



***Wellington Comprehensive Plan
Public School Facilities Element***

PUBLIC SCHOOL FACILITIES ELEMENT GOALS, OBJECTIVES & POLICIES

GOAL 1.0 PUBLIC SCHOOL CONCURRENCY

It is a GOAL of the Village of Wellington to provide for future availability of public school facilities consistent with the adopted level of service standard. This goal shall be accomplished recognizing the constitutional obligation of the school district to provide a uniform system of free public schools on a countywide basis.

Objective 1.1 Level of Service

To ensure that the capacity of schools is sufficient to support student growth at the adopted level of service standard for each year of the five-year planning period and through the long term planning period.

Policy 1.1.1 The LOS standard is the school's utilization which is defined as the enrollment as a percentage of school student capacity based upon the Florida Inventory of School Houses (FISH). The level of service (LOS) standard shall be established for all schools of each type within the School District as 110 percent utilization, measured as the average for all schools of each type within each Concurrency Service Area. No individual school shall be allowed to operate in excess of 110% utilization, unless the school is the subject of a School Capacity Study (SCS) undertaken by the School District, working with the Technical Advisory Group (TAG) which determines that the school can operate in excess of 110% utilization. The SCS shall be required if a school in the first student count of the second semester reaches 108% or higher capacity. As a result of an SCS, an individual school may operate at up to 120% utilization.

Policy 1.1.2 If, as a result of a School Capacity Study (SCS), a determination is made that a school will exceed 120% utilization or cannot operate in excess of 110% utilization, then the School District shall correct the failure of that school to be operating within the adopted LOS through 1) program adjustments 2) attendance boundary adjustments or 3) modifications to the Capital Facilities Program to add additional capacity. If, as a result of the SCS a determination is made that the school will exceed 110% and can operate within adopted guidelines, the identified school may operate at up to 120% utilization. If as a result of one or more School Capacity Studies that demonstrate that the schools of a particular type can operate at a higher standard than the 110% utilization standard of the CSA, the Comprehensive Plan will be amended to reflect the new LOS for that school type in that CSA.

Policy 1.1.3 The School Capacity Study (SCS) shall determine if the growth rate within an area, causing the enrollment to exceed 110 percent of capacity, is temporary or reflects an ongoing trend affecting the LOS for the 5-year planning period. The study shall include data, which shows the extent of the exceedance attributable to both existing and new development. Notification shall be provided to the local government

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within whose jurisdiction the study takes place. At a minimum, the study shall consider: Demographics in the school's Concurrency Service Area (CSA);

- (1) Student population trends.
- (2) Real estate trends (e.g. development and redevelopment).
- (3) Teacher/student ratios.
- (4) Core facility capacity.

Policy 1.1.4 The adopted LOS standard became applicable to the entire County at the beginning of the 2004-05 school year, by which time the School District achieved the countywide adopted level of service for all schools of each school type.

Policy 1.1.5 Concurrency Service Areas (CSA) shall be established on a less than district-wide basis, as depicted on Map PSF 1 and described in the Concurrency Service Area Boundary Descriptions in the Implementation Section of this element.

- (1) The criteria for Concurrency Service Areas shall be:

Palm Beach County is divided into twenty-one CSAs. Each CSA boundary shall be delineated considering the following criteria and shall be consistent with provisions in the Interlocal Agreement:

- a. School locations, student transporting times, and future land uses in the area.
- b. Section lines, major traffic-ways, natural barriers and county boundaries.

- (2) Each CSA shall demonstrate that:

- a. Adopted level of service standards will be achieved and maintained for each year of the five-year planning period; and
- b. Utilization of school capacity is maximized to the greatest extent possible, taking into account transportation costs, court approved desegregation plans and other relevant factors.

- (3) Consistent with s.163.3180(13)(c)2., F.S., changes to the CSA boundaries shall be made only by amendment to the PSFE and shall be exempt from the limitation on the frequency of plan amendments, any proposed change to CSA boundaries shall require a demonstration by the School District that the requirements of 2(a) and (b), above, are met.

