Downtown Campus- Birth-5- developmentally delayed- 4690 Lake Underhill Road, Orlando, FL 32807	7	PRIVATE	2001	180	124	14	180
UCP Transitional Learning Academy -3305 S. Orange Avenue Orlando 32806	3	PRIVATE	2007	60	54	7	60
Orlando Science Elementary Charter School, 2427 Lynx Lane, Orlando, FL 32804	25	PRIVATE	2016	100	493	4	100
Econ River Charter High, 14180 E Colonial Dr Ste A, Orlando, FL 32826	6	PRIVATE	2016	150	125	5	150
Hope Charter, Inc.-K-8- 1550 E. Crown Point Rd. Ocoee, FL 34761	24	PRIVATE	2001	420	451	15	420
Lake Eola Charter School, Inc.- K-8- 135 N. Magnolia Ave., Orlando, FL 32801	11	PRIVATE	1998	240	217	11	220
Legacy High School-9-11- 1550 E. Crown Point Rd. Ocoee, FL 34761	10	PRIVATE	2005	180	187	15	160
Prosperitus Learning Academy Age 16-21- 4526 S. Orange Blossom Trail- Orlando 32839	7	PRIVATE	2012	200	132	15	200
Renaissance at Goldenrod - K-8 - 6112 South Goldenrod Road, Orlando, FL 32825	48	PRIVATE	2015	1,500	951	4	1,500
Legends Academy - K-8 - 2023 Monte Carlo Trail, Orlando, FL 32805	12	PRIVATE	2015	350	237	4	300
UCP West Orange	10	PRIVATE	2015	180	177	3	180

Lucious and Emma Nixon Academy K8, 1780 Mercy Drive, Orlando, FL 32808	5	PRIVATE	2016	555	70	5	100
Renaissance at Crown Point K8, 83 West Road, Ocoee, FL 34761	32	PRIVATE	2016	1,800	610	5	1,400
BridgePrep Academy of Orange County, 5710 LaCosta Drive, Orlando, FL 32807	10	PRIVATE	2016	300	190	5	1,000
Montessori of Winter Garden 8545 E. Plant Street, Winter Garden, FL 34787, For K-8 1610 North Lakewood Avenue Ocoee FL 34761	13	PRIVATE	2011	550	247	3	550
Kid's Community College (K-5), 1475 E. Silver Star Road, Ocoee, 34761	12	PRIVATE	2012	350	240	3	350
Renaissance at Chickasaw, 8203 Valencia College Lane, Orlando, FL 32837	54	PRIVATE	2012	1,500	1,068	3	1,400
Sunshine High School, 6600 Old Winter Garden Road, Orlando, FL 32835	20	PRIVATE	2012	600	396	3	600
Renaissance at Hunter's Creek, 4140 Town Center Blvd, Orlando, FL 32837	46	PRIVATE	2013	1,500	903	4	1,500
Orange County Prep Academy, 10250 University Blvd, Orlando, FL 32817	25	PRIVATE	2014	1,150	449	4	900
	<b>699</b>			<b>20,195</b>	<b>13,470</b>		<b>17,880</b>

**Special Purpose Classrooms Tracking**

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
GRAND AVENUE PRIMARY LEARNING CENTER	Educational	22	5	0	0	0	27
HILLCREST ELEMENTARY	Educational	15	7	0	0	0	22
LAKE COMO ELEMENTARY	Educational	16	8	0	1	0	25
SILVER STAR CENTER	Educational	0	0	0	16	0	16
AUDUBON PARK ELEMENTARY (OLD)	Educational	17	8	0	0	0	25
PINE HILLS ELEMENTARY	Educational	33	13	0	4	0	50
MOLLIE RAY ELEMENTARY	Educational	30	8	0	1	0	39
CONWAY MIDDLE	Educational	0	6	0	0	0	6
ROBERT F HUNGERFORD PREPARATORY HIGH SCHOOL	Educational	0	0	27	1	0	28
<b>Total Educational Classrooms:</b>		<b>133</b>	<b>55</b>	<b>27</b>	<b>23</b>	<b>0</b>	<b>238</b>



School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
BOONE SENIOR HIGH	Co-Teaching	0	0	20	0	0	20
EDGEWATER HIGH	Co-Teaching	0	0	7	0	0	7
KALEY ELEMENTARY	Co-Teaching	2	0	0	0	0	2
ORLO VISTA ELEMENTARY	Co-Teaching	1	0	0	0	0	1
UNION PARK ELEMENTARY	Co-Teaching	8	0	0	0	0	8
ZELLWOOD ELEMENTARY	Co-Teaching	8	0	0	1	0	9
DREAM LAKE ELEMENTARY	Co-Teaching	2	1	0	0	0	3
GLENRIDGE MIDDLE	Co-Teaching	0	5	0	0	0	5
COLLEGE PARK MIDDLE	Co-Teaching	0	20	0	2	0	22
PINE HILLS ELEMENTARY	Co-Teaching	1	0	0	0	0	1
ROCK LAKE ELEMENTARY	Co-Teaching	0	2	0	0	0	2
COLONIAL HIGH	Co-Teaching	0	0	3	1	0	4
OAK RIDGE HIGH	Co-Teaching	0	0	1	0	0	1
LOCKHART MIDDLE	Co-Teaching	1	0	0	0	0	1
MAITLAND MIDDLE	Co-Teaching	0	13	0	0	0	13
CYPRESS PARK ELEMENTARY	Co-Teaching	2	0	0	0	0	2
BROOKSHIRE ELEMENTARY	Co-Teaching	1	0	0	0	0	1
LOVELL ELEMENTARY	Co-Teaching	2	0	0	0	0	2
PERSHING ELEMENTARY	Co-Teaching	1	0	0	0	0	1
UNION PARK MIDDLE	Co-Teaching	0	3	0	0	0	3
DR PHILLIPS HIGH	Co-Teaching	0	0	2	0	0	2
ARBOR RIDGE SCHOOL	Co-Teaching	4	4	0	1	0	9
UNIVERSITY HIGH	Co-Teaching	0	0	5	0	0	5
METROWEST ELEMENTARY	Co-Teaching	10	0	0	2	0	12
SOUTHWEST MIDDLE	Co-Teaching	0	2	0	1	0	3
WATERBRIDGE ELEMENTARY	Co-Teaching	1	0	0	0	0	1
JOHN YOUNG ELEMENTARY	Co-Teaching	3	8	0	1	0	12
WATERFORD ELEMENTARY	Co-Teaching	17	11	0	0	0	28
WESTRIDGE MIDDLE	Co-Teaching	0	3	0	0	0	3
LITTLE RIVER ELEMENTARY	Co-Teaching	1	0	0	0	0	1
WALKER MIDDLE	Co-Teaching	0	4	0	2	0	6
WINEGARD ELEMENTARY	Co-Teaching	1	0	0	0	0	1
DOMMERICH ELEMENTARY	Co-Teaching	2	0	0	0	0	2
LAKE SYBELIA ELEMENTARY	Co-Teaching	0	1	0	1	0	2

APOPKA ELEMENTARY	Co-Teaching	0	3	0	0	0	3
WHEATLEY ELEMENTARY	Co-Teaching	0	4	0	0	0	4
CONWAY MIDDLE	Co-Teaching	0	16	0	0	0	16
WINTER PARK HIGH	Co-Teaching	0	0	8	0	0	8
RIDGEWOOD PARK ELEMENTARY	Co-Teaching	1	0	0	0	0	1
WEST ORANGE HIGH	Co-Teaching	0	0	3	0	0	3
APOPKA SENIOR HIGH	Co-Teaching	0	0	5	0	0	5
DEERWOOD ELEMENTARY	Co-Teaching	2	0	0	0	0	2
CYPRESS CREEK HIGH	Co-Teaching	0	0	2	0	0	2
PIEDMONT LAKES MIDDLE	Co-Teaching	0	1	0	0	0	1
WASHINGTON SHORES ELEMENTARY	Co-Teaching	0	2	0	0	0	2
HUNTERS CREEK MIDDLE	Co-Teaching	0	15	0	1	0	16
CYPRESS SPRINGS ELEMENTARY	Co-Teaching	0	2	0	0	0	2
GOTHA MIDDLE	Co-Teaching	0	7	0	0	0	7
CORNER LAKE MIDDLE	Co-Teaching	0	12	0	0	0	12
MEADOW WOODS MIDDLE	Co-Teaching	0	3	0	0	0	3
LAKE GEM ELEMENTARY	Co-Teaching	1	0	0	0	0	1
CHAIN OF LAKES MIDDLE	Co-Teaching	0	5	0	0	0	5
OAKSHIRE ELEMENTARY	Co-Teaching	1	0	0	0	0	1
NORTHLAKE PARK ELEMENTARY	Co-Teaching	6	1	0	0	0	7
ENDEAVOR ELEMENTARY	Co-Teaching	5	0	0	0	0	5
TIMBER CREEK SENIOR HIGH	Co-Teaching	0	0	19	1	0	20
OLYMPIA HIGH	Co-Teaching	0	0	13	1	0	14
ODYSSEY MIDDLE	Co-Teaching	0	9	0	0	0	9
THREE POINTS ELEMENTARY	Co-Teaching	1	0	0	0	0	1
AVALON ELEMENTARY	Co-Teaching	1	0	0	0	0	1
CAMELOT ELEMENTARY	Co-Teaching	1	0	0	0	0	1
BLANKNER K-8 SCHOOL	Co-Teaching	2	2	0	0	0	4
FREEDOM HIGH	Co-Teaching	0	0	9	0	0	9
OCOEE HIGH SCHOOL	Co-Teaching	0	0	1	0	0	1
FREEDOM MIDDLE SCHOOL	Co-Teaching	0	2	0	0	0	2
LEGACY MIDDLE	Co-Teaching	0	6	0	0	0	6
EAST LAKE ELEMENTARY SCHOOL	Co-Teaching	1	0	0	0	0	1
WHISPERING OAK ELEMENTARY SCHOOL	Co-Teaching	2	0	0	0	0	2
CASTLE CREEK ELEMENTARY	Co-Teaching	1	0	0	0	0	1

VISTA LAKES ELEMENTARY	Co-Teaching	0	1	0	0	0	1
WOLF LAKE MIDDLE	Co-Teaching	0	1	0	0	0	1
AVALON MIDDLE SCHOOL	Co-Teaching	0	5	0	1	0	6
BRIDGEWATER MIDDLE	Co-Teaching	0	5	0	0	0	5
AUDUBON PARK ELEMENTARY RELIEF	Co-Teaching	1	0	0	0	0	1
WEKIVA HIGH	Co-Teaching	0	0	3	0	0	3
CATALINA ELEMENTARY SCHOOL (NEW)	Co-Teaching	0	1	0	0	0	1
WESTBROOKE ELEMENTARY SCHOOL	Co-Teaching	2	0	0	0	0	2
LAKE NONA HIGH	Co-Teaching	0	0	2	0	0	2
EAST RIVER HIGH SCHOOL	Co-Teaching	0	0	7	0	0	7
WETHERBEE ELEMENTARY	Co-Teaching	1	0	0	0	0	1
LAKE NONA MIDDLE	Co-Teaching	0	1	0	0	0	1
SUNRIDGE MIDDLE	Co-Teaching	0	10	0	0	0	10
SUN BLAZE ELEMENTARY	Co-Teaching	5	1	0	0	0	6
TIMBER SPRINGS MIDDLE	Co-Teaching	0	12	0	0	0	12
WINDERMERE HIGH	Co-Teaching	0	0	6	1	0	7
<b>Total Co-Teaching Classrooms:</b>		<b>102</b>	<b>204</b>	<b>116</b>	<b>17</b>	<b>0</b>	<b>439</b>

