



COUNTY ATTORNEY'S OFFICE  
JEFFREY J. NEWTON, *County Attorney*

APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

201 South Rosalind Avenue ■ 3rd Floor  
Reply To: Post Office Box 1393  
Orlando, FL 32802-1393  
407-836-7320 ■ Fax 407-836-5888  
<http://www.ocfl.net>

BCC Mtg. Date: Aug. 16, 2016

**MEMORANDUM**

*Deputy County Attorney*

Joel D. Prinsell

*Senior Assistant County  
Attorneys*

Elaine Asad

Lila McHenry

*Assistant County  
Attorneys*

Andrea Adibe

Roberta Alfonso

Edward M. Chew

Anthony Cotter

Whitney E. Evers

Wanzo Galloway, Jr.

Erin E. Hartigan

Georgiana Holmes

Katherine W. Latorre

Scott McHenry

Sawsan Mohiuddin

Scott Shevenell

William Turner

*Legal Administrative  
Supervisor*

Anna M. Caban

*Senior Paralegal*  
Kimberly Cundiff

*Paralegals*  
Melessia Lofgren  
Maria Vargas, ACP

**TO:** Mayor Teresa Jacobs  
and  
Board of County Commissioners

**FROM:** Jeffrey J. Newton, County Attorney   
Whitney E. Evers, Assistant County Attorney   
Contact phone: 407-836-7321

**DATE:** July 27, 2016

**RE:** **Consent Agenda Item for Board Meeting on August 16, 2016 – Settlement Agreement between Petitioner, Avalon Park School Initiative II, LLC and Respondents, The School Board of Orange County, Florida and Orange County, Florida**

This Consent Agenda item requests authorization from the Board of County Commissioners (“BCC”) for approval and execution of the Settlement Agreement (“Settlement Agreement”) between Petitioner, Avalon Park School Initiative II, LLC (“Avalon”) and Respondents, Orange County, Florida, and The School Board of Orange County, Florida (“School Board”). The Settlement Agreement has been executed by Avalon and was approved by the School Board at its Board meeting on July 26, 2016.

**BACKGROUND:**

On December 16, 2015, the Development Review Committee (“DRC”) approved the Charter Schools USA development plan (“DP”) for a property approximately 6.31 acres in size located north of Mailer Boulevard and the existing Avalon Middle School (the “Property”). Avalon proposed construction of a charter school for 1,145 K-8 students on the Property.

On December 17, 2015, the School Board submitted a formal appeal of the DRC decision to approve the DP and objected to the DP based on its failure to meet the public school siting regulations in Orange County Code, which the School Board believes should apply to charter schools, the traffic study, the queueing and stacking plan, and insufficient acreage to support a public school and all attendant functions.

July 27, 2016

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On February 16, 2016, the BCC held a de novo hearing on the School Board's challenge. After nearly two hours of testimony, the BCC voted unanimously to overturn the DRC's approval of the DP. On March 15, 2016, Avalon filed a request with the County invoking the Special Magistrate process prescribed in Section 70.51, Florida Statutes ("FLUEDRA"), with regard to the BCC's denial of Avalon's DP (the "Dispute").

On May 17, 2016, per the requirements of FLUEDRA, the parties participated in a mediation in order to amicably resolve the Dispute. The result of such mediation was the Settlement Agreement. Among other things, the Settlement Agreement allows Avalon to present a revised development plan, along with a full traffic study, reflecting plans for a K-5 school with no more than 540 students. The Settlement Agreement also states that the revised development plan requires both DRC review and BCC review at a public hearing.

**ACTION REQUESTED:** Approval and execution of Settlement Agreement between Petitioner, Avalon Park School Initiative II, LLC and Respondents, Orange County, Florida, and The School Board of Orange County, Florida, regarding the Development Plan for a 68,156 square foot charter school for Grades K through 8, with 1,145 students on the Property ("South Village School").

WEE:sc

cc: Ajit Lalchandani, County Administrator  
Joel D. Prinsell, Deputy County Attorney

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**IN AND BEFORE A SPECIAL MAGISTRATE  
IN AND FOR ORANGE COUNTY, FLORIDA**

**AVALON PARK SCHOOL  
INITIATIVE II, LLC,  
Petitioner,**

vs.