Policy 1.1.6 Wellington shall consider as committed and existing the public school capacity which is projected to be in place or under construction in the first three years of the School District's most recently adopted Five Year Plan, as reflected in the Five-Year Capital Improvement Schedule of the Capital Improvement Element of the Village of Wellington's Comprehensive Plan, when analyzing the availability of school capacity and making level of service compliance determinations.

Policy 1.1.7 Wellington shall amend the Five-Year Capital Improvement Schedule of the Capital Improvement Element when committed facility capacity is eliminated, deferred or delayed, to ensure consistency with the School District Five-Year Plan.

Policy 1.1.8 For purposes of urban infill, the impact of a home on an existing single-family lot of record shall not be subject to school concurrency.

Policy 1.1.9 Wellington shall suspend or terminate its application of school concurrency upon the occurrence and for the duration of the following conditions:

(1) School concurrency shall be suspended in all CSAs upon the occurrence and for the duration of the following conditions:

- a. The occurrence of an "Act of God"; or
- b. The School Board does not adopt an update to its Capital Facilities Plan by September 15 of each year; or
- c. The School District's adopted update to its Capital Facilities Program Plan does not add enough FISH capacity to meet projected growth in demand for permanent student stations at the adopted level of service standard for each CSA and ensures that no school of any type exceeds the maximum utilization standard in any CSA; or
- d. The School District Capital Facilities Plan is determined to be financially infeasible as determined by the State Department of Education, or as defined by the issuance of a Notice of Intent to Find an Amendment to a Capital Improvement Element not in compliance as not being financially feasible, by the Department of Community Affairs; or by a court action or final administrative action; or
- e. If concurrency is suspended in one-third or more of the CSAs pursuant to Policy 1.1-i.2 below.

(2) School concurrency shall be suspended within a particular CSA upon the occurrence and for the duration for the following conditions:

- a. Where an individual school in a particular CSA is twelve or more months behind the schedule set forth in the School District Capital Facilities Plan,

concurrency will be suspended within that CSA and the adjacent CSAs for that type of school; or

- b. The School District does not maximize utilization of school capacity by allowing a particular CSA or an individual school to exceed the adopted Level of Service (LOS) standard; or
 - c. Where the School Board materially amends the first 3 years of the Capital Facilities Plan and that amendment causes the Level of Service to be exceeded for that type of school within a CSA, concurrency will be suspended within that CSA and the adjacent CSAs only for that type of school.
- (3) Once suspended, for any of the above reasons, concurrency shall be reinstated once the Technical Advisory Group (TAG) determines the condition that caused the suspension has been remedied or the Level of Service for that year for the affected CSAs has been achieved.
- (4) If a Program Evaluation Report recommends that concurrency be suspended because the program is not working as planned, concurrency may be suspended upon the concurrence of 33% of the PARTIES signatories of the “Palm Beach County Interlocal Agreement with Municipalities of Palm Beach County and the School District of Palm Beach County to establish Public School Concurrency”.
- (5) Upon termination of the Interlocal Agreement the Village of Wellington shall initiate a Comprehensive Plan Amendment to terminate school concurrency.

OBJECTIVE 1.2 Facilities Requirements

To allow for Palm Beach County School District to provide for mitigation alternatives which are financially feasible and will achieve and maintain the adopted level of service standard in each year of the five-year planning period.

Policy 1.2.1 Mitigation shall be allowed for those development proposals that cannot meet adopted level of service standard. Mitigation options shall include options listed below for which the School District assumes the operational responsibility and which will maintain the adopted level of service standards for each year of the five-year planning period.

- (1) Donation of buildings for use as a primary or alternative learning facility; and/or
- (2) Renovation of existing buildings for use as public school facilities; or
- (3) Construction of permanent student stations or core capacity.

The site plan for buildings being renovated pursuant to number 2 above, that are fifty years of age or older, shall demonstrate that there are no adverse impacts on sites listed in the National Register of Historic Places or otherwise designated in accordance with appropriate State guidelines as locally significant historic or archaeological resources.

