

CITY OF GROVELAND - LAKE COUNTY
JOINT PLANNING AGREEMENT

This Joint Planning Agreement is made and entered this _____ day of _____, 2006 by and between the City of Groveland, a Florida Municipal Corporation (the City) and Lake County, Florida, a political subdivision of the State of Florida (the County).

PREAMBLE

WHEREAS, the County and the City recognize that proper intergovernmental coordination is essential for sound growth management; and

WHEREAS, the County and City seek to have compatible land uses adjacent to their common boundary; and

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act (the Act), and Chapters 9J-5 and 9J-12, Florida Administrative Code, the City and the County adopted and subsequently amended Comprehensive Plans (the Comprehensive Plan(s)); and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, physical abilities and service capacities to accommodate growth in an environmentally acceptable manner and use incentives and disincentives to achieve a separation of urban and rural land uses; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities which already exists and to plan for and finance new facilities in a timely, orderly and efficient manner; and

WHEREAS, the City and the County are desirous of engaging in joint efforts to

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comprehensively plan certain areas within the City limits of the City of Groveland and as well as certain areas located within the boundaries of Lake County, (the Joint Planning Area or the JPA); and

WHEREAS, the JPA, as depicted in Exhibit "A," delineates areas to which the City of Groveland is providing utility and other municipal services or intends to provide utility and other municipal services within the next five years; and

WHEREAS, the City and the County wish to agree on certain procedures for the timely review and processing of annexation and development proposals within the JPA; and

WHEREAS, there is no intent for this Agreement to restrict the County's authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein or otherwise to make land use decisions for unincorporated areas within the JPA; and

WHEREAS, there is no intent for this Agreement to restrict the City's authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for lands within the corporate boundaries of the City or within the JPA should such lands be annexed by City; and

WHEREAS, this joint planning agreement (this Agreement) will provide a basis for the evaluation of future development applications and annexation proposals as well as for the adequate provision of public services; and

WHEREAS, the City and County wish to identify a joint planning area and have determined that a joint planning agreement will foster intergovernmental coordination and

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cooperation, economical provision of services, including police, fire and other services, and adequate utilization of existing and proposed infrastructure; and

WHEREAS, this Agreement provides the City and the County with ample opportunities for renegotiation in response to changed circumstances, including the ability to seek refinement or expansion of the Joint Planning Area; and

WHEREAS, public hearings with due public notice have been held by the City and the County prior to approval of this Agreement and as set forth in Section 163.3171(3), Florida Statutes; and

WHEREAS, it is the intent of the City and the County that this Agreement shall be immediately applicable to any issuance of a Development Order, as defined in Article II of this Agreement, for a parcel of land located in the JPA and submitted to the County or the City after the effective date of this agreement; and

WHEREAS, annexation of properties can affect the responsibility for maintenance of public facilities such as roadways and drainage facilities; and

WHEREAS, the County and the City desire to enter into this Joint Planning Agreement to address post-annexation issues related to road right-of-way and drainage facility maintenance responsibility as well as development order requests within the Joint Planning Area; and

WHEREAS, it is desirable for the City and the County to enter into such an agreement to better identify areas proposed for future municipal service, and jurisdiction and to ensure better coordination of government services and reduce or eliminate substantial future non-conformities; and

WHEREAS, the establishment of this agreement will provide for a better defined

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boundary between the City and the County including the elimination of enclaves and reduce confusion to residents and service providers; and

WHEREAS, the agreement will facilitate the flow of information regarding land development issues between the City and the County; and

WHEREAS, the City and County desire to provide opportunities for employment in proximity to nearby populations centers, and uphold this mutual objective as a tenant of smart growth; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree with each other to create and participate in this Agreement as follows:

ARTICLE I - INCORPORATION OF PREAMBLE

1. Incorporation of Preamble. The preamble above is true and correct and is incorporated into this Agreement as if fully set forth below. This Agreement shall be considered an interlocal agreement pursuant to the authority given to the County and the City, including the authority found within, but not limited to, Sections 163.01, 163.3171, and 163.3177(6)(h)1.a, Florida Statutes (2003), as well as Chapter 125, Chapter 166 and Chapter 171, Florida Statutes and the Constitution of the State of Florida.