**File No. 2016-1008  
Charter Schools USA  
Avalon Park (K-8)  
Development Plan  
Case No. DP-15-07-191**

**ORANGE COUNTY, FLORIDA,**

and

**THE SCHOOL BOARD OF ORANGE  
COUNTY, FLORIDA,  
Respondents.**

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**SETTLEMENT AGREEMENT**

Petitioner AVALON PARK SCHOOL INITIATIVE II, LLC (“Avalon”), and Respondents ORANGE COUNTY, FLORIDA (“County”), and THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA (“School Board”), hereby enter into this Settlement Agreement (“Agreement”):

**A. STIPULATIONS OF FACT**

1. Avalon is the owner of certain real property that is the subject of the above-styled proceeding and that is located within the Avalon Park Development of Regional Impact (“Avalon Park DRI”) in Orange County, Florida, with Parcel Identification Number 07-23-32-1024-01-000 (“Property”).
2. The Property is located in unincorporated Orange County, and accordingly is subject to the County’s Comprehensive Plan, the County Code, and the County’s Land Development Regulations.
3. In July of 2015, Avalon filed an application with the Orange County Development Review Committee (“DRC”) seeking approval of a development plan for a 68,156 square foot charter school for grades K through 8, with 1,145 students, on the Property (“South Village School”).
4. On or about December 16, 2015, the DRC approved Avalon’s development plan for the South Village School (the “Original Development Plan”), and the School Board thereafter

appealed such approval to the Orange County Board of County Commissioners (“BCC”).

5. On February 16, 2016, the BCC conducted a public hearing on the School Board’s appeal and, at the conclusion thereof, voted to overturn the DRC’s approval and deny the Original Development Plan for the South Village School.

6. On March 15, 2016, Avalon filed a request with the County invoking the special magistrate process prescribed in Section 70.51, *Florida Statutes*, with regard to the BCC’s denial of the Original Development Plan for the South Village School, such proceeding being styled as *Avalon Park School Initiative II, LLC v. Orange County, et al.*, OC File No. 16-1008 (“Special Magistrate Proceeding”).

7. On March 16, 2016, Avalon filed a Petition for Writ of Certiorari in the Ninth Judicial Circuit Court to contest the BCC’s denial of the Original Development Plan for the South Village School, such case being styled as *Avalon Park School Initiative II, LLC v. Orange County*, Case No. 16-CA-2381 (“Litigation”), together with a Motion requesting that the Litigation be held in abeyance during the pendency of the Special Magistrate Proceeding.

8. On May 17, 2016, Avalon, the County, and the School Board participated in a mediation conference pursuant to Section 70.51(17)(a), *Florida Statutes*, in an attempt to amicably resolve the Special Magistrate Proceeding and to arrive at a fair and reasonable agreement to resolve the dispute.

9. Avalon, the County, and the School Board (collectively, the “Parties”) desire to enter into this Agreement for the purposes of resolving the Special Magistrate Proceeding and the Litigation (together, the “Disputes”) in accordance with the terms below.

**B. SETTLEMENT COVENANTS AND TERMS**

1. **Terms of Agreement.** In connection with the Parties' execution of this Agreement and the covenants and terms herein, the Parties agree as follows:

- a. Within ninety (90) days of the Effective Date of this Agreement, Avalon shall submit a sufficient revised development plan for the South Village School, as modified pursuant to the terms herein (the "Revised South Village School"), to the County for review, consistent with the terms herein (the "Revised Development Plan"). As part of the submittal for the Revised Development Plan, Avalon shall prepare and submit a new full traffic study for the South Village School for a one-mile radius around the Property, which shall include, but not be limited to, trip generation and distribution for the proposed development, a level of service analysis for Mailer Blvd. and the adjoining streets, along with an analysis of the ingress/egress impacts to Mailer Blvd. during peak school operating times (a.m. drop off and p.m. pick up), and an operational traffic study to address internal and external traffic items (the "New Traffic Study"). The Revised Development Plan shall be reviewed by the DRC in accordance with standard DRC procedures and practice. The DRC shall make a decision on the Revised Development Plan and the DRC's decision shall be referred to the BCC for a final decision at a duly noticed quasi-judicial public hearing, all as described in paragraphs B.1.e and B.1.f. below.
- b. Avalon offers and proposes that the Revised South Village School, as depicted on the Revised Development Plan, shall be limited to grades K through 5 with a maximum student population of 540 students; that in the event the student population ever exceeds 540 students, Avalon or its successor in interest, as applicable, shall be penalized; that such penalty may include, but shall not be limited to, the withholding of full-time equivalent (FTE) funds from the operator of the Revised South Village School; and that Avalon shall provide written notice of this restriction to any proposed or approved charter school operator expected or intended to operate the Revised South Village School and provide a copy of such notice to the School Board.