**Infrastructure Tracking**

**Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).**

- 37-M-W-4-anticipate the need to construct a water line extension from Winter Garden Vineland Road, establish a lift station with force main to Winter Garden Vineland Road and to pay for the extension of three phase power from Winter Garden Vineland Road to the school site.  
- vehicular and pedestrian access to the site is undetermined at this time.
- 25-E-SW-4-storm drainage connection to off-site retention pond
- 20-E-SW-4-- water is anticipated to be adjacent to the north side of the HS site and should also extend south to our ES site.
- 80-H-SW-4-- 12" sewer, 16" water, and 30" reclaim located along Jason Dwellley Parkway. Anticipate the need to extend services to the selected site.
- Engelwood ES/ Jackson MS -Stonewall Jackson roadway realignment
- Pershing/ Pine Castle K-8- offsite roadway
- Hungerford ES-construction of off-site storm water retention pond
- Union Park ES-construction of off-site storm water retention pond
- William Frangus ES- offsite water line

**Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).**

133-K8-E-6 Audubon Park Area K8 (Audubon Park Elementary & Glenridge MS)  
 80-H-SW-4 Dr. Phillips Area High Relief  
 20-E-SW-4 Tangelo Park/ Waterbridge Area Elementary Relief  
 25-E-SW-4 Horizon's West/Lakeside Village elementary Relief  
 37-M-W-4 BRIDGEWATER AREA (BRIDGEWATER MS RELIEF) Middle Relief  
 208-K8-SE-3 Pershing/Pine Castle K8  
 Union Park Elementary Replacement and Renovation  
 Frangus Elementary Replacement

Consistent with Comp Plan? Yes

**Net New Classrooms**

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2016 - 2017 fiscal year.					List the net new classrooms to be added in the 2017 - 2018 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2017 - 2018 should match totals in Section 15A.			
Location	2016 - 2017 # Permanent	2016 - 2017 # Modular	2016 - 2017 # Relocatable	2016 - 2017 Total	2017 - 2018 # Permanent	2017 - 2018 # Modular	2017 - 2018 # Relocatable	2017 - 2018 Total
Elementary (PK-3)	0	0	0	0	102	0	0	102
Middle (4-8)	0	0	0	0	112	0	0	112
High (9-12)	0	0	0	0	117	0	0	117
	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>331</b>	<b>0</b>	<b>0</b>	<b>331</b>

**Relocatable Student Stations**

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	5 Year Average
EAGLE'S NEST ELEMENTARY	162	126	126	126	126	133
BOONE SENIOR HIGH	325	325	325	325	325	325
EDGEWATER HIGH	0	0	0	0	0	0
HOWARD MIDDLE	0	0	0	0	0	0

CHEROKEE SCHOOL	0	0	0	0	0	0
MEMORIAL MIDDLE	0	0	0	0	0	0
FERN CREEK ELEMENTARY	90	0	0	0	0	18
GRAND AVENUE PRIMARY LEARNING CENTER	216	0	0	0	0	43
HILLCREST ELEMENTARY	54	0	0	0	0	11
KALEY ELEMENTARY	306	0	0	0	0	61
LAKE COMO ELEMENTARY	0	0	0	0	0	0
PINELOCH ELEMENTARY	180	180	180	0	0	108
PRINCETON ELEMENTARY	0	0	0	0	0	0
ORLO VISTA ELEMENTARY	54	54	54	54	36	50
APOPKA MIDDLE	110	110	110	110	110	110
WINTER PARK 9TH GRADE CENTER	0	0	0	0	0	0
KILLARNEY ELEMENTARY	216	216	216	216	216	216
OCOEE ELEMENTARY	108	108	108	108	0	86
PINAR ELEMENTARY	0	0	0	0	0	0
LIBERTY MIDDLE	88	88	0	0	0	35
MAGNOLIA EXCEPTIONAL STUDENT EDUCATION CENTER	60	60	60	60	60	60
ORANGE TECHNICAL COLLEGE - ORLANDO CAMPUS	0	0	0	0	0	0
DR PHILLIPS ELEMENTARY	144	144	144	144	144	144
DEERWOOD ELEMENTARY	288	288	0	0	0	115
WILLIAM FRANGUS ELEMENTARY	954	0	0	0	0	191
APOPKA 9TH GRADE CENTER	980	267	267	267	110	378
DISCOVERY MIDDLE	264	264	264	264	264	264
LAKE WHITNEY ELEMENTARY	72	72	72	72	0	58
SUNRISE ELEMENTARY	0	0	0	0	0	0
SOUTHWOOD ELEMENTARY	72	72	72	72	72	72
ROSEMONT ELEMENTARY	72	72	72	72	0	58
CORNER LAKE MIDDLE	110	110	110	110	110	110
MEADOW WOODS MIDDLE	88	88	88	88	0	70
RIVERDALE ELEMENTARY	144	144	144	144	0	115
LAKE GEM ELEMENTARY	342	342	342	0	0	205
PINEWOOD ELEMENTARY	198	198	198	198	198	198
LAKE GEORGE ELEMENTARY	72	72	72	72	72	72
LAKEVILLE ELEMENTARY	306	306	306	306	306	306
CHAIN OF LAKES MIDDLE	462	462	462	462	462	462

LAWTON CHILES ELEMENTARY	126	126	126	126	0	101
OAKSHIRE ELEMENTARY	216	216	216	216	0	173
NORTHLAKE PARK ELEMENTARY	0	0	0	0	0	0
ENDEAVOR ELEMENTARY	144	0	0	0	0	29
CITRUS ELEMENTARY	36	36	36	36	36	36
TIMBER CREEK SENIOR HIGH	800	800	800	800	800	800
OLYMPIA HIGH	0	0	0	0	0	0
ODYSSEY MIDDLE	110	110	110	110	110	110
THREE POINTS ELEMENTARY	72	72	72	72	0	58
THORNEBROOKE ELEMENTARY	126	126	126	126	54	112
BLANKNER K-8 SCHOOL	252	252	252	252	72	216
POSITIVE PATHWAYS TRANSITION CENTER	166	166	166	166	166	166
ACCELERATION EAST	0	0	0	0	0	0
FREEDOM HIGH	850	1,225	1,350	1,475	1,625	1,305
WEST OAKS ELEMENTARY	144	144	144	144	0	115
WEST CREEK ELEMENTARY	198	198	198	198	198	198
ANDOVER ELEMENTARY	234	180	180	180	180	191
OCOEE HIGH SCHOOL	50	300	300	300	300	250
OAK RIDGE HIGH	750	750	750	750	750	750
CHENEY ELEMENTARY	0	0	0	0	0	0
LOCKHART MIDDLE	220	220	220	220	220	220
MAITLAND MIDDLE	132	132	132	132	132	132
CLAY SPRINGS ELEMENTARY	0	0	0	0	0	0
UNIVERSITY HIGH	650	650	650	650	650	650
ROCK SPRINGS ELEMENTARY	72	72	72	72	72	72
METROWEST ELEMENTARY	342	0	0	0	0	68
SOUTHWEST MIDDLE	154	264	264	374	374	286
MEADOW WOODS ELEMENTARY	738	0	0	0	0	148
WATERBRIDGE ELEMENTARY	432	432	432	0	0	259
WINDY RIDGE SCHOOL	0	0	0	0	0	0
BAY MEADOWS ELEMENTARY	0	0	0	0	0	0
JOHN YOUNG ELEMENTARY	18	18	18	18	0	14
WATERFORD ELEMENTARY	54	54	54	54	54	54
JACKSON MIDDLE	0	0	0	0	0	0
ORANGE TECHNICAL COLLEGE - MID-FLORIDA CAMPUS	236	236	236	236	236	236

WESTRIDGE MIDDLE	506	506	506	506	0	405
LITTLE RIVER ELEMENTARY	72	72	72	72	72	72
WALKER MIDDLE	0	0	0	0	0	0
WINEGARD ELEMENTARY	144	144	144	0	0	86
DOMMERICH ELEMENTARY	126	126	126	126	126	126
LAKE SYBELIA ELEMENTARY	72	72	72	72	0	58
WINDERMERE ELEMENTARY	162	162	162	162	0	130
MEADOWBROOK MIDDLE SCHOOL	198	198	198	198	0	158
RIVERSIDE ELEMENTARY	90	90	90	90	0	72
SADLER ELEMENTARY	54	54	54	54	54	54
APOPKA ELEMENTARY	0	0	0	0	0	0
MAXEY ELEMENTARY	252	252	0	0	0	101
SHINGLE CREEK ELEMENTARY	360	360	360	360	0	288
CYPRESS CREEK HIGH	700	700	700	700	700	700
PIEDMONT LAKES MIDDLE	572	572	572	572	572	572
JONES HIGH	0	0	0	0	0	0
ORANGE TECHNICAL COLLEGE - WESTSIDE CAMPUS	1,107	1,107	1,107	1,107	1,107	1,107
ROBERT F HUNGERFORD PREPARATORY HIGH SCHOOL	0	0	0	0	0	0
ECCLESTON ELEMENTARY	54	54	54	54	0	43
ORANGE TECHNICAL COLLEGE - WINTER PARK CAMPUS	761	761	761	761	761	761
WASHINGTON SHORES ELEMENTARY	0	0	0	0	0	0
CARVER MIDDLE	132	0	0	0	0	26
WASHINGTON SHORES PLC	0	0	0	0	0	0
HUNTERS CREEK MIDDLE	198	198	198	198	198	198
HUNTERS CREEK ELEMENTARY	162	162	162	162	162	162
CYPRESS SPRINGS ELEMENTARY	0	0	0	0	0	0
GOTHA MIDDLE	308	308	308	308	308	308
ACCELERATION WEST	1,300	115	115	115	115	352
WEST ORANGE 9TH GRADE CENTER	1,275	594	594	594	0	611
AVALON ELEMENTARY	324	324	324	324	80	275
CAMELOT ELEMENTARY	0	0	0	0	0	0
AVALON CENTER FOR TECHNICAL EXCELLENCE	0	0	0	0	0	0
WESTBROOKE ELEMENTARY SCHOOL	0	36	72	132	132	74
TIMBER LAKES ELEMENTARY	162	162	162	162	162	162
LAKE NONA HIGH	0	250	250	250	250	200