ARTICLE II - DEFINITIONS

1. Act. Means the Local Government Comprehensive Planning and Land Development Regulation Act set forth in Section 163.3161 *et. seq.*, Florida Statutes, as the same may be amended or superseded from time to time.

44/6/2006² Agreement. Means this Agreement, as the same may be amended or

supplemented as provided for herein.

3. City. Means the City of Groveland, a Florida municipal corporation.
4. City Comprehensive Plan. Means the comprehensive plan of the City adopted pursuant to the Act, as amended from time to time.
5. City Council. Means the elected legislative governing board of the City of Groveland.
6. Collector Road. Means the type of road that provides for movement between local streets and the regional road network. A collector road may include an arterial road.
7. County. Means Lake County, Florida, a political subdivision of the State of Florida.
8. County Commission. Means the elected legislative governing board of Lake County.
9. County Comprehensive Plan. Means the comprehensive plan of the County adopted pursuant to the Act, as amended from time to time.
10. County-Maintained Roads. Means roadways, or segments thereof, along with associated drainage facilities, actually maintained or required to be maintained by the County, which may or may not have been transferred to the County for maintenance responsibility by the State of Florida as outlined in Chapter 335, Florida Statutes, as amended or superseded from time to time.
11. Development. Means development as set forth in Sections 163.3164(6) and 380.04, Florida Statutes (2003), as amended or superseded from time to time.
12. Enclave. Means enclave as set forth in Section 171.031, Florida Statutes (2003),

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as amended or superseded from time to time.

13. Future Land Use Element. Means to that section of either the City ' s or the County ' s Comprehensive Plan, which includes all of the requirements of Section 163.3177(6)(a), Florida Statutes (2003), as the same may be amended or renumbered from time to time.

14. Governing Body. Means, in the case of the County, the County Commissioners, and in the case of the City, the City Council.

15. Infrastructure or Utility Improvements. Means any proposed sewer, water, reuse water, stormwater, right-of-way, roadway, electric, gas, telecommunication, park, open space, public building, public utility, public drainage, or public retention owned or operated by a local government or private entity.

16. Joint Planning Area or JPA. Means that area depicted in Exhibit A.

17. JPA Map. Means and refers to the map attached hereto and incorporated herein by reference as Exhibit A, which designates parcels of land encompassed by this Agreement.

18. Land Development Regulations. Means ordinances enacted by the City or the County for the regulation of any aspect of land development.

19. Local Planning Agency or LPA. Means the respective recommending agencies appointed by the County Commission or City Council to review comprehensive plan and Land Development Regulation amendments, and designated as the local planning agency pursuant to Section 163.3174, Florida Statutes. The City LPA is currently the City Council. The County LPA is currently the Land Planning Agency (Planning Board).

64/6/2006²⁰. Non-conforming use. Means existing land use that is prohibited by current

regulations.

21. Parcel of Land. Means any quantity of land capable of being described with such precision or exactness that its location and boundaries may be established, which is designated by the City, by the County, or by its owner or developer as land to be used or developed as a unit or which has been used or developed as a unit.

22. Significant Development Order. Means any determination or decision requiring either legislative, quasi-judicial, or administrative review and approval by either governing body related to annexations or Covenant to Annex agreements, comprehensive plan amendments, site plans (excluding those resulting in less than a fifty percent (50%) expansion of a building, unless such expansion results in changes to parking, stormwater, water connections, or wastewater connections), development of regional impact (DRI), planned unit developments (PUD), subdivision and plat approvals, rezonings, special exceptions, conditional uses, special permits, or utility improvements.

23. Unincorporated JPA. Means the area of the JPA that is not currently within the municipal limits of the City, as depicted in Exhibit "A."

24. Vested Development. Means development that has been issued a final development order.

ARTICLE III - CREATION OF JOINT PLANNING AREA

1. Joint Planning Area Created.

The Joint Planning Area shall consist of those lands identified in Exhibit A.