- c. Avalon also offers and proposes that the Conditions of Approval listed in the Staff Report for Case No. DP-15-07-191 dated February 16, 2016, a copy of which is attached hereto as **Exhibit “A”** (“Conditions”), shall apply to the Revised Development Plan with the following amendments/revisions: (i) Conditions 7, 8, 9, and 15 shall be deleted; (ii) Condition 16 may be modified as determined by the DRC or the BCC, as the case may be, based upon the New Traffic Study and other applicable factors; (iii) Condition 17 shall be modified to state that the start time for the South Village School shall be at least forty-five (45) minutes before or after the start time of Avalon Middle School; and (iv) Condition 18 shall be modified to reference a maximum student population of 540 students. Avalon acknowledges that an additional condition of approval (or additional conditions) may be imposed, as may be deemed necessary by the DRC or the BCC, upon the Revised Development Plan for the Revised South Village School as part of the DRC’s or the BCC’s review, whatever the case may be (“Additional Conditions”); provided, however, Additional Conditions shall be consistent with applicable provisions of the County’s Comprehensive Plan, the County Code, and the County’s Land Development Regulations.
- d. The School Board accepts, agrees with, and consents to Avalon’s offer and proposal as set forth in paragraphs B.1.b. and B.1.c. above.
- e. Avalon’s Revised Development Plan and offer and proposal as set forth in paragraphs B.1.b. and B.1.c. shall be reviewed and considered by the DRC as part of the DRC’s review of the Revised Development Plan within sixty (60) days after Avalon submits a sufficient Revised Development Plan pursuant to paragraph B.1.a. and, as soon as practicable thereafter, the DRC shall refer its decision on the Revised Development Plan to the BCC to make a final decision at a duly noticed quasi-judicial public hearing. The BCC shall review the DRC’s decision as soon as its calendar permits. In this regard, the County hereby waives the time period set forth in Section 30-48 of the County Code.
- f. If at the conclusion of the BCC’s public hearing a member of the BCC makes a motion to approve the Revised Development Plan pursuant to Avalon’s offer and proposal as set forth in paragraphs B.1.b. and B.1.c., with (or without) Additional Conditions, and the motion is seconded, the BCC may ask Avalon if the terms of the motion to approve are acceptable

to Avalon. If Avalon answers such a question in the negative, Avalon may simultaneously withdraw the Revised Development Plan or, if Avalon does not withdraw the Revised Development Plan, the BCC may withdraw the motion to approve and deny the Revised Development Plan. If, however, Avalon answers such a question in the affirmative, and the motion to approve is then adopted by the BCC, Avalon waives its right to challenge the BCC's decision, and the BCC's approval of the Revised Development Plan shall supersede and vacate the BCC's denial of the Original Development Plan, shall constitute the County's final decision on the matter, and shall constitute a final resolution of the Special Magistrate Proceeding. Furthermore, within ten (10) days after the BCC's decision approving the Revised Development Plan is rendered, Avalon shall execute and file a Notice of Voluntary Dismissal with prejudice in the Litigation.

- g. In the event the School Board challenges a BCC decision approving the Revised Development Plan as described in paragraph B.1.f., the School Board's challenge shall be limited to the question of whether the Additional Conditions imposed by the BCC are inconsistent with applicable provisions of the County's Comprehensive Plan, the County Code, and/or the County's Land Development Regulations, or whether Additional Conditions should have been imposed by the BCC in order to make the BCC's decision consistent with applicable provisions of the County's Comprehensive Plan, the County Code, and/or the County's Land Development Regulations.
- h. In the event Avalon withdraws its Revised Development Plan at the conclusion of the BCC's public hearing as described in paragraph B.1.f., the BCC denies the Revised Development Plan, or the BCC fails to consider the Revised Development Plan within ninety (90) days after the date that the DRC renders a decision on the Revised Development Plan (unless Avalon agrees to an extension of such time period in writing), then the BCC's February 16, 2016, decision on the Original Development Plan shall be deemed unaffected by the Parties' settlement efforts, this Agreement shall become null and void, and Avalon shall be entitled to proceed with the Litigation or resume the Special Magistrate Proceeding pursuant to Section 70.51, *Florida Statutes*.