EAST RIVER HIGH SCHOOL	0	0	0	0	0	0
KEENE'S CROSSING ELEMENTARY SCHOOL	396	396	0	0	0	158
FORSYTH WOODS ELEMENTARY	0	0	0	0	0	0
WETHERBEE ELEMENTARY	198	234	270	306	324	266
LAKE NONA MIDDLE	726	374	374	374	374	444
SUNRIDGE ELEMENTARY	0	0	0	0	0	0
SUNRIDGE MIDDLE	484	484	484	484	484	484
SUN BLAZE ELEMENTARY	270	270	270	270	270	270
PRAIRIE LAKE ELEMENTARY SCHOOL	234	234	234	234	234	234
EAGLE CREEK ELEMENTARY	216	216	216	252	414	263
INDEPENDENCE ELEMENTARY	126	126	0	0	0	50
WEDGEFIELD SCHOOL	0	0	0	0	0	0
TIMBER SPRINGS MIDDLE	0	0	0	0	0	0
MILLENNIA GARDENS ELEMENTARY	144	144	144	0	0	86
BAY LAKE ELEMENTARY	144	144	0	0	0	58
WESTPOINTE ELEMENTARY	0	0	0	0	0	0
WINDERMERE HIGH	0	0	0	0	0	0
INNOVATION MIDDLE	0	88	110	132	154	97
LAUREATE PARK ELEMENTARY	0	0	0	0	0	0
OCPS ACADEMIC CENTER FOR EXCELLENCE	0	0	0	0	0	0
OCOEE MIDDLE	264	264	264	264	264	264
LAKEVIEW MIDDLE	154	154	154	154	88	141
TILDENVILLE ELEMENTARY	0	0	0	0	0	0
SILVER STAR CENTER	0	0	0	0	0	0
CYPRESS PARK ELEMENTARY	198	162	162	162	162	169
BROOKSHIRE ELEMENTARY	90	90	90	90	90	90
DOVER SHORES ELEMENTARY	216	0	0	0	0	43
MOLLIE RAY ELEMENTARY	0	0	0	0	0	0
DURRANCE ELEMENTARY	270	0	0	0	0	54
TANGELO PARK ELEMENTARY	18	0	0	0	0	4
LOVELL ELEMENTARY	0	0	0	0	0	0
CHICKASAW ELEMENTARY	72	0	0	0	0	14
SPRING LAKE ELEMENTARY	90	90	90	90	90	90
LANCASTER ELEMENTARY	144	144	144	144	144	144
ROLLING HILLS ELEMENTARY	54	54	54	0	0	32
BONNEVILLE ELEMENTARY	0	0	0	0	0	0



HIAWASSEE ELEMENTARY	36	36	36	36	0	29
MCCOY ELEMENTARY	36	36	36	36	36	36
PERSHING ELEMENTARY	18	0	0	0	0	4
UNION PARK MIDDLE	0	0	0	0	0	0
ROBINSWOOD MIDDLE	572	572	572	572	352	528
DR PHILLIPS HIGH	1,375	1,425	1,475	1,575	1,675	1,505
CLARCONA ELEMENTARY	588	0	0	0	0	118
COLONIAL 9TH GRADE CENTER	0	0	0	0	0	0
PALM LAKE ELEMENTARY	108	108	108	108	0	86
VENTURA ELEMENTARY	0	0	0	0	0	0
ARBOR RIDGE SCHOOL	80	80	80	80	80	80
ORANGE CENTER ELEMENTARY	72	72	72	72	0	58
HUNGERFORD ELEMENTARY	90	0	0	0	0	18
WHEATLEY ELEMENTARY	0	0	0	0	0	0
CONWAY MIDDLE	396	396	396	396	198	356
ALOMA ELEMENTARY	90	90	90	90	90	90
WINTER PARK HIGH	142	142	142	142	102	134
IVEY LANE ELEMENTARY	108	0	0	0	0	22
RIDGEWOOD PARK ELEMENTARY	0	0	0	0	0	0
SHENANDOAH ELEMENTARY	90	90	90	90	90	90
HIDDEN OAKS ELEMENTARY	1,044	0	0	0	0	209
PALMETTO ELEMENTARY	144	144	144	144	0	115
OAK HILL ELEMENTARY	144	0	0	0	0	29
WEST ORANGE HIGH	125	125	125	125	0	100
APOPKA SENIOR HIGH	0	0	0	0	0	0
FREEDOM MIDDLE SCHOOL	176	176	176	176	176	176
LEGACY MIDDLE	0	0	0	0	0	0
SAND LAKE ELEMENTARY	0	0	0	0	0	0
EAST LAKE ELEMENTARY SCHOOL	90	90	90	90	0	72
WHISPERING OAK ELEMENTARY SCHOOL	342	378	414	468	522	425
VISTA LAKES ELEMENTARY	126	126	126	126	126	126
WYNDHAM LAKES ELEMENTARY	288	288	288	288	288	288
WOLF LAKE MIDDLE	330	330	330	330	330	330
MILLENNIA ELEMENTARY	378	378	378	0	0	227
AVALON MIDDLE SCHOOL	638	0	0	0	0	128
SUNSET PARK ELEMENTARY	234	234	234	234	234	234

MOSS PARK ELEMENTARY SCHOOL	288	288	288	288	288	288
BRIDGEWATER MIDDLE	1,078	1,078	1,078	400	400	807
AUDUBON PARK ELEMENTARY RELIEF	468	264	264	264	264	305
WEKIVA HIGH	0	0	0	0	0	0
COLUMBIA ELEMENTARY SCHOOL	0	0	0	0	0	0
CATALINA ELEMENTARY SCHOOL (NEW)	0	0	0	0	0	0
WOLF LAKE ELEMENTARY	522	522	522	522	0	418
STONE LAKES ELEMENTARY	162	162	162	162	0	130
CASTLE CREEK ELEMENTARY	162	162	162	162	162	162
SOUTH CREEK MIDDLE	0	0	0	0	0	0
PINE CASTLE ELEMENTARY	270	270	270	270	270	270
LOCKHART ELEMENTARY	0	0	0	0	0	0
UNION PARK ELEMENTARY	0	0	0	0	0	0
ZELLWOOD ELEMENTARY	36	36	36	36	0	29
DILLARD STREET ELEMENTARY	288	288	288	288	0	230
LAKE SILVER ELEMENTARY	0	36	72	144	180	86
AUDUBON PARK ELEMENTARY (OLD)	0	0	0	0	0	0
DREAM LAKE ELEMENTARY	0	0	0	0	0	0
CONWAY ELEMENTARY	108	108	108	108	108	108
LAKEMONT ELEMENTARY	0	0	0	0	0	0
GLENRIDGE MIDDLE	286	110	110	110	110	145
COLLEGE PARK MIDDLE	440	528	528	528	528	510
GATEWAY SCHOOL	240	84	84	84	0	98
AZALEA PARK ELEMENTARY	0	0	0	0	0	0
PINE HILLS ELEMENTARY	54	0	0	0	0	11
ROCK LAKE ELEMENTARY	116	80	80	80	80	87
LAKE WESTON ELEMENTARY	0	0	0	0	0	0
COLONIAL HIGH	416	0	0	0	0	83
EVANS HIGH	291	291	291	291	291	291
ENGELWOOD ELEMENTARY	534	0	0	0	0	107

<b>Totals for ORANGE COUNTY SCHOOL DISTRICT</b>						
Total students in relocatables by year.	<b>41,077</b>	<b>31,617</b>	<b>30,664</b>	<b>28,927</b>	<b>23,511</b>	<b>31,159</b>
Total number of COFTE students projected by year.	<b>184,368</b>	<b>187,943</b>	<b>190,838</b>	<b>194,058</b>	<b>196,594</b>	<b>190,760</b>
Percent in relocatables by year.	<b>22 %</b>	<b>17 %</b>	<b>16 %</b>	<b>15 %</b>	<b>12 %</b>	<b>16 %</b>

**Leased Facilities Tracking**

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2017 - 2018	FISH Student Stations	Owner	# of Leased Classrooms 2021 - 2022	FISH Student Stations
BOONE SENIOR HIGH	13	325	Private Owner	13	325
GRAND AVENUE PRIMARY LEARNING CENTER	2	36	Private Owner	0	0
KALEY ELEMENTARY	17	306	Private Owner	0	0
LAKE COMO ELEMENTARY	0	0	Private Owner	0	0
PINELOCH ELEMENTARY	10	180	Private Owner	0	0
ORLO VISTA ELEMENTARY	2	36	Private Owner	1	18
KILLARNEY ELEMENTARY	12	216	Private Owner	0	0
OCOEE MIDDLE	12	264	Private Owner	12	264
MOLLIE RAY ELEMENTARY	0	0	Private Owner	0	0
DURRANCE ELEMENTARY	4	72	Private Owner	0	0
HIAWASSEE ELEMENTARY	2	36	Private Owner	0	0
PERSHING ELEMENTARY	1	18	Private Owner	0	0
ROBINSWOOD MIDDLE	26	572	Private Owner	16	352
CLARCONA ELEMENTARY	28	516	Private Owner	0	0
VENTURA ELEMENTARY	0	0	Private Owner	0	0
CONWAY MIDDLE	18	396	Private Owner	9	198
ALOMA ELEMENTARY	5	90	Private Owner	5	90
WINTER PARK HIGH	4	100	Private owner	4	100
HIDDEN OAKS ELEMENTARY	24	432	Private Owner	0	0
OAK HILL ELEMENTARY	8	144	Private Owner	0	0
DR PHILLIPS ELEMENTARY	4	72	Private Owner	4	72
WILLIAM FRANGUS ELEMENTARY	8	144	Private owner	0	0
APOPKA 9TH GRADE CENTER	11	254	Private Owner	0	0
SOUTHWOOD ELEMENTARY	4	72	Private Owner	4	72
ROSEMONT ELEMENTARY	4	72	Private Owner	0	0
MEADOW WOODS MIDDLE	4	88	Private Owner	0	0
LAKE GEM ELEMENTARY	7	126	Private Owner	0	0
PINEWOOD ELEMENTARY	7	126	Private Owner	7	126
LAKEVILLE ELEMENTARY	17	306	Private Owner	17	306
CHAIN OF LAKES MIDDLE	17	374	Private Owner	17	374
LAWTON CHILES ELEMENTARY	7	126	Private Owner	0	0