74/6/2006² The County and the City will use their best efforts to incorporate the boundaries

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of the Joint Planning Area into the Future Land Use Maps of their respective plans and to including the terms and conditions stated herein. The County and the City will use their best efforts to amend their Land Development Regulations to incorporate the terms and conditions stated herein. The County and the City will use their best efforts to implement the ideas set forth in Article V hereof.

3. a. It is the intent of the City and the County that the comprehensive plans of the City and the County shall ensure that the lands in the Joint Planning Area are developed consistent with development within the City, and, at the same time, develop in a way that will ensure efficient provision of public infrastructure and services in this area.

b. The amendments contemplated above, shall cover growth management issues and may include, but are not limited to, the following topics:

- (1) Timing of urban growth
- (2) Density of urban and pre-urban areas
- (3) Limiting private utility providers to areas outside the JPA
- (4) Environmental resource management, including potential greenbelt areas
- (5) Innovative and flexible planning such as mixed-use, clustering and open space provisions
- (6) Transportation planning consistent with Lake/Sumter MPO long range transportation plan

4. If the County creates a land development overlay district, the City shall be consulted and allowed to formally comment on the proposed district and associated regulations

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in an effort to ensure an orderly transition of land development between the City and the County.

It is the intent of the City and the County that any proposed Land Development Regulation of the City and the County shall ensure that the lands in the Joint Planning Area are developed consistent with development within the City. In order to accomplish this goal, the City and the County agree that the amendments to the Land Development Regulations of both the City and the County, that may be jointly developed to apply within the JPA, are intended to create a unified development code, which shall apply within both the incorporated and the unincorporated portions of the Joint Planning Area. The City and the County staffs shall recommend to the City Council and County Commission, amendments to the City and the County Land Development Regulations, establishing standards for Development within the Joint Planning Area. The standards shall incorporate the standards from current City and County standards that are superior to the standards currently applied.

5. Requests for municipal services within the JPA may at the discretion of the City, require a covenant to annex or, if contiguous to the City boundary, annexation into the City in order to receive municipal services. If the City notifies the County as part of a Development Order application review process that a covenant to annex will be required because of the provision of City utilities to the development and the property is located within the JPA, the County shall not approve a Development Order until such time as a covenant to annex has been executed by the City and the Development Order applicant unless the City refuses to provide utilities per this section, or does not allow the Development Order applicant to recoup all costs of the utility line extension not directly attributable to the development as others hook up to such lines within a reasonable time period not to exceed five (5) years. If the City notifies the County

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as part of a Development Order application review process that annexation will be required because of the provision of City utilities to the development and the property is located within the JPA and contiguous to the City ' s boundary, the County shall not approve a Development Order, but shall require the Development Order applicant to annex and submit to the City ' s development process unless the City refuses to provide utilities per this section, or does not allow the Development Order applicant to recoup all costs of the utility line extension not directly attributable to the development as others hook up to such lines within a reasonable time period not to exceed five (5) years.

The City shall provide utility services within the JPA and may, at the discretion of the City, require those persons desiring service to pay the initial expense of extending utility services through a refundable facilities program which allows the person extending utility services to recoup all costs of the utility line extension not directly attributable to the person desiring service as others hook up to such lines within a reasonable time period not to exceed five (5) years. The County shall not issue development orders within the JPA without reviewing the proposed development with the City to ensure the appropriate utility design for the development. If the City is willing to provide utility services or provide utility services through a refundable facilities program as described above, the County shall not permit any new private utilities, septic tanks or wells to be constructed as part of development within the JPA without prior approval by the City.

6. a. The City shall annex only lands in the Joint Planning Area and shall not annex any lands outside of the Joint Planning Area without amendment of Exhibit "A" of this Agreement.
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As real property within the area depicted as unincorporated is annexed into the City, it shall be unnecessary to amend this Agreement or Exhibit "A.

b. Terms of Annexation Related to Transfer of Infrastructure. All future municipal annexation-related transfers of infrastructure shall occur consistent with the following terms: Upon annexation of a sum greater than fifty (50%) of the existing front footage of properties abutting any subject road right-of-way, other than a State of Florida operated and maintained right-of-way, located between the two nearest collector streets (or streets with a higher classification) intersecting right-of-ways (i.e. cross streets), except for existing County roads currently being maintained within the City, the City shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to an annexation shall include the entire width of the right-of-way adjacent to annexed properties.