2. **Permits Required.** The Revised Development Plan for the Revised South Village School, as well as any and all development on the Property, shall require building permits and shall meet all applicable requirements of the County Code, the County's Land Development Regulations, and the County's Comprehensive Plan, as amended.

3. **Status Report.** Within ten (10) days of the Effective Date of this Agreement, Avalon shall file a Status Report in the Litigation advising the Circuit Court of this Agreement and requesting the Circuit Court to continue to hold the Litigation in abeyance for 240 days while the Parties implement the terms of this Agreement.

4. **Authority.** Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of such Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement shall not become binding upon the County and the School Board unless and until the BCC and the School Board each approve this Agreement at a public meeting, as is required by Florida law.

5. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Orange County, Florida.

6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, bankruptcy trustees, representatives, affiliates, officers, directors, partners, members, and joint venturers of the Parties.

7. **Non-Waiver.** Failure by Avalon, the County, or the School Board to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to be a waiver of such terms, conditions, and provisions, and Avalon, the County, and the School Board, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein. Notwithstanding the foregoing, the BCC's review of Avalon's Revised Development Plan pursuant to this Agreement shall be conducted at a duly noticed quasi-judicial public hearing where the BCC hears testimony and receives evidence from Avalon, the School Board, and the general public, and therefore nothing in this Agreement may be construed or interpreted to mean that the BCC is obligated to give favorable consideration to the Revised Development Plan or approve the Revised Development Plan.

8. **Construction; Headings.** The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with further litigation and to arrive at a fair and reasonable agreement with regard to the Disputes. The Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

9. **Interpretation.** This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. The terms “hereby,” “hereof,” “herein,” “hereto,” “hereunder,” and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. In construing this Agreement, unless the context clearly indicates or suggests otherwise, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

10. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

11. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to, or for the benefit of, any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

12. **Purpose of this Agreement; Not Establishing Precedent.** The Parties acknowledge and agree that this Agreement is not intended by any Party to be construed, and shall not be construed, as an admission by any Party of any liability, error, or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, the Parties enter into this Agreement in a spirit of cooperation and compromise for the purpose of avoiding further litigation and a desire to resolve the Disputes. The Parties enter into this Agreement as part of a mediated settlement affecting many factual and legal issues and do not intend this Agreement to be an endorsement of, or precedent for, the use of the terms set forth herein in any other circumstances.

13. **Attorneys' Fees; Costs.** Each Party expressly agrees to bear the fees and costs of its respective counsel, experts, and consultants in the Special Magistrate Proceeding and the Litigation, as well as in the preparation of this Agreement, and the Parties expressly waive any and all rights to pursue an award of attorneys' fees and costs in such proceedings. The Parties further agree to pay an equal share of the total amount of Special Magistrate fees that are due and owing to Lewis Stone, Esquire, who served as Special Magistrate in the mediation through which this Agreement was negotiated in accordance with the Special Magistrate Agreement Between Orange County, The School Board of Orange County, Owner and Special Magistrate dated May 19, 2016.

14. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To Avalon:

Avalon Park School Initiative II, LLC  
c/o Beat Kahli  
3680 Avalon Park East Blvd., Suite 300  
Orlando, Florida 32828

Avalon Park School Initiative II, LLC Special Magistrate Proceeding  
File No. 2016-1008  
Settlement Agreement between Orange County, School Board of Orange County, and Petitioner

With a copy to:

S. Brent Spain, Esquire  
Theriaque & Spain  
433 N. Magnolia Drive  
Tallahassee, Florida 32308

(b) To the County:

Orange County Administrator  
c/o Chris Testerman, Assistant County Administrator  
P.O. Box 1393  
201 S. Rosalind Avenue  
Orlando, Florida 32802-1393

With a copy to:

Orange County Legal Department  
c/o Joel D. Prinsell, Deputy County Attorney  
P.O. Box 1393  
Orlando, Florida 32801

(c) To the School Board:

Orange County Public Schools  
Superintendent  
441 W. Amelia St.  
Orlando, Florida 32801

With a copy to:

Orange County Public Schools  
Legal Services  
Diego "Woody" Rodriguez, General Counsel  
441 W. Amelia St.  
Orlando, Florida 32801

or to such other address as any Party hereto shall from time to time designate to the other Party by notice in writing as herein provided.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which shall constitute one and the same agreement.