CITRUS ELEMENTARY	2	36	Private Owner	2	36
SUNSET PARK ELEMENTARY	13	234	Private Owner	13	286
WINDERMERE ELEMENTARY	9	162	Private Owner	0	0
COLUMBIA ELEMENTARY SCHOOL	0	0	Private owner	0	0
HILLCREST ELEMENTARY	3	54	Private Owner	0	0
AUDUBON PARK ELEMENTARY RELIEF	14	252	Private Owner	0	0
ANDOVER ELEMENTARY	13	234	Private Owner	13	234
STONE LAKES ELEMENTARY	9	162	Private Owner	9	162
APOPKA MIDDLE	5	110	Private owner	0	0
LAKEVIEW MIDDLE	7	154	Private Owner	4	88
EVANS HIGH	12	291	Private Owner	0	0
CYPRESS PARK ELEMENTARY	11	198	Private Owner	9	162
TANGELO PARK ELEMENTARY	0	0	Private Owner	0	0
LANCASTER ELEMENTARY	8	144	Private Owner	8	144
DR PHILLIPS HIGH	7	175	Private Owner	13	475
WESTRIDGE MIDDLE	23	506	Private owner	0	0
MEADOWBROOK MIDDLE SCHOOL	9	198	Private Owner	9	198
LAKE NONA MIDDLE	33	726	Private Owner	17	374
CASTLE CREEK ELEMENTARY	9	162	Private Owner	9	162
TIMBER LAKES ELEMENTARY	9	162	Private Owner	9	162
KEENE'S CROSSING ELEMENTARY SCHOOL	22	396	Private Owner	22	396
WETHERBEE ELEMENTARY	11	198	Private Owner	21	118
PRAIRIE LAKE ELEMENTARY SCHOOL	13	234	Private Owner	0	0
EAGLE CREEK ELEMENTARY	12	216	Private Owner	23	414
EDGEWATER HIGH	0	0		0	0
HOWARD MIDDLE	0	0		0	0
CHEROKEE SCHOOL	0	0		0	0
FERN CREEK ELEMENTARY	0	0		0	0
PRINCETON ELEMENTARY	0	0		0	0
WINTER PARK 9TH GRADE CENTER	0	0		0	0
TILDENVILLE ELEMENTARY	0	0		0	0
PINE CASTLE ELEMENTARY	11	198	Private Owner	11	198
LOCKHART ELEMENTARY	0	0		0	0
UNION PARK ELEMENTARY	0	0		0	0
ZELLWOOD ELEMENTARY	2	36	Private Owner	0	0
LAKE SILVER ELEMENTARY	0	0	Private Owner	10	180

SHENANDOAH ELEMENTARY	0	0		0	0
PALMETTO ELEMENTARY	0	0		0	0
WEST ORANGE HIGH	5	125	Private Owner	5	125
OCOEE ELEMENTARY	6	108	Private Owner	6	108
PINAR ELEMENTARY	0	0		0	0
LIBERTY MIDDLE	0	0		0	0
MAGNOLIA EXCEPTIONAL STUDENT EDUCATION CENTER	0	0		0	0
ORANGE TECHNICAL COLLEGE - ORLANDO CAMPUS	0	0		0	0
SHINGLE CREEK ELEMENTARY	20	360	Private Owner	0	0
JONES HIGH	0	0		0	0
ORANGE TECHNICAL COLLEGE - WESTSIDE CAMPUS	0	0		0	0
ROBERT F HUNGERFORD PREPARATORY HIGH SCHOOL	0	0		0	0
ORANGE TECHNICAL COLLEGE - WINTER PARK CAMPUS	0	0		0	0
WASHINGTON SHORES ELEMENTARY	0	0		0	0
WASHINGTON SHORES PLC	0	0		0	0
HUNTERS CREEK MIDDLE	9	198	Private Owner	9	198
CYPRESS SPRINGS ELEMENTARY	0	0		0	0
GOTHA MIDDLE	0	0		0	0
WEST ORANGE 9TH GRADE CENTER	0	0		0	0
DISCOVERY MIDDLE	0	0		0	0
LAKE WHITNEY ELEMENTARY	0	0		0	0
SUNRISE ELEMENTARY	0	0		0	0
LAKE GEORGE ELEMENTARY	4	72	Private Owner	4	72
OAKSHIRE ELEMENTARY	0	0		0	0
NORTHLAKE PARK ELEMENTARY	0	0		0	0
ODYSSEY MIDDLE	0	0		0	0
THREE POINTS ELEMENTARY	0	0	Private Owner	0	0
CAMELOT ELEMENTARY	0	0		0	0
POSITIVE PATHWAYS TRANSITION CENTER	0	0		0	0
ACCELERATION EAST	0	0		0	0
EAGLE'S NEST ELEMENTARY	0	0		0	0
OCOEE HIGH SCHOOL	0	0	Private Owner	10	250
LEGACY MIDDLE	0	0		0	0
SAND LAKE ELEMENTARY	0	0		0	0

MOSS PARK ELEMENTARY SCHOOL	0	0		0	0
WEKIVA HIGH	0	0		0	0
CATALINA ELEMENTARY SCHOOL (NEW)	0	0		0	0
INNOVATION MIDDLE	0	0	Private Owner	7	154
AVALON CENTER FOR TECHNICAL EXCELLENCE	0	0		0	0
WESTBROOKE ELEMENTARY SCHOOL	0	0		0	0
LAKE NONA HIGH	0	0	Private Owner	40	999
EAST RIVER HIGH SCHOOL	0	0		0	0
FORSYTH WOODS ELEMENTARY	0	0		0	0
SUNRIDGE ELEMENTARY	0	0		0	0
SUNRIDGE MIDDLE	0	0		0	0
SUN BLAZE ELEMENTARY	15	270	Private Owner	15	270
INDEPENDENCE ELEMENTARY	7	126	Private Owner	7	126
WEDGEFIELD SCHOOL	0	0		0	0
TIMBER SPRINGS MIDDLE	0	0		0	0
SILVER STAR CENTER	0	0		0	0
DREAM LAKE ELEMENTARY	0	0		0	0
CLAY SPRINGS ELEMENTARY	0	0		0	0
ACCELERATION WEST	0	0		0	0
CORNER LAKE MIDDLE	0	0		0	0
RIVERDALE ELEMENTARY	0	0		0	0
MILLENNIA GARDENS ELEMENTARY	8	144	Private Owner	0	0
BAY LAKE ELEMENTARY	8	144	Private Owner	0	0
WESTPOINTE ELEMENTARY	0	0		0	0
WINDERMERE HIGH	0	0		0	0
INNOVATION MIDDLE	0	0		0	0
LAUREATE PARK ELEMENTARY	0	0		0	0
OCPS ACADEMIC CENTER FOR EXCELLENCE	0	0		0	0
TIMBER CREEK SENIOR HIGH	14	350	Private Owner	5	125
THORNEBROOKE ELEMENTARY	7	126	Private Owner	3	54
BLANKNER K-8 SCHOOL	11	198	Private Owner	1	18
FREEDOM HIGH	14	350	Private Owner	45	1,125
WEST OAKS ELEMENTARY	8	144	Private Owner	0	0
WEST CREEK ELEMENTARY	7	126	Private Owner	7	126
FREEDOM MIDDLE SCHOOL	8	176	Private Owner	8	176
EAST LAKE ELEMENTARY SCHOOL	5	90	Private Owner	0	0

WHISPERING OAK ELEMENTARY SCHOOL	19	342	Private Owner	29	522
VISTA LAKES ELEMENTARY	7	126	Private Owner	7	126
WYNDHAM LAKES ELEMENTARY	16	288	Private Owner	16	288
WOLF LAKE MIDDLE	15	330	Private Owner	15	330
MILLENNIA ELEMENTARY	21	378	Private Owner	0	0
WOLF LAKE ELEMENTARY	29	522	Private Owner	29	522
DILLARD STREET ELEMENTARY	16	288	Private Owner	0	0
CONWAY ELEMENTARY	6	108	Private Owner	0	0
GLENRIDGE MIDDLE	13	286	Private Owner	6	132
COLLEGE PARK MIDDLE	20	440	Private Owner	28	528
PINE HILLS ELEMENTARY	3	54	Private Owner	0	0
ENGELWOOD ELEMENTARY	27	498	Private Owner	0	0
OAK RIDGE HIGH	30	750	Private Owner	27	675
LOCKHART MIDDLE	10	220	Private Owner	10	220
MAITLAND MIDDLE	6	132	Private Owner	6	132
UNIVERSITY HIGH	26	650	Private Owner	26	650
SOUTHWEST MIDDLE	7	154	Private Owner	22	374
WATERBRIDGE ELEMENTARY	12	216	Private Owner	0	0
LAKE SYBELIA ELEMENTARY	4	72	Private Owner	0	0
CYPRESS CREEK HIGH	12	300	Private Owner	12	300
PIEDMONT LAKES MIDDLE	26	572	Private Owner	26	572
ECCLESTON ELEMENTARY	3	54	Private Owner	3	54
CARVER MIDDLE	0	0	Private Owner	0	0
HUNTERS CREEK ELEMENTARY	9	162	Private Owner	9	162
AVALON ELEMENTARY	5	90	Private Owner	0	0
AVALON MIDDLE SCHOOL	29	638	Private Owner	0	0
BRIDGEWATER MIDDLE	49	1,078	Private Owner	0	0
AUDUBON PARK ELEMENTARY (OLD)	0	0		0	0
GATEWAY SCHOOL	0	0		0	0
AZALEA PARK ELEMENTARY	0	0		0	0
ROCK LAKE ELEMENTARY	0	0		0	0
LAKE WESTON ELEMENTARY	0	0		0	0
COLONIAL HIGH	0	0		0	0
CHENEY ELEMENTARY	0	0		0	0
BROOKSHIRE ELEMENTARY	0	0		0	0
DOVER SHORES ELEMENTARY	0	0		0	0

LOVELL ELEMENTARY	0	0		0	0
CHICKASAW ELEMENTARY	0	0		0	0
SPRING LAKE ELEMENTARY	5	90	Private Owner	5	90
ROLLING HILLS ELEMENTARY	1	18	Private Owner	0	0
BONNEVILLE ELEMENTARY	0	0		0	0
MCCOY ELEMENTARY	2	36	Private Owner	2	36
UNION PARK MIDDLE	0	0		0	0
COLONIAL 9TH GRADE CENTER	0	0		0	0
PALM LAKE ELEMENTARY	6	108		0	0
ARBOR RIDGE SCHOOL	2	44	Private Owner	2	44
ROCK SPRINGS ELEMENTARY	0	0		0	0
METROWEST ELEMENTARY	0	0		0	0
MEADOW WOODS ELEMENTARY	16	288	Private Owner	0	0
WINDY RIDGE SCHOOL	0	0		0	0
BAY MEADOWS ELEMENTARY	0	0		0	0
JOHN YOUNG ELEMENTARY	1	18	Private Owner	1	18
WATERFORD ELEMENTARY	3	54	Private Owner	3	54
JACKSON MIDDLE	0	0		0	0
ORANGE TECHNICAL COLLEGE - MID-FLORIDA CAMPUS	0	0		0	0
LITTLE RIVER ELEMENTARY	0	0		0	0
WALKER MIDDLE	0	0		0	0
WINEGARD ELEMENTARY	2	36	Private Owner	0	0
DOMMERICH ELEMENTARY	0	0		0	0
RIVERSIDE ELEMENTARY	0	0		0	0
SADLER ELEMENTARY	3	54	Private Owner	3	54
MAXEY ELEMENTARY	0	0		0	0
ORANGE CENTER ELEMENTARY	4	72		0	0
HUNGERFORD ELEMENTARY	0	0		0	0
WHEATLEY ELEMENTARY	0	0		0	0
IVEY LANE ELEMENTARY	0	0		0	0
RIDGEWOOD PARK ELEMENTARY	0	0		0	0
	<b>1,166</b>	<b>23,410</b>		<b>770</b>	<b>15,895</b>

**Failed Standard Relocatable Tracking**

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.



Nothing reported for this section.