The following list of County roads shall not require assumption of maintenance:

1. CR 565;
2. CR 565A;
3. CR 478;

c. Terms of Non-Annexation Related Transfer of Infrastructure and Right-of-Way. Transfers of maintenance responsibility and ownership from the County to the City
11/4/6/2006

related to road right-of-ways and their associated drainage facilities not associated with an annexation shall require an agreement between the City and the County.

7. County Right-of-Way Maintenance Responsibility. Unless this Agreement is modified pursuant to Article V below, the County agrees to continue to maintain, regardless of any adjacent annexations, the particular roadways or segments thereof, and associated drainage facilities within the JPA. The County agrees to continue to maintain these facilities until transferred to the City in accordance with the terms of this Agreement, or as this Agreement is modified pursuant to Article V below. Upon execution of this Agreement, any new roads constructed by the County in the City shall be maintained and owned by the County.

**ARTICLE IV - PROCEDURES FOR REVIEWING AND
COMMENTING ON DEVELOPMENT ORDERS
WITHIN THE JPA**

1. Forwarding of Development Order applications from the County to the City and from the City to the County. The City and the County, within five (5) working days of receipt of any applications or preliminary plans associated with an application for a Significant Development Order within the JPA shall provide a copy of such application materials to the designated department, division or office of the other party as is designated by the other party via written correspondence to the persons described in Section 6, Article V herein. The City or the County may request a meeting to discuss the effect of such development.

The County/City staff shall provide to the City/County its comments on the matters above, within ten (10) working days of receipt of a copy of any such application. The noted time frames may be extended by consent of both parties in order for the City staff or the County staff

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to review the objecting party's comments so long as the time frames within the City ' s or the County ' s Land Development Regulations are met. If at any time the secondary jurisdiction shall consider the Development Order at a public meeting, the landowner or applicant for the proposed Development Order shall be given notice of the time, date, and place of the public meeting.

If a modification of a development order application is submitted to the primary jurisdiction, the secondary jurisdiction shall be afforded review pursuant the review time periods described herein.

2. Review of Development Applications described in 1, above. In addition to the evaluation and comments normally prepared by the City or the County agency initially accepting an application for a Development Order, any comments submitted by the agency of secondary jurisdiction in their review of the copy of a Development Order application shall be considered by the agency of primary jurisdiction in its review of the Development Order, which review shall include an examination of the relationship between the application, the City ' s and the County's Comprehensive Plans, Land Development Regulations and this Agreement.

3. When reviewing any Development Order plan(s) or application(s) for properties within the JPA that are bound by a City covenant to annex, the City staff shall provide review comments and forward such covenant to annex directly to the County. Formal review of said plan(s) or application(s) along with the permitting, inspection and the issuance of Certificates of Occupancy on such properties shall then be the responsibility of the County. Such properties shall meet the supplemental development criteria, if any, as stipulated in the City ' s covenant to annex and related agreements. The County shall not issue a Certificate of Occupancy until the

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City has approved all public infrastructure to be transferred to the City pursuant the terms established in the covenant to annex and related agreements and any additional City requirements, including concurrency, have been met, which requirements shall be forwarded to the County as part of the Development Order application review process.

4. Development Orders within the City ' s portion of the JPA. The governing and/or administrative body of the City shall consider the comments of the County for property annexed after execution of this agreement.

ARTICLE V- GENERAL PROVISIONS

1. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties executing this Agreement, 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 named party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereto; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of, and shall be binding upon, the parties hereto and their respective and express representatives, successors and assigns.