Policy 1.2.2 Level of service (LOS) standards shall be met within the CSA for which a development is proposed, or by using capacity from adjacent CSAs; otherwise mitigation measures shall be required for development order approval.

Objective 1.3 Five-Year Capital Improvement Schedule

To ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standard.

Policy 1.3.1 Wellington in coordination with the School District and other local governments, shall annually amend the Capital Improvement Element (School District of Palm Beach County Five-Year Capital Improvement Schedule), to maintain consistency with the School Board's adopted Five Year Plan and to maintain a financially feasible capital improvements program and ensure that level of service standards will continue to be achieved and maintained in each year of the five year planning period.

GOAL 2.0 SCHOOL FACILITY SITING AND DEVELOPMENT COORDINATION

It is the goal of the Village of Wellington to maintain and enhance joint planning processes and procedures for coordination of public education facilities for planning and decision-making regarding population projections, public school siting, and the development of public education facilities concurrent with residential development and other services.

Objective 2.1 School Facility Siting

Wellington, School District and other local governments in Palm Beach County shall continue to participate in the Countywide Issues Forum and the Intergovernmental Plan Amendment Review Committee (IPARC) to coordinate countywide issues for schools and related facilities.

Policy 2.1.1 Wellington shall coordinate and provide for expedited review of development proposals with the School District during the development review process to ensure integration of public school facilities with surrounding land uses and the compatibility of uses with schools.

Policy 2.1.2 Wellington shall encourage the location of schools proximate to urban residential areas by:

- (1) Assisting the School District in identifying funding and/or construction

opportunities (including developer participation or Village of Wellington capital budget expenditures) for sidewalks, traffic signalization, access, water, sewer, drainage and other infrastructure improvements;

- (2) Providing for the review for all school sites as indicated in Policy 2.1-a .1 above; and,
- (3) Allowing schools as permittable uses within all residential land use categories subject to appropriate locational criteria and site development conditions as contained in the Land Development Regulations (LDR).

Policy 2.1.3 Wellington shall coordinate with the School District for the collocation of public facilities, such as parks, libraries, and community centers with schools, to the extent possible, as sites for these public facilities and schools are chosen and development plans prepared.

Objective 2.2 Intergovernmental Coordination

Wellington shall maintain a cooperative relationship with the School District and municipalities, through IPARC, for sharing of planning data and for coordination of land use planning with development of public school facilities which are proximate to existing or proposed residential areas they will serve and which serve as community focal points.

Policy 2.2.1 Wellington shall provide the School District with annual information needed to maintain school concurrency, including information required for the School District to establish:

- (1) School siting criteria.
- (2) Level of service update and maintenance.
- (3) Joint approval of the public school capital facilities program.
- (4) Concurrency service area criteria and standards.
- (5) School utilization.

Policy 2.2.2 Wellington shall provide the School District with its Comprehensive Plan, along with the five-year Land Use and population projections, to facilitate development of school enrollment projections and shall annually update this information. The Village of Wellington shall coordinate its Comprehensive Plan and the Future Land Use Map with the School District's long-range facilities maps (Maps PS 3.2/Projected Additional Facility Demand SY2010/11–SY2014/15 and PS 3.2/Projected Additional Facility Demand SY2012/13–SY2016/17), to ensure consistency and compatibility with the provisions of this Element.

Policy 2.2.3 Wellington shall advise the School District of a proposed public school site's consistency with the Village of Wellington's Comprehensive Plan and land development regulations, including the availability of necessary public infrastructure to support the development of the site.

Policy 2.2.4 Wellington shall provide opportunity for the School District to comment on comprehensive plan amendments, rezonings, and other land-use decisions, which may be projected to impact on the public schools facilities plan.

Policy 2.2.5 Wellington shall coordinate with local governments and the School District on emergency preparedness issues which may include consideration of:

- (1) Design and/or retrofit of public schools as emergency shelters.
- (2) Enhancing public awareness of evacuation zones, shelter locations, and evacuation routes.
- (3) Designation of sites other than public schools as long term shelters, to allow schools to resume normal operations following emergency events.