## Planning

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### Class Size Reduction Planning

**Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.**

The Orange County School Board utilizes grade level organization at all new middle and high schools, at existing middle, combination and high schools where facilities support the concept and where existing middle, combination and high schools are being comprehensively updated. Multi-track scheduling is not being used in Orange County Public Schools. Block scheduling has been used but is being phased out.

### School Closure Planning

**Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.**

As new and replacement schools are built, existing schools will be master planned to determine the highest and best use of the buildings.

## Long Range Planning

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### Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Project	2021 - 2022 / 2026 - 2027 Projected Cost
Safety to Life	\$21,061,230
Painting	\$25,000,000
Portable Moves & Installations	\$40,000,000
Systems Security Project	\$9,056,785
Capital Renewal Program	\$277,300,000
Capital Renewal Reserve	\$275,168,220
Districtwide Construction	\$43,083,205
School Bus Purchases	\$95,081,024
Environmental Problems	\$288,939
Technology Portfolio	\$28,150,587
Digital Curriculum	\$174,060,096
Site Improvements	\$609,572

Site Acquisition	\$50,000,000
Functional Equity	\$77,000,000
Contingency Reserve	\$117,330,985
	<b>\$1,233,190,643</b>

**Ten-Year Capacity**

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Project	Location,Community,Quadrant or other general location	2021 - 2022 / 2026 - 2027 Projected Cost
43-E-SE-2	lake Nona North Area	\$24,100,250
85-E-W-4	Horizon West/Bridgewater Village	\$24,100,000
65-M-W-4	HORIZON'S WEST/VILLAGE "H"	\$38,500,000
72-E-W-7	Crowbn Point/Westin Bay	\$24,100,000
50-H-SE-2	Starwood Area	\$129,029,291
134-K8-N-7	SR 429/SR 451 Corridor	\$53,740,350
97-E-SE-2	Weewahootee Area	\$21,500,000
102-E-W-7	JOHN'S LAKE AREA	\$21,150,000
		<b>\$336,219,891</b>

**Ten-Year Planned Utilization**

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2016 - 2017 FISH Capacity	Actual 2016 - 2017 COFTE	Actual 2016 - 2017 Utilization	Actual 2017 - 2018 / 2026 - 2027 new Student Capacity to be added/removed	Projected 2026 - 2027 COFTE	Projected 2026 - 2027 Utilization
Elementary - District Totals	112,119	112,119	83,389.76	74.38 %	4,185	110,415	94.94 %
Middle - District Totals	63,193	56,854	45,990.80	80.89 %	2,430	49,196	82.98 %
High - District Totals	62,463	59,329	50,572.68	85.24 %	2,776	66,124	106.47 %
Other - ESE, etc	21,710	10,139	1,262.49	12.45 %	0	20,368	200.89 %
	<b>259,485</b>	<b>238,441</b>	<b>181,215.73</b>	<b>76.00 %</b>	<b>9,391</b>	<b>246,103</b>	<b>99.30 %</b>

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

Combination Schools are K-8

**Ten-Year Infrastructure Planning**

**Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).**

- 83-E-SE-2 (Vista Lakes ES, Sun Blaze ES Relief)
- 65-M-W-4 (Bridgewater MS & 37-M-W-4 relief)
  
- 30-E-SE-3 (Wyndham Lakes ES, Oakshire ES, & Wetherbee ES Relief)
- 80-H-SW-4 (Dr. Phillips Area)
- 102-E-W-7 (Johns Lake Area)
- 97-E-SE3 (Weewahootee Area)
- 85-E-W-4 (Horizon West/Bridgewater Village)
- 72-E-W-7 (Crown pointe/Westin Bay)
- 43-E-SE-2 (Lake Nona North Area)
- 134-K8-N-7 (SR 429/SR 451 Corridor)

**Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).**

Nothing reported for this section.

**Twenty-Year Maintenance**

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

**Twenty-Year Capacity**

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Project	Location,Community,Quadrant or other general location	2026 - 2027 / 2036 - 2037 Projected Cost
134-K8-N-7	SR 429/SR451 Corridor	\$57,000,000
50-H-SE-2	Starwood Area HS	\$137,000,000
34-M-N-7	Clarcona/Ingram Rd Area MS	\$57,000,000

56-M-SE-2	Sunbridge Area MS	\$57,000,000
100-E-SE-2	East of Moss Park/Camino Reale ES	\$25,500,000
8-M-SE-2	Middle iat West Orange 9th GC	\$57,000,000
48-M-SW-4	Dr. Phillips Area MS	\$57,000,000
119-H-SE-3	Meadow woods East Area	\$137,000,000
64-E-SE-2	Alafaya/Waterford Lakes Area ES	\$25,500,000
		<b>\$610,000,000</b>

**Twenty-Year Planned Utilization**

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2016 - 2017 FISH Capacity	Actual 2016 - 2017 COFTE	Actual 2016 - 2017 Utilization	Actual 2017 - 2018 / 2036 - 2037 new Student Capacity to be added/removed	Projected 2036 - 2037 COFTE	Projected 2036 - 2037 Utilization
Elementary - District Totals	112,119	112,119	83,389.76	74.38 %	5,859	119,663	101.43 %
Middle - District Totals	63,193	56,854	45,990.80	80.89 %	7,290	55,253	86.14 %
High - District Totals	62,463	59,329	50,572.68	85.24 %	11,104	72,839	103.42 %
Other - ESE, etc	21,710	10,139	1,262.49	12.45 %	0	1,523	15.02 %
	<b>259,485</b>	<b>238,441</b>	<b>181,215.73</b>	<b>76.00 %</b>	<b>24,253</b>	<b>249,278</b>	<b>94.89 %</b>

**Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.**

No comments to report.

**Twenty-Year Infrastructure Planning**

**Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).**

Nothing reported for this section.

**Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).**

Nothing reported for this section.

**ORANGE COUNTY PUBLIC SCHOOLS**  
**Student Enrollment**

8-Feb-18

MSID	Learning Communities	School	Type	Historical Enrollment										Permanent Program Capacity (DEC 2017)	Projections										
				2008-09	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
<b>Elementary Schools</b>																									
1401	E	Aloma	ES	487	512	505	464	486	515	526	547	542	553	547	572	608	628	654	689	704	719	727	742	751	778
0321	SE	Andover	ES	560	559	606	645	707	764	787	801	821	843	646	898	925	988	1,050	1,077	1,124	1,142	1,157	1,168	1,186	1,194
1282	N	Apopka	ES	593	680	668	713	709	736	684	782	811	780	770	746	752	733	708	695	728	767	785	820	867	909
0531	E	Audubon Park @ Baldwin P	ES	854	988	1,087	1,161	1,181	1,192	1,184	1,209	1,191	1,253	688	903	876	854	829	822	808	798	809	819	837	858
0222	E	Avalon	ES	792	814	835	882	932	942	937	952	934	934	601	894	844	798	768	744	728	712	730	750	776	807
0611	E	Azalea Park	ES	969	921	920	625	658	610	605	578	594	584	599	606	536	518	523	533	547	564	578	590	602	613
1392	SW	Bay Lake	ES									827	1,032	791	1,194	1,371	1,383	1,377	1,398	1,403	1,408	1,425	1,423	1,429	1,450
1071	SW	Bay Meadows	ES	536	524	566	582	547	581	578	599	586	654	801	608	662	676	646	670	644	659	685	715	750	784
0871	E	Bonneville	ES	581	553	539	527	520	534	569	603	607	617	842	625	597	573	562	553	555	552	553	555	566	578
0751	E	Brookshire	ES	492	499	486	528	514	615	634	622	607	560	593	535	525	546	608	645	693	726	739	725	717	719
0217	E	Camelot	ES	691	681	630	591	586	626	616	624	610	698	672	697	743	756	786	785	784	783	790	783	774	776
1612	E	Castle Creek	ES	735	766	801	795	799	834	853	904	942	833	768	803	751	722	716	717	722	739	774	792	803	811
0701	SW	Catalina	ES	614	586	583	617	652	663	638	712	724	702	754	751	733	708	667	645	642	656	678	697	715	734
0711	E	Cheney	ES	562	522	503	570	579	505	509	545	524	497	683	514	486	486	480	482	509	534	556	577	591	599
0831	E	Chickasaw	ES	792	767	807	799	773	740	757	731	654	633	822	636	609	594	592	596	590	590	592	592	605	615
0216	W	Citrus	ES	826	811	767	769	716	669	653	602	591	571	683	559	523	511	500	505	517	530	551	567	570	575
0991	N	Clay Springs	ES	827	828	811	771	778	760	745	765	732	727	786	699	647	596	592	596	615	630	640	653	672	693
1451	E	Columbia	ES	1,019	1,084	1,076	1,097	1,119	1,142	1,077	1,040	596	573	780	555	547	558	571	602	613	622	637	653	684	717
0551	SE	Conway	ES	572	572	585	638	603	578	594	534	599	563	572	572	576	590	598	620	649	683	682	685	689	692
0741	SE	Cypress Park	ES	429	381	385	277	271	254	270	270	299	318	650	412	386	372	389	412	440	467	501	521	526	531
0156	E	Cypress Springs	ES	793	759	750	739	732	736	760	792	781	753	786	755	740	723	768	810	833	843	843	856	840	830
1601	E	Deerwood	ES	577	548	516	501	497	485	443	456	467	508	650	510	496	492	482	470	476	488	515	539	567	601
0511	W	Dillard St	ES	756	786	743	775	762	765	741	722	682	620	562	548	517	500	493	497	505	520	538	551	563	576
1181	E	Dommerich	ES	652	629	627	612	614	584	602	605	625	622	488	626	618	624	636	649	655	663	668	670	679	685
0781	SW	Dover Shores	ES	588	585	583	653	596	643	612	569	500	380	650	387	337	329	334	339	347	358	366	372	384	392
1591	SW	Dr Phillips	ES	615	646	669	678	628	596	644	653	686	706	581	713	711	743	769	806	819	829	833	830	839	847
0541	N	Dream Lake	ES	802	812	770	811	843	823	822	784	840	847	460	845	824	812	780	771	752	740	733	735	748	762
0801	SE	Durrance	ES	465	454	411	433	422	432	409	358	399	359	343											
1921	SE	Eagle Creek	ES								946	1,135	904	786	1,002	1,126	1,219	1,360	1,334	1,279	1,275	1,275	1,302	1,315	1,319
0236	SW	Eagles Nest	ES	651	647	591	634	666	685	700	764	760	719	658	698	684	704	738	776	820	851	863	877	886	903
0259	E	East Lake	ES	692	698	689	656	642	677	736	753	700	630	682	601	567	562	572	590	613	638	685	737	803	876
5841	SW	Eccleston	ES	482	482	492	441	479	686	727	689	586	574	635	554	532	536	522	541	538	553	567	579	588	598
0214	SW	Endeavor	ES	771	760	752	750	765	661	654	679	730	756	649	675	658	619	585	556	540	547	559	573	582	591
0681	E	Engelwood	ES	580	586	561	559	569	517	595	583	556	571	791	575	533	538	582	611	631	638	649	649	657	660
0181	N	Fern Creek (Gifted)	ES	364	328	306	335	362	353	326	285	264			220	242	266	289	310	330	330	331	331	331	331
1971	E	Forsyth Woods	ES				701	646	680	744	739	707	608	815	629	601	589	571	568	580	579	586	596	605	613
1611	W	Frangus	ES	647	651	633	638	639	607	619	637	593	502	750	519	497	520	535	552	571	587	605	611	619	630
0191	SW	Grand Ave	ES		225	224	247	271	284	278	227	184													
0881	W	Hiawassee	ES	759	724	736	745	744	781	782	786	695	664	676	641	609	577	584	582	613	632	653	670	679	694
1461	SE	Hidden Oaks	ES	688	612	555	520	508	490	484	407	434	401	540	421	354	340	341	341	354	360	363	376	387	400
0201	SW	Hillcrest	ES	388	403	461	452	473	462	462	432	417	390	500	400	412	442	470	493	508	523	522	522	522	522
1351	N	Hungerford	ES	201	244	248	285	286	299	284	285	267	281	500	288	286	295	294	294	297	301	309	317	326	338
1191	SW	Hunter's Creek	ES	679	742	756	800	825	852	859	888	870	863	683	849	841	834	833	843	881	905	925	935	944	941
1482	W	Independence	ES								786	788	1,034	786	1,357	1,510	1,674	1,732	1,753	1,816	1,792	1,791	1,805	1,818	1,819
1421	W	Ivey Lane	ES	356	352	290	338	345	385	366	337	304	390	593	374	345	331	330	335	347	362	379	392	404	419
1081	SW	John Young	ES	866	818	777	744	714	720	715	738	729	787	747	828	787	772	754	729	718	707	712	715	726	739
0211	SW	Kaley (& Lake Como)	ES	261	262	256	236	229	233	218	219	458	364	242											