2. Renegotiation. The County or the City may call for renegotiation of this Agreement by written notice to the other party at any time. The City and the County may renegotiate this Agreement in response to changed circumstances, to seek refinement, expand or contract the JPA boundary, or alter the designated time allowances as described in this

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Agreement. Upon such written notice, for a period of 90 days thereafter, the City and the County shall attempt to renegotiate this Agreement in good faith. During that 90-day period, where either party, in its sole discretion and in good faith, determines that such renegotiations have reached an impasse, it may invoke the conflict resolution procedures set forth in Chapter 164, Florida Statutes. If no Agreement is negotiated during the 90-day period or during the conflict resolution process, the terms of this Agreement shall continue to govern and remain in full force and effect. Should the City or the County seek judicial review of this Agreement, or to enforce this Agreement, the City and the County recognize that venue will be properly located in Lake County, Florida for any action regarding this Agreement. The failure of any party to this Agreement to enforce any provision contained herein shall in no event be deemed a waiver of its rights to thereafter enforce this Agreement. Utilization of one remedy to enforce this Agreement shall not be deemed the only method by which to enforce the provisions of this Agreement.

3. Severability, Construction and Interpretation. In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, sentence, clause, or word did not exist. This Agreement was mutually negotiated by all parties who have executed the same. Consequently, it is the intent of the parties that no provision shall be more harshly construed against either party as the drafter hereof.

154/6/2006⁴ Effective Date. Prior to this Agreement, or any amendment hereto, becoming

effective, it shall be approved and executed by both parties hereto, and pursuant to Section 163.01(11), Florida Statutes (2003), this Agreement shall become effective immediately after filing of this Agreement with the Clerk of the Circuit Court of Lake County, Florida. This Agreement shall be recorded in the public Records of Lake County, Florida, and the cost thereof, if any, shall be shared equally by both governing bodies.

5. Termination and Amendment.

a. Termination.

(1) This Agreement shall renew automatically after five (5) years from the date of final adoption, and every five (5) years thereafter, unless it is terminated pursuant to paragraph 2 below.

(2) Either party may terminate this Agreement at any time by delivering written notice to the other party of its intent to terminate this Agreement at least 180 days prior to the intended date of termination.

b. Amendment. This Agreement may be amended at any time provided both parties authorize said amendment.

c. Amendment or Termination of Agreement to be in Writing. Except as provided for herein, no amendment or termination of this Agreement shall be binding on either party unless a written instrument terminating or amending this Agreement is executed by the County Commission Chairman and the Mayor after being duly authorized to do so by their respective governing bodies, and such termination or amendment shall not be effective until after it has been filed with the Clerk of the Circuit Court of Lake County, Florida. Except as set forth herein, all instruments amending or terminating this Agreement shall be recorded in the Public
164/6/2006

Records of Lake County, Florida.

6. Notice; Proper Form. Any notice to be delivered hereunder to either the City or the County by the other party shall be in writing and shall be deemed to be delivered when: (a) hand delivered to the official designated hereunder with receipt acknowledged in writing, or (b) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party at the address set forth under the party ' s name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith. Copies need not, but are encouraged to be sent pursuant to the above referenced provisions. Mere delivery of copies shall not be determined to be a compliance with the requirements hereof:

COUNTY

County Manager
Lake County Administration Building
P.O. Box 7800
315 West Main Street
Tavares, FL 32778-7800

CITY

City Manager
City of Groveland
156 S. Lake Avenue
Groveland, FL 34736

Either party to this Agreement may unilaterally amend the address or designee to whom notices are to be delivered by providing notice to the other party as provided herein.

7. Rules of Construction. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles or catchlines for articles, sections, or subsections herein are used for ease in reading this Agreement, and the subtitles or catchlines do not form a substantive part of this Agreement for purposes of interpretation. This Agreement shall be liberally interpreted to achieve its goals and

purposes
1/7/06/2006

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman, duly authorized to execute same by Board action on the _____ day of _____, 2006, and the CITY through its City Council, signing by and through its Mayor, duly authorized to execute same by Council action on the _____ day of _____, 2006.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

James C. Watkins, Clerk
of the Board of County
Commissioners of Lake County, Florida

? Chairman
This _____ day of _____,
2006.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

CITY

ATTEST:

Ralph Hester, City Manager

James Smith, Mayor
This _____ day of _____, 2006.

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Approved as to form and legality:

Anita Geraci, City Attorney

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