Objective 2.3 Population Projections

Wellington shall continue to participate in the IPARC and utilize that forum as a means to address coordination of population projections to continue joint process of coordination and collaboration between the Village of Wellington, Palm Beach County and the School District in the planning and decision making on population projections.

Policy 2.3.1 Wellington shall provide updated Land Use maps to the County for the conversion of the BEBR projections into both existing and new residential units and disaggregate these units throughout incorporated and unincorporated Palm Beach County into each CSA, using BEBR's annual estimates by municipality, persons-per-household figures, historic growth rates and development potential. These projections are shown in Exhibit E of the Interlocal Agreement as "Projected Units Table" which shall be amended annually and provided to the School District.

Policy 2.3.2 Wellington commits to working with the School District and Palm Beach County to improve this methodology and enhance coordination with the plans of the School District and local governments. Population and student enrollment projections shall be revised annually to ensure that new residential development and redevelopment information provided by the municipalities and the County as well as changing demographic conditions are reflected in the updated projections. The revised projections and the variables utilized in making the projections shall be reviewed by all signatories through the Intergovernmental Plan Amendment Review Committee (IPARC). Projections shall be especially revisited and refined with the results of the 2000 Census and future decennial censuses of population. The responsibilities of local

governments and the School District on population projections are described in Section VIII-B of the Interlocal Agreement.

PUBLIC SCHOOL FACILITIES DEFINITIONS AND MAPS

DEFINITIONS

The terms in the Public School Facilities Element shall have the following definitions:

ANCILLARY PLANT - Facilities to support the educational program, such as warehouses, vehicle maintenance, garages, and administrative buildings.

CORE FACILITY - Those facilities, which include the media center, cafeteria, toilet facilities, and circulation space of an educational plant.

DISTRICT SCHOOLS - All District owned regular, elementary, middle, high schools, magnet and special educational facilities.

EDUCATIONAL PLANT SURVEY - A study of present educational and ancillary plants and the determination of future needs to provide an appropriate educational program and services for each student.