MSID	Learning Communities	School	Type	Historical Enrollment										Permanent Program Capacity (DEC 2017)	Projections										
				2008-09	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
1791	W	Keene's Crossing	ES		590	701	766	825	1,000	1,197	893	1,002	1,260	812	1,465	1,647	1,822	2,028	2,277	2,513	2,748	3,016	3,275	3,526	3,780
0311	N	Killarney	ES	447	434	484	438	455	441	446	419	476	458	395	460	416	438	456	467	479	498	506	511	528	547
221x	SW	Lake Como	ES	257	267	253	258	256	270	256	237			317											
0241	N	Lake Gem	ES	835	865	917	869	922	907	900	832	806	714	568	713	678	650	650	648	660	668	681	699	717	737
0301	SE	Lake George	ES	511	552	568	588	606	600	627	614	631	628	679	624	625	619	646	654	679	700	703	704	691	689
0521	N	Lake Silver	ES	485	525	620	656	644	672	689	683	701	636	659	602	597	569	567	574	591	606	616	621	629	634
1221	N	Lake Sybelia	ES	568	553	592	618	630	582	599	619	574	540	589	541	503	502	524	564	607	650	691	722	741	762
0651	N	Lake Weston	ES	580	530	566	545	602	576	537	579	550	553	707	543	573	592	600	601	617	632	642	657	680	702
1571	W	Lake Whitney	ES	626	628	626	620	619	551	598	557	545	532	566	538	538	537	517	528	542	531	510	494	494	493
0561	E	Lakemont	ES	699	684	735	770	715	677	658	640	641	611	707	550	522	491	497	498	509	513	520	523	531	541
0141	N	Lakeville	ES	883	897	881	879	899	879	897	848	800	724	536	697	662	669	708	735	766	781	785	775	764	751
0851	SE	Lancaster	ES	763	755	760	804	838	854	887	901	859	802	795	805	744	731	751	751	771	785	805	809	808	810
0331	SE	Laureate Park	ES										645	791	814	976	1,125	1,128	1,145	1,195	1,376	1,591	1,752	1,910	1,934
0213	E	Lawton Chiles	ES	730	726	709	741	716	697	692	649	664	663	585	674	684	692	707	720	712	709	701	703	703	719
1141	E	Little River	ES	919	853	744	431	438	465	483	452	423	392	444	412	372	359	364	366	377	394	413	430	449	471
0421	N	Lockhart	ES	497	513	497	484	495	472	479	451	495	442	594	429	404	384	377	380	395	399	408	423	433	444
0821	N	Lovell	ES	730	730	668	682	717	698	709	734	729	766	768	786	789	803	808	828	836	842	853	867	898	927
1321	W	Maxey	ES	316	305	270	292	288	282	282	297	286	278	650	414	415	403	407	411	427	433	433	438	451	463
0891	SE	McCoy	ES	793	684	691	642	691	764	789	696	692	604	711	602	594	588	618	640	658	679	694	705	715	725
1041	SE	Meadow Woods	ES	865	834	834	577	604	578	520	510	525	694	791	674	688	688	714	713	747	774	804	841	864	891
1021	W	MetroWest	ES	1,279	1,307	1,420	1,513	1,484	1,473	1,515	1,583	1,588	678	791	651	618	621	627	636	633	633	643	661	687	713
1553	SW	Millennia	ES	725	771	808	876	952	985	1,017	1,102	911	944	732	1,003	997	1,021	1,017	1,032	1,089	1,175	1,251	1,296	1,321	1,348
1492	SW	Millennia Gardens	ES									848	929	791	1,011	1,044	1,098	1,131	1,194	1,234	1,257	1,262	1,257	1,259	1,263
0791	W	Mollie Ray	ES	523	530	515	633	606	526	483	514	423	476	605	525	508	498	475	457	456	455	461	466	477	487
1582	SE	Moss Park	ES	892	916	966	1,042	1,133	1,283	1,316	812	843	898	796	1,000	1,049	1,105	1,231	1,297	1,394	1,496	1,602	1,711	1,833	1,960
0771	SE	NorthLake Park	ES	846	931	1,016	1,070	1,181	949	1,063	857	887	948	830	949	931	941	948	963	959	951	997	1,042	1,086	1,127
1501	W	Oak Hill	ES	503	495	490	489	507	507	485	495	505	503	599	510	525	525	562	604	620	629	626	638	639	640
0212	SE	Oakshire	ES	742	760	731	728	629	606	619	695	698	763	671	794	777	750	696	670	662	669	694	724	748	769
1531	W	Ocoee	ES	756	802	849	821	830	823	802	811	731	705	725	756	757	756	777	814	864	896	931	974	994	1,020
1331	W	Orange Center	ES	380	353	303	285	219	220	182	252	369	347	412	386	372	368	379	387	401	413	422	428	436	446
0271	W	Orlo Vista	ES	613	551	545	529	594	566	610	645	600	563	682	553	543	527	529	532	538	545	539	540	546	553
0961	SW	Palm Lake	ES	579	586	557	602	592	643	627	571	588	661	651	679	674	695	720	717	724	736	750	774	776	795
1491	SW	Palmetto	ES	1,118	1,078	1,123	1,031	1,080	1,127	1,147	1,229	956	948	1,022	953	887	869	875	881	883	885	895	910	926	942
0901	SE	Pershing	ES	378	357	364	383	378	363	337	303	318		421											
1541	SE	Pinar	ES	575	548	506	491	506	461	464	442	398	396	500	405	397	413	431	451	460	478	487	486	494	510
0411	SE	Pine Castle (& Pershing)	ES	384	350	219	278	277	329	327	335	322	482	371	471										
0621	W	Pine Hills	ES	780	707	692	738	727	658	673	672	698	640	786	639	619	600	601	624	666	692	712	730	746	761
0231	SW	Pineloch	ES	677	691	681	728	751	812	859	893	886	871	770	909	935	978	1,081	1,185	1,281	1,350	1,369	1,385	1,388	1,365
0401	N	Pinewood	ES	717	618	636	682	629	637	610	587	582	575	571	581	584	593	582	555	545	551	549	545	547	547
0941	N	Prairie Lake	ES	888	926	963	953	944	1,054	1,083	1,014	896	836	809	845	844	866	884	898	935	977	1,003	1,029	1,081	1,136
0251	N	Princeton	ES	461	468	437	437	439	493	488	486	471	477	498	428	434	431	439	454	468	488	509	535	566	601
1431	N	Ridgewood Park	ES	757	743	761	740	778	733	762	743	737	671	811	635	595	561	557	574	601	632	651	671	681	699
0261	E	Riverdale	ES	621	624	622	655	672	692	672	642	612	623	554	668	685	709	702	710	725	734	745	757	775	783
1251	N	Riverside	ES	642	621	600	639	598	641	634	648	643	586	791	579	541	498	492	489	497	502	510	520	526	533
0641	W	Rock Lake	ES	287	259	275	267	286	271	288	258	237	379	582	437	441	454	432	408	404	404	412	428	443	460
1011	N	Rock Springs	ES	761	744	761	744	753	718	829	824	831	829	803	816	745	711	708	705	712	729	743	747	747	743
0861	N	Rolling Hills	ES	704	589	607	597	548	672	689	667	542	501	721	510	549	566	612	653	691	718	722	730	732	731
1271	N	Rosemont	ES	856	846	853	893	858	870	883	884	818	747	813	749	734	727	696	701	721	745	760	754	758	750
1261	SW	Sadler	ES	708	738	732	722	767	766	805	803	800	805	761	826	856	861	868	896	915	943	942	954	956	958
1731	SW	Sand Lake	ES	490	491	490	501	434	446	559	591	659	718	768	783	809	822	817	820	838	881	941	1,012	1,086	1,164
1441	SE	Shenandoah	ES	598	630	529	574	554	577	569	602	590	571	665	800	674	691	687	687	703	710	728	741	769	795
1621	SW	Shingle Creek	ES	964	1,050	1,078	1,120	1,115	1,153	1,167	1,133	835	839	752	954	932	945	986	1,043	1,082	1,108	1,124	1,133	1,148	1,161