16. **Effective Date.** This Agreement shall become effective upon the date of execution by the County, the last of the Parties to execute it.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in a manner sufficient to bind them on the day and year identified above.

Signed, sealed, and delivered before me:

**WITNESSES**

**AVALON PARK SCHOOL INITIATIVE II, LLC**, a Florida limited liability company,

Taylor Smith  
Print Name: TAYLOR SMITH

By: [Signature]

Name: JEFF LAAGY

[Signature]  
Print Name: Tracy Durham

Its: PRESIDENT

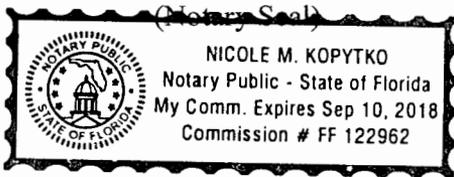
Date: 04/14/2016

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 14th day of July 2016, by Beat Kahli, as President of Avalon Park School Initiative II, LLC, on behalf of said entity. Said person (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Printed Name: Nicole M. Kopytko  
Notary Public, State of Florida  
Commission No. FF 122962  
My commission expires: 9/10/18





**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Jennifer Kintz*  
for Deputy Clerk

Date: AUG 16 2016, 2016

Avalon Park School Initiative II, LLC Special Magistrate Proceeding  
File No. 2016-1008  
Settlement Agreement between Orange County, School Board of Orange County, and Petitioner

Signed, sealed and delivered in the presence of:

Cindy Valentin  
Print Name: Cindy Valentin

Eileen D. Fernandez  
Print Name: Eileen D. Fernandez

Cindy Valentin  
Print Name: Cindy Valentin

Eileen D. Fernandez  
Print Name: Eileen D. Fernandez

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

By: William E. Sublette  
Name: William E. Sublette  
Title: Chairman

Date: 7-27, 2016

Attest: Barbara M. Jenkins  
Barbara M. Jenkins, as its Secretary and Superintendent

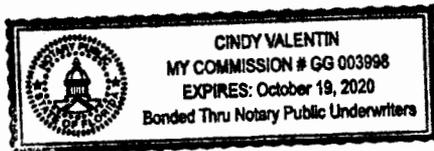
{Corporate Seal}

Approved as to form and legality by the Office of the General Counsel for The School Board of Orange County, Florida this 25<sup>th</sup> day of July, 2016

Eileen D. Fernandez  
Eileen D. Fernandez, B.C.S.  
Associate General Counsel

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27 day of July, 2016 by William E. Sublette, as the Chairman of THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporation and public body corporate and politic of the State of Florida, and who each have acknowledged that he/she executed the same and that each was authorized to do so. Each is  personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification.



Cindy Valentin  
Notary Public, State of Florida  
Printed Name: Cindy Valentin

# **EXHIBIT A**

**CASE # DP-15-07-191**

Commission District # 4

**1. REQUEST**

This public hearing is to consider an appeal of a Development Review Committee (DRC) decision from November 18, 2015, to approve the Avalon Park PD / South Villages PSP / Charter Schools USA Avalon Park Development Plan for a 68,156 square foot charter school. The proposed charter school would serve up to eleven hundred forty five students from kindergarten to eighth grade (K-8).

**2. PROJECT ANALYSIS**

- A. Location: East of Alafaya Trail / North of Mailer Boulevard
- B. Parcel ID: 07-23-32-1035-04-003, 07-23-32-1035-04-004
- C. Total Acres: 6.27
- D. Water Supply: Orange County Utilities
- E. Sewer System: Orange County Utilities
- F. Schools: N/A
- G. Parks: N/A
- H. Use: 68,156 Square Foot Charter School
- I. Site Data: Maximum Building Height: 35' (2-stories)  
Building Setbacks:
  - 30' Front
  - 10' Side (25' Adjacent to Residential)
  - 10' Rear
- J. Fire Station: 85 – 13801 Townsend Drive
- K. Transportation: Orange County Public Schools and charter schools are exempt from meeting transportation concurrency requirements. The applicant submitted an Operational Analysis (Traffic Impact Analysis), which has been reviewed and accepted by Orange County Transportation Planning and Traffic Engineering.