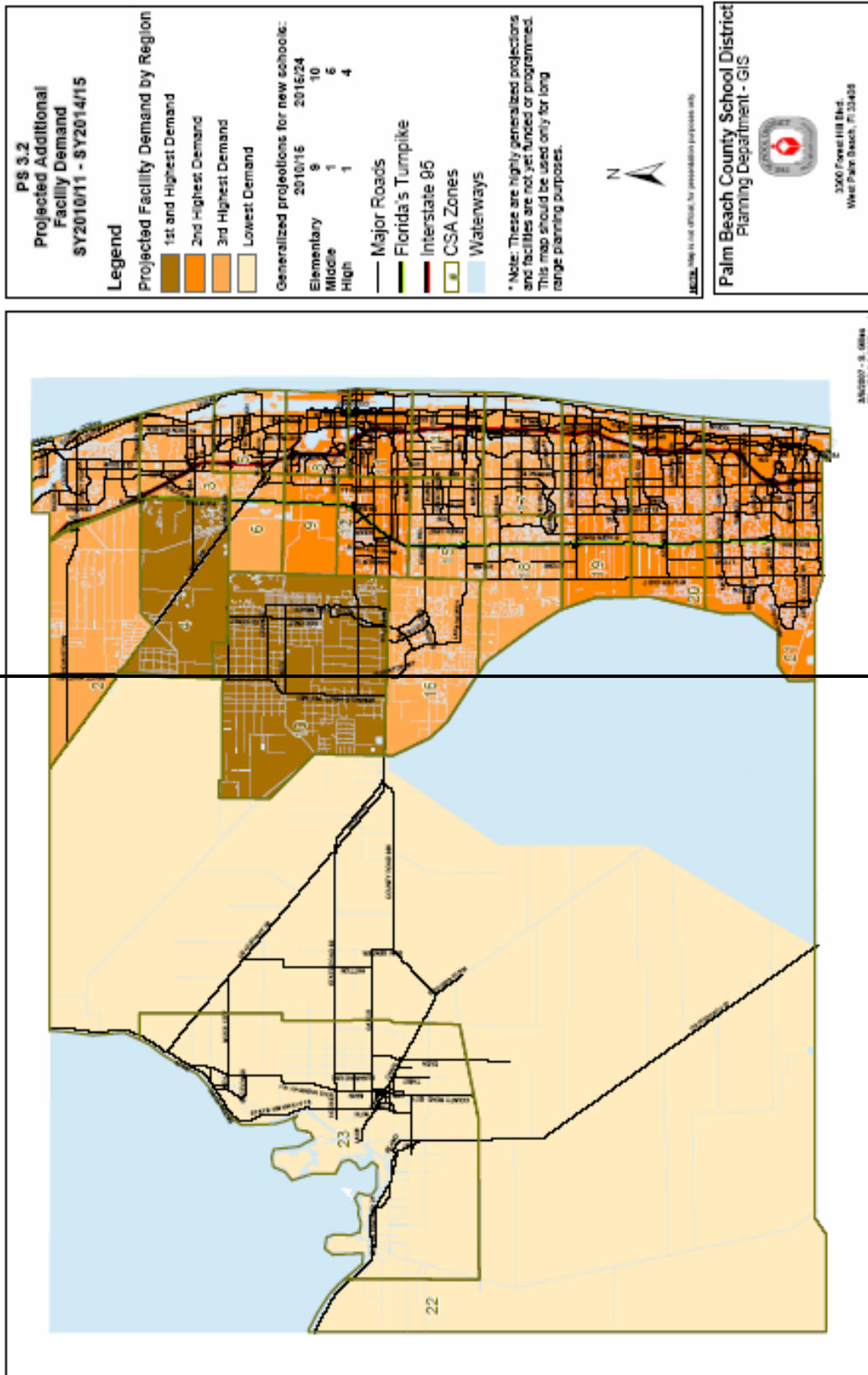
FLORIDA INVENTORY OF SCHOOL HOUSES (FISH) - The report of permanent school capacity. The FISH capacity is the number of students that may be housed in a facility (school) at any given time based on using a percentage of the number of existing satisfactory student stations and a designated size for each program according to s. 235.15, Florida Statutes. In Palm Beach County, permanent capacity does not include the use of relocatable classrooms (portables).

PUBLIC SCHOOL CONCURRENCY SERVICE AREA OR “CONCURRENCY SERVICE AREA” - The specific geographic area adopted by local governments, within a school district, in which school concurrency is applied and determined when concurrency is applied on a less than district-wide basis.

Maps PS 1.1 and PS 3.2 (Concurrency Service Areas) and Projected Additional Facility Demand (2008/9 to 2009/20 and 2009/10 to 2019/20), are hereby adopted.