MSID	Learning Communities	School	Type	Historical Enrollment										Permanent Program Capacity (DEC 2017)	Projections												
				2008-09	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		
1341	SE	Southwood	ES	795	784	753	704	682	593	578	533	557	527	571	531	520	526	555	556	576	590	602	615	629	638		
0841	N	Spring Lake	ES	514	569	530	537	525	543	617	650	613	582	572	584	547	531	543	553	586	601	630	655	676	703		
1771	E	Stone Lakes	ES	727	712	731	757	784	853	870	972	861	855	752	830	792	765	746	753	734	726	735	742	744	745		
1831	SE	Sun Blaze	ES						665	752	896	1,044	1,125	786	1,218	1,281	1,290	1,308	1,307	1,327	1,339	1,350	1,353	1,357	1,368		
1821	W	SunRidge	ES					720	727	720	727	724	722	796	732	718	707	714	766	797	838	881	933	985	1,038		
1371	E	Sunrise	ES	560	540	544	535	472	472	483	475	538	527	551	530	525	542	535	535	545	555	570	559	571	581		
1776	SW	Sunset Park	ES	1,199	743	833	923	1,051	1,223	1,244	1,204	831	881	753	900	892	869	859	845	816	806	807	808	802	802		
0811	SW	Tangelo Park	ES	353	394	381	354	343	384	428	427	571	616	606	731	772	806	842	845	874	913	967	1,034	1,107	1,185		
0235	W	Thornebrooke	ES	741	738	753	739	718	750	741	757	749	769	636	784	789	796	801	800	794	796	809	805	805	804		
0215	SE	Three Points	ES	662	670	695	705	690	680	721	617	532	510	654	519	499	499	494	480	480	478	478	478	483	487		
0361	W	Tildenville	ES	595	539	524	509	537	534	541	567	582	548	682	537	584	609	635	643	654	664	664	666	674	678		
1991	E	Timber Lakes	ES	585	593	683	751	768	855	898	897	935	940	792	945	954	973	1,006	1,004	988	968	956	964	980	1,000		
0431	E	Union Park	ES	690	649	622	643	584	540	488	454	481	509	650	506	489	489	483	475	473	484	493	510	533	555		
0971	SE	Ventura	ES	714	679	768	808	742	768	787	697	660	721	786	758	808	814	785	770	773	794	832	866	897	927		
1752	SE	Vista Lakes	ES	911	962	984	999	1,055	807	833	836	786	757	731	781	782	769	758	768	800	853	917	1,020	1,148	1,289		
5861	W	Washington Shores	ES	529	534	516	518	496	540	566	633	604	605	644	602	595	586	599	610	629	645	655	666	678	691		
1051	SW	Waterbridge	ES	913	939	934	1,024	1,071	1,078	1,137	1,174	1,246	1,352	814	1,444	1,436	1,451	1,464	1,460	1,466	1,469	1,467	1,474	1,472	1,483		
1091	E	Waterford	ES	763	754	733	727	723	645	700	722	756	721	721	718	687	661	661	650	655	650	657	663	672	687		
0232	SW	West Creek	ES	734	744	740	703	704	667	712	762	845	873	658	909	904	909	908	890	880	910	934	966	988	1,009		
0253	W	West Oaks	ES	738	593	568	602	620	627	640	660	603	579	552	561	591	632	669	707	743	750	764	764	760	768		
1562	W	Westbrooke	ES	566	591	617	631	639	703	612	670	732	728	785	712	705	697	695	671	679	681	664	673	695	716		
1201	W	Westpointe	ES										751	791	870	832	876	884	909	914	922	921	917	919	928		
1941	SE	Wetherbee	ES				657	714	777	853	929	972	994	758	1,098	1,147	1,188	1,197	1,210	1,238	1,266	1,316	1,364	1,410	1,445		
1361	N	Wheatley	ES	411	400	381	339	289	323	387	448	440	448	445	473	485	502	533	552	569	578	578	587	594	603		
0322	W	Whispering Oak	ES	1,313	1,363	1,396	1,436	785	754	811	862	937	986	659	1,068	1,085	1,113	1,183	1,226	1,259	1,264	1,296	1,346	1,381	1,417		
1231	W	Windermere	ES	788	899	840	869	809	787	753	711	751	729	726	709	699	707	698	710	732	745	763	783	790	801		
1171	SE	Winegard	ES	720	687	653	685	630	706	751	802	749	668	722	682	735	757	777	792	811	818	818	812	820	834		
1751	N	Wolf Lake	ES	963	993	1,068	1,093	1,107	1,181	1,203	1,180	1,211	1,185	744	1,189	1,136	1,091	1,068	1,083	1,084	1,104	1,156	1,211	1,255	1,299		
1741	SE	Wyndham Lakes	ES	1,014	1,043	1,089	823	857	813	856	918	970	955	768	1,020	1,041	1,070	1,145	1,216	1,296	1,369	1,395	1,416	1,446	1,484		
0461	N	Zellwood	ES	581	548	526	569	592	567	615	627	662	605	569	607	600	619	631	642	680	716	747	775	809	850		
<b>K-8 Schools</b>																											
1851	N	133-K8-N-6 (Audubon)	K8											1,200	748	791	821	830	858	887	928	980	1,026	1,067	1,115		
0221	SW	205-K8-SW-6 (Lake Como)	K8											1,200	744	730	709	722	733	771	819	879	942	999	1,051		
9999	SE	208-K8-SE-3 (Pershing)	K8											1,200		802	794	777	803	818	836	831	849	860	854		
0981	E	Arbor Ridge	K8	754	735	715	741	757	745	764	759	764	779	776	801	795	795	791	787	793	798	809	820	836	852		
0631	SW	Blankner	K8	960	997	1,004	1,012	997	975	1,072	1,079	1,065	1,029	891	995	947	937	923	923	909	936	970	1,014	1,065	1,097		
1014	SW	OCPS ACE	PS8										1,065	1,228	1,221	1,299	1,366	1,397	1,398	1,413	1,424	1,399	1,351	1,324	1,316		
1861	E	Wedgfield	K8									841	912	1,054	914	957	966	969	968	974	984	982	972	975	978		
1061	W	Windy Ridge	K8	1,162	1,145	1,126	1,141	1,160	1,112	1,147	1,129	1,200	1,241	1,229	1,276	1,311	1,305	1,351	1,328	1,351	1,329	1,317	1,316	1,311	1,310		

MSID	Learning Communities	School	Type	Historical Enrollment										Permanent Program Capacity (DEC 2017)	Projections										
				2008-09	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
<b>Middle Schools</b>																									
0282	N	Apopka	MS	991	1,036	948	1,058	1,071	1,062	1,104	1,095	1,044	1,082	1,076	1,086	1,180	1,163	1,145	1,097	1,083	1,060	1,073	1,071	1,063	1,021
1763	E	Avalon	MS	1,430	1,412	1,486	1,557	1,613	1,644	1,809	1,869	1,844	1,015	970	1,020	1,071	1,097	1,077	1,038	1,007	986	938	891	855	906
1762	W	Bridgewater	MS	1,264	1,327	1,403	1,452	1,095	1,142	1,374	1,559	1,826	2,256	1,040	2,764	3,060	3,095	3,078	3,039	3,202	3,432	3,861	4,092	4,402	4,479
5871	W	Carver	MS	836	804	799	732	774	696	720	716	653	792	1,231	848	887	868	871	814	770	732	725	741	765	794
1291	SW	Chain of Lakes	MS	1,260	1,223	1,311	1,373	1,397	1,319	1,285	1,317	1,324	1,308	996	1,284	1,306	1,306	1,298	1,325	1,320	1,335	1,314	1,334	1,350	1,370
0581	N	College Park	MS	928	898	964	922	986	964	1,035	946	1,011	1,028	783	1,074	1,067	1,096	1,109	1,101	1,056	1,029	1,035	1,067	1,080	1,078
1391	SE	Conway	MS	1,227	1,195	1,137	1,103	1,058	1,030	1,001	1,002	991	995	926	1,106	976	946	948	926	897	871	900	987	1,046	1,061
1281	E	Corner Lake	MS	1,406	1,344	1,268	1,282	1,209	1,259	1,222	1,276	999	992	1,156	958	985	953	944	912	908	965	1,038	1,133	1,211	1,284
1121	E	Discovery	MS	996	941	962	891	860	955	907	886	934	946	975	908	862	854	858	899	905	926	884	890	863	868
0245	SW	Freedom	MS	1,106	1,043	1,019	1,131	1,070	1,037	1,040	1,037	1,041	1,177	1,066	1,241	1,332	1,319	1,301	1,270	1,232	1,249	1,299	1,399	1,394	1,443
0571	E	Glenridge	MS	1,201	1,254	1,431	1,385	1,354	1,377	1,414	1,448	1,510	1,586	1,211	1,385	1,473	1,456	1,505	1,448	1,431	1,408	1,378	1,331	1,311	1,350
1681	W	Gotha	MS	1,275	1,202	1,190	1,213	1,337	1,252	1,273	1,266	1,309	1,229	1,093	1,217	1,241	1,229	1,237	1,213	1,239	1,264	1,293	1,297	1,265	1,253
0131	SW	Howard	MS	616	601	609	651	917	970	1,068	1,028	1,092	1,036	1,075	1,014	943	770	770	770	770	770	770	770	770	770
0381	SW	Hunter's Creek	MS	1,050	1,077	1,110	1,128	1,135	1,081	1,061	1,205	1,298	1,354	969	1,323	1,404	1,521	1,605	1,676	1,668	1,578	1,412	1,333	1,344	1,388
1871	SE	Innovation	MS										1,014	1,201	1,152	1,277	1,357	1,443	1,637	1,805	2,013	2,001	2,028	2,038	2,171
1111	SE	Jackson	MS	1,202	1,250	1,209	1,343	1,357	1,356	1,303	1,127	976	977	1,402	1,050	1,175	1,158	1,129	1,070	1,035	1,030	1,014	1,027	1,025	1,044
1931	SE	Lake Nona	MS		947	1,066	1,190	1,272	1,431	1,571	1,802	2,063	1,339	1,235	1,456	1,648	1,895	1,928	1,891	1,862	1,925	1,986	2,010	2,088	2,192
0352	W	Lakeview	MS	1,293	1,359	1,314	1,380	910	969	1,033	1,033	997	944	1,069	900	874	901	936	908	860	848	891	963	1,039	1,108
0242	E	Legacy	MS	963	914	886	902	840	893	975	932	893	902	1,089	906	897	876	837	836	874	964	1,038	1,044	1,071	1,073
1551	SE	Liberty	MS	1,132	1,142	1,170	1,105	1,064	1,034	1,024	1,035	1,152	1,115	1,487	1,136	1,126	1,117	1,130	1,136	1,137	1,135	1,133	1,163	1,182	1,196
0721	N	Lockhart	MS	911	805	805	799	768	811	813	778	805	851	753	855	897	863	855	855	815	799	789	808	822	827
0731	E	Maitland	MS	884	930	976	1,046	977	917	908	931	926	887	932	792	794	802	813	773	710	699	680	688	683	683
1381	SE	Meadow Woods	MS	1,324	1,171	1,154	1,137	1,179	1,070	1,037	967	960	983	1,150	985	1,053	1,087	1,093	1,101	1,084	1,092	1,050	1,026	1,015	1,030
1241	N	Meadowbrook	MS	1,160	1,044	1,024	1,063	1,049	1,071	937	1,062	1,015	1,064	1,178	1,020	1,005	1,014	1,072	1,039	939	877	866	911	954	985
0151	SW	Memorial	MS	779	779	699	663	764	821	840	812	823	768	1,191	785	920	950	999	1,010	999	994	1,014	1,071	1,117	1,158
0342	W	Ocoee	MS	1,689	1,640	1,624	1,561	1,451	1,387	1,372	1,409	1,449	1,427	1,305	1,376	1,431	1,396	1,408	1,313	1,265	1,257	1,264	1,331	1,386	1,475
1682	SE	Odyssey	MS	1,658	864	878	898	955	939	912	871	933	892	1,074	857	878	881	916	896	881	876	896	915	914	892
1671	N	Piedmont Lakes	MS	1,210	1,146	1,148	1,142	1,189	1,216	1,143	1,144	1,120	1,100	1,028	1,108	1,095	1,116	1,052	1,023	971	996	1,029	1,068	1,081	1,093
0921	W	Robinswood	MS	1,160	1,089	1,205	1,251	1,301	1,278	1,234	1,375	1,264	1,200	947	1,122	1,127	1,098	1,142	1,126	1,094	1,056	1,042	1,077	1,097	1,100
1703	SE	South Creek	MS	938	908	978	1,047	1,006	951	949	1,005	998	1,101	1,077	1,171	1,290	1,348	1,419	1,462	1,499	1,544	1,568	1,638	1,759	1,914
1031	SW	Southwest	MS	1,280	1,282	1,306	1,227	1,231	1,190	1,245	1,341	1,381	1,412	1,163	1,438	1,611	1,669	1,838	1,855	1,910	1,871	1,904	1,970	2,083	2,177
1911	W	SunRidge	MS					1,105	1,224	1,260	1,257	1,309	1,356	1,216	1,360	1,385	1,392	1,448	1,494	1,525	1,572	1,615	1,603	1,548	1,479
1852	N	Timber Springs	MS										903	1,227	949	1,039	1,056	1,093	1,121	1,150	1,197	1,154	1,132	1,083	1,072
0911	E	Union Park	MS	1,158	1,055	1,038	963	931	914	874	825	792	778	1,318	751	785	777	762	722	687	676	672	686	685	680
1151	SE	Walker	MS	1,116	1,030	928	912	956	987	1,013	996	1,031	1,016	1,163	997	857	806	823	809	794	819	830	885	905	926
1133	SW	Westridge	MS	1,041	984	1,044	1,062	1,164	1,231	1,264	1,185	1,219	1,237	1,007	1,291	1,194	1,243	1,290	1,242	1,209	1,231	1,314	1,371	1,412	1,441
1702	N	Wolf Lake	MS	1,034	1,062	1,117	1,139	1,153	1,162	1,128	1,223	1,309	1,387	1,091	1,343	1,393	1,378	1,433	1,472	1,456	1,473	1,446	1,507	1,554	1,603