### **3. COMPREHENSIVE PLAN**

The subject property has an underlying Future Land Use Map (FLUM) designation of Traditional Neighborhood Development (TND) and is zoned PD (Avalon Park PD). The request is consistent with the comprehensive plan.

### **4. ZONING**

PD (Planned Development District) (Avalon Park PD)

### **5. REQUESTED ACTION:**

Uphold the November 18, 2015 decision of the Development Review Committee to approve the Avalon Park PD / South Villages PSP / Charter Schools USA Avalon Park Development Plan, subject to the following conditions:

1. Development shall conform to the Avalon Park Planned Development; Orange County Board of County Commissioners (BCC) approvals; South Villages Preliminary Subdivision Plan; BCC approvals; Charter Schools USA Avalon Park Development Plan dated "November 19, 2015" and to the conditions of approval listed below. Development based upon this approval shall comply with all applicable federal, state, and county laws, ordinances, and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances, or regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC.
2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. Pursuant to

Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.

4. Prior to construction plan approval, hydraulic calculations shall be submitted to Orange County Utilities demonstrating that proposed and existing water, wastewater and reclaimed water systems have been designed to support all development within the DP, and that construction plans are consistent with an approved Master Utility Plan.
5. Pole signs and billboards shall be prohibited. Ground and fascia signs shall comply with Chapter 31.5 of the Orange County Code.
6. The stormwater management system shall be designed to retain the 100-year / 24-hour storm event onsite, unless documentation with supporting calculations is submitted which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then in lieu of designing for the 100-year / 24-hour storm event, the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.
7. Prior to the issuance of any vertical building permits, the property shall be replatted.
8. A mandatory pre-application / sufficiency review meeting for the plat shall be required prior to plat submittal. The applicant shall resolve, to the County's satisfaction, all items identified in the pre-application / sufficiency review meeting prior to formal submittal of the plat to the County.
9. A current Level One Environmental Site Assessment (ESA) and current title opinion shall be submitted to the County for review and approval as part of any Preliminary Subdivision Plan (PSP) and / or Development Plan (DP) submittal.
10. Prior to construction plan approval, documentation must be provided certifying that this project has the legal right to tie into the master drainage system.
11. Unless the property is otherwise vested or exempt, the applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to issuance of the initial certificate of occupancy. Nothing in this condition and nothing in the decision to approve this development plan shall be construed as a guarantee that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
12. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Orange County Code Chapter 15, Article X, "Wetland Conservation Areas", prior to Construction Plan approval, no conservation area or buffer

encroachments shall be permitted. Approval of this plan does not authorize any direct or indirect conservation area impacts.

13. Prior to commencement of any earth work or construction, if one acre or more of land will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection by the developer.
14. This site is located in close proximity to the Hal Scott Regional Preserve and Park. The covenants, conditions, and restrictions (CC&Rs) shall contain notification to potential purchasers, builders or tenants of this development that the adjacent land use includes publicly managed property. The notice shall indicate that the adjacent property will require the use of resource management practices that may result in periodic temporary conditions that may limit outdoor activities. These practices will include, but not limited to, ecological burning, pesticide and herbicide usage, exotic plant and animal removal, usage of heavy equipment and machinery, and other practices as may be deemed necessary for proper resource management.
15. No vertical permits will be accepted for review until the Orange County Property Appraisers Office has transferred PID and addressing information to the permitting system.
16. There shall be no temporary or permanent parking within the OUC easement unless associated with a special event.
17. Start times shall be staggered in accordance with the traffic study dated, November, 2015.
18. Applicant, or its successor in interest, shall ensure that school capacity is capped at 900 students.
19. Applicant, or its successor in interest, shall ensure that both the faculty and administration of the school are prohibited from using on-street parking and shall park only in on-site parking spaces.
20. Applicant, or its successor in interest, shall ensure that the use of portable classrooms by the school is prohibited.



# Orange County Public Schools

445 West Amelia Street • Orlando, FL 32801-1129 • Phone 407.317.3200 • www.ocps.net

May 10, 2016

In my absence, individuals authorized to sign official Orange County Public Schools documents on my behalf include:

- Jesus Jara, Deputy Superintendent
- Kathleen Palmer, Chief of Staff
- Michael Eugene, Chief Operations Officer
- Dale Kelly, Chief Financial Officer

This authorization is in effect for the 2015-2016 school year.

Sincerely,

Barbara M. Jenkins, Ed.D.  
Superintendent