II. IMPLEMENTATION SECTION (Moved to Data and Analysis)

Concurrency Service Area (CSA) Boundary Description



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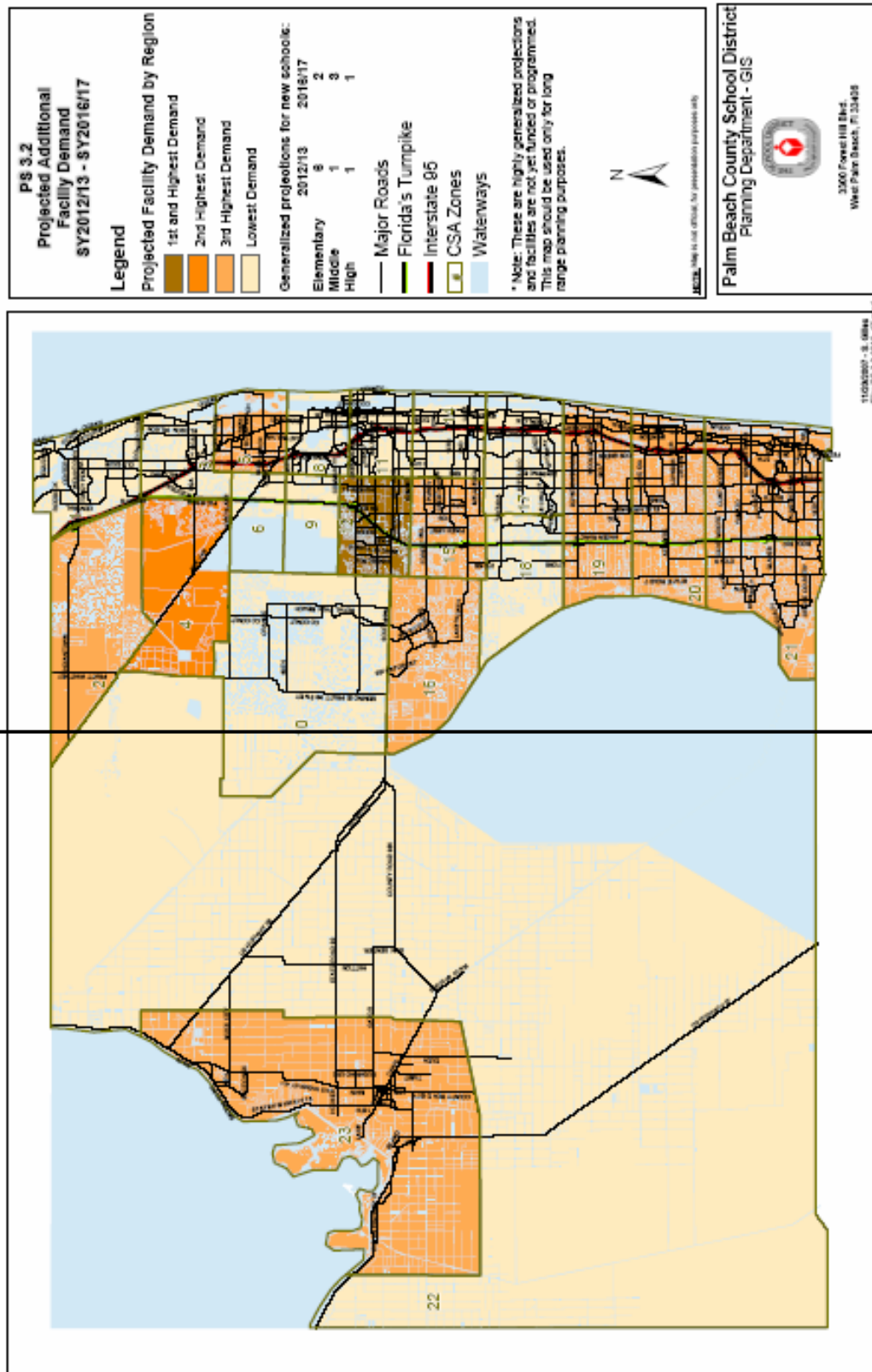


Exhibit “A”

Public Schools Facilities Element Map Series

1. Public Schools

State Road 80

Binks Forest
Elementary

Southern Blvd

Public School Facilities Element Map No. 1

Wellington
Community
Elementary

Wellington
Landings
Middle

Paddock Dr

Wellington Trees
Blvd

Birkdale Dr

Elbridge Gale
Elementary

Forest Hill Blvd

Wellington
Community
High

Greenbriar Blvd

New Horizons
Elementary

South Shore Blvd

Pierson Rd

Stribling Way

Equestrian
Trails
Elementary

Emerald
Cove
Middle

120th Ave S

Polo Park
Middle

Lake Worth Rd

Panther Run
Elementary

S State Road 7

Lyons Rd

N Floridas Tpke

Palm Beach
Central
High

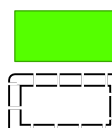
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Date: 11/16/2010



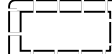
Elementary School



High School



Middle School



Wellington