MSID	Learning Communities	School	Type	Historical Enrollment										Permanent Program Capacity (DEC 2017)	Projections												
				2008-09	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		
<b>High Schools</b>																											
1521	N	Apopka	HS	2,714	2,663	2,652	2,877	2,947	3,009	3,176	3,163	3,295	3,352	3,231	3,421	3,443	3,626	3,711	3,826	3,965	3,915	4,006	3,935	3,898	3,939		
0111	SW	Boone	HS	3,111	3,044	2,869	2,922	2,934	2,899	2,765	2,844	2,811	2,791	2,799	2,800	2,808	2,909	3,022	3,106	3,193	3,155	3,160	3,064	3,012	3,031		
0661	SE	Colonial	HS	3,831	3,494	3,469	3,284	3,439	3,364	3,347	3,580	3,496	3,411	3,743	3,375	3,343	3,334	3,311	3,421	3,526	3,549	3,595	3,521	3,499	3,507		
1651	SE	Cypress Creek	HS	3,425	3,242	3,187	3,173	3,170	3,058	3,145	3,167	3,315	3,355	2,766	3,422	3,405	3,479	3,627	3,795	3,959	3,993	4,057	4,119	4,105	3,927		
0931	SW	Dr. Phillips	HS	3,593	3,648	3,659	3,646	3,651	3,510	3,498	3,593	3,698	3,806	2,799	3,967	4,021	4,140	4,182	4,409	4,457	4,386	4,596	4,508	4,444	4,594		
0121	N	Edgewater	HS	1,959	1,877	1,796	1,727	1,714	1,663	1,781	1,934	2,035	2,039	2,318	2,059	1,958	1,939	2,003	2,100	2,186	2,203	2,264	2,282	2,321	2,371		
1801	E	East River	HS		1,567	2,002	1,906	1,865	1,836	1,956	2,098	2,031	2,028	3,002	2,020	2,000	2,077	2,168	2,235	2,317	2,360	2,414	2,441	2,413	2,417		
0671	N	Evans	HS	2,086	1,954	1,923	2,128	2,367	2,577	2,363	2,574	2,509	2,466	2,289	2,388	2,310	2,340	2,313	2,417	2,536	2,678	2,646	2,473	2,370	2,355		
1662	SW	Freedom	HS	2,817	2,792	2,928	3,099	3,124	3,232	3,280	3,438	3,642	3,874	2,606	4,112	4,147	4,301	4,376	4,438	4,600	4,623	4,540	4,511	4,410	4,364		
5711	SW	Jones	HS	1,050	1,076	1,031	926	838	771	1,086	1,202	1,323	1,578	1,578	1,598	1,575	1,672	1,671	1,781	1,813	1,860	1,941	1,923	1,895	1,883		
1951	SE	Lake Nona	HS		711	1,277	1,781	1,880	2,023	2,271	2,532	2,744	3,046	2,807	3,358	3,549	3,784	3,894	3,949	3,996	3,943	3,943	3,951	4,195	4,691		
0691	SE	Oak Ridge	HS	2,195	1,987	1,905	1,753	2,010	2,370	2,649	2,963	2,955	2,905	2,242	2,784	2,702	2,819	2,841	2,971	3,068	3,107	3,210	3,258	3,361	3,448		
0252	W	Ocoee	HS	2,692	2,470	2,377	2,398	2,355	2,379	2,241	2,355	2,484	2,541	2,770	2,545	2,494	2,552	2,658	2,869	2,941	2,850	2,784	2,711	2,750	2,857		
1632	W	Olympia	HS	3,058	3,016	3,014	2,968	2,898	2,962	2,999	3,200	3,331	3,365	3,263	3,330	3,238	3,273	3,278	3,306	3,368	3,366	3,428	3,546	3,697	3,860		
1631	E	Timber Creek	HS	4,348	3,226	3,029	3,012	3,019	3,030	3,136	3,273	3,341	3,497	2,592	3,562	3,688	3,708	3,693	3,880	4,028	4,077	4,048	3,992	4,022	3,951		
1001	E	University	HS	3,479	2,834	2,790	2,780	2,993	3,048	3,120	3,165	2,983	2,932	2,590	2,948	2,921	2,915	2,993	3,092	3,192	3,227	3,320	3,357	3,425	3,518		
1542	N	Wekiva	HS	2,396	2,386	2,468	2,213	2,158	2,264	2,349	2,351	2,274	2,171	2,707	2,160	2,148	2,186	2,236	2,274	2,345	2,407	2,453	2,422	2,388	2,340		
1511	W	West Orange	HS	2,837	3,092	3,320	3,362	3,472	3,757	3,836	4,161	4,340	2,864	2,994	2,405	2,382	2,448	2,510	2,555	2,676	2,725	2,751	2,757	2,737	2,763		
1908	W	Windermere	HS										2,186	2,753	3,252	3,459	3,765	4,028	4,236	4,443	4,517	4,685	4,907	5,050	5,168		
1411	E	Winter Park	HS	3,196	3,162	3,258	3,389	3,203	3,150	3,073	3,146	3,329	3,422	3,628	3,416	3,570	3,713	3,735	3,759	3,907	3,933	3,968	3,861	3,800	3,879		
<b>TOTAL</b>				<b>167,969</b>	<b>166,680</b>	<b>167,987</b>	<b>170,650</b>	<b>172,611</b>	<b>174,651</b>	<b>178,106</b>	<b>182,516</b>	<b>185,208</b>	<b>188,886</b>	<b>190,116</b>	<b>194,139</b>	<b>195,957</b>	<b>198,856</b>	<b>202,370</b>	<b>205,837</b>	<b>209,953</b>	<b>213,171</b>	<b>217,125</b>	<b>220,406</b>	<b>224,194</b>	<b>228,934</b>		
		Special Schools		6,716	8,702	11,053	11,641	13,071	14,696	16,169	17,301	18,240	18,369		19,348	19,828	20,144	20,460	20,639	20,739	20,837	20,883	20,883	20,883	20,883		
<b>GRAND TOTAL</b>				<b>174,685</b>	<b>175,382</b>	<b>179,040</b>	<b>182,291</b>	<b>185,682</b>	<b>189,347</b>	<b>194,275</b>	<b>199,817</b>	<b>203,448</b>	<b>207,255</b>		<b>213,487</b>	<b>215,785</b>	<b>219,000</b>	<b>222,830</b>	<b>226,476</b>	<b>230,692</b>	<b>234,008</b>	<b>238,008</b>	<b>241,289</b>	<b>245,077</b>	<b>249,817</b>		
		Elementary		80,671	80,816	80,931	82,690	83,186	84,226	86,001	87,115	87,780	88,275		91,060	90,774	91,555	93,112	94,685	96,949	99,249	102,505	104,057	106,550	109,070		
		Middle		38,383	37,623	38,102	38,616	39,388	39,523	40,034	40,662	41,492	42,986		44,157	46,022	46,321	47,007	46,733	46,488	47,048	46,811	48,810	49,852	51,001		
		High		48,915	48,241	48,954	49,344	50,037	50,902	52,071	54,739	55,936	57,623		58,922	59,161	60,980	62,250	64,419	66,516	66,874	67,809	67,539	67,792	68,863		
		Special Schools		6,716	8,702	11,053	11,641	13,071	14,696	16,169	17,301	18,240	18,369		19,348	19,828	20,144	20,460	20,639	20,739	20,837	20,883	20,883	20,883	20,883		
<b>TOTAL</b>				<b>174,685</b>	<b>175,382</b>	<b>179,040</b>	<b>182,291</b>	<b>185,682</b>	<b>189,347</b>	<b>194,275</b>	<b>199,817</b>	<b>203,448</b>	<b>207,253</b>		<b>213,487</b>	<b>215,785</b>	<b>219,000</b>	<b>222,830</b>	<b>226,476</b>	<b>230,692</b>	<b>234,008</b>	<b>238,008</b>	<b>241,289</b>	<b>245,077</b>	<b>249,817</b>		

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**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").

**RECITALS**

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 Rezonings 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 Rezonings 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 Rezonings; 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 Service<sup>1</sup>) – (Enrollment<sup>2</sup>+ Reserved Capacity)

Where:

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

<sup>2</sup>Enrollment = 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 Blanker 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 Rezonings 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:

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

<sup>2</sup>Adopted 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.

<sup>3</sup>Enrollment = 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), 163.31777(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:

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

When:

<sup>1</sup> 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.

<sup>2</sup>Total 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:

<sup>1</sup>Total 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.



**"SCHOOL BOARD"**

Signed, sealed and delivered in the presence of:

Margarta Rivera  
Print name: Margarta Rivera

Angela Belle  
Print name: Angela Belle

**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

Margarta Rivera  
Print name: Margarta Rivera

Angela Belle  
Print name: Angela Belle

Attest: Ronald Blocker

Ronald Blocker, its Secretary and Superintendent

{Corporate Seal}

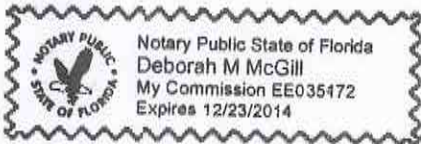
Approved as to form and legality by Eileen D. Fernández, the Office of the General Counsel for the School Board of Orange County, Florida, this 11<sup>th</sup> day of March, 2011

Date: March 11, 2011

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this 11<sup>th</sup> 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.

Deborah M. McGill



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