JOINT PLANNING INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY
AND
THE TOWN OF MONTVERDE, FLORIDA

This Joint Planning Interlocal Agreement is made and entered into between Lake County, Florida, a political subdivision of the State of Florida ("County") and the Town of Montverde, Florida, a Florida municipal corporation ("Town").

PREAMBLE

WHEREAS, County and Town recognize that proper intergovernmental coordination is essential for sound growth management, pursuant to Section 163.01 Florida Statutes and the County and Town have the authority to enter into a Joint Planning Agreement and jointly exercise their powers pursuant to the Act in general and subsections 163.3171 (1) and (3) Florida Statutes; and,

WHEREAS, comprehensive plans for the Town and the County must be consistent with each other, the Regional Policy Plan and the State Comprehensive Plan; and,

WHEREAS, Part II of Chapter 163, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act (the "Act"), Rule 9J-5, Florida Administrative Code, address the need for an efficient and orderly system of planning and growth management by and among governmental entities and subdivisions thereof to ensure a pattern of logical growth while preserving and enhancing the public welfare; and,

WHEREAS, Chapter 187, Florida Statutes, the State Comprehensive Plan, requires local governments to direct development to those areas which have in place the land resources, water resources and service capacity 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, urban services are more efficiently provided when the area served is compact and contiguous and the planned orderly expansion of established infrastructure, including but not limited to, public safety, transportation, water and wastewater, creates economies of scale when densities needed to support the added services are planned for, thus lowering the cost of expanding, operating and maintaining these vital systems; and,

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

WHEREAS, the area depicted on Exhibit "A" is an area which is immediately adjacent to the current Town limits and includes all areas likely to be annexed to and to become a part of the Town (the "Joint Planning Area"). County and Town intend that as such area develops in the future with Town utilities, it will be developed in a way that will be consistent with the standards of Town, while at the same time not being inconsistent with the standards of County, and

WHEREAS, the Town and County have determined that identifying the Joint Planning Area and insuring that such area is developed in a consistent way will support the planning for adequate services, school and recreation planning, intergovernmental coordination and cooperation, economical provision of services and adequate utilization of existing infrastructure while minimizing the fiscal impacts on the current residents of Town and County; and,

WHEREAS, the Joint Planning Area depicted in Exhibit "A" represents areas of logical urban expansion, contiguous to the current corporate limits and is not in conflict with urban service provision areas adopted by adjacent municipalities or Historic Village Designations; The Town acknowledges and supports the boundaries of the Ferndale Historic Village Designation as shown in Exhibit "A": and,

WHEREAS, Town and County after consultation with their departmental staffs, have determined that the lands included in the Joint Planning Area meet or exceed the land area the Town could reasonably anticipate annexing during the term of this Agreement; and,

WHEREAS, Town has determined that no reasonable opportunity for municipal expansion is thereby waived by the Agreement, but rather that this Agreement represents a mechanism for provision of orderly growth and development consistent with the mandates of the State Comprehensive Plan and the Local Government Comprehensive Planning and Land Development Regulation Act; and,

WHEREAS, Town and County can proactively designate areas for appropriate and timely development through a joint planning effort, ready provision of urban services and by implementing procedures for the timely review and processing of annexation and development proposals; and,

WHEREAS, consistent with Chapter 9J-5.006(5)(1), in a cooperative planning process the Town and County and its other municipalities shall employ innovative and flexible planning such as mandatory clustering and mandatory open space preservation and mixed use development within the Joint Planning Area that allows the timely conversion of rural and agricultural lands to other uses while protecting environmentally sensitive areas, maintaining the economic viability of agriculture and other predominantly rural land uses, and providing for the cost-efficient delivery of public facilities and services as methods to promote sustainable development and discourage urban sprawl; and,

WHEREAS, Town and County wish to agree on efficient and cost effective methods to provide other municipal services to those areas within the Joint Planning Area that may remain unincorporated; and,

WHEREAS, Town and the County wish to agree on certain procedures for the timely review and processing of annexation and development proposals within those areas identified in Exhibit "A"; and,

WHEREAS, there is no intent for this Agreement to restrict the Town's or County's authority to amend its Land Development Regulations, Comprehensive Plan or otherwise to make land use decisions for lands now or hereafter within the corporate boundaries of the Town or County; and,

WHEREAS, this Agreement provides Town and County with opportunities to renegotiate the Agreement in response to changed circumstances, including the ability to

seek refinement or expansion of the Joint Planning Area boundary during or after the five years from the date of adoption; and,

WHEREAS, it is planned that the provisions and covenants in this Agreement will be incorporated into the Goals, Objectives and Policies of the Town and County's Comprehensive Plans and the Town and County Land Development Regulations thus providing a process and a means for the mitigation of such significant extra-jurisdictional impact; and,

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Town and the County agree with each other to create and participate in the following Joint Planning Agreement as if fully set forth below.

ARTICLE I - INCORPORATION OF PREAMBLE

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 within Florida Statutes.

ARTICLE II - DEFINITIONS

1. Act. Means and refers to 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.

2. Agreement. Means and refers to this Joint Planning Area Agreement, as the same may be amended or supplemented as provided for herein.

3. Town. Means the Town of Montverde, a Florida municipal corporation.

4. "Town of Montverde Utility Services Area" (Exhibit "B"). Means the area where the Town proposes to provide utility services pursuant to Chapter 180 of the Florida Statutes, as amended.

5. Town Council. Means the elected legislative governing board of the Town of Montverde and referred to as the "Montverde Town Council."

6. Town Comprehensive Plan. Means the comprehensive plan adopted pursuant to the Act, by Town Ordinance no. _____, and as may have been otherwise amended or may, in the future, be amended from time to time.

7. Collector Road. Is as defined in the Definitions of the County Land Development Regulations, as may be amended or superseded from time to time.

8. County Comprehensive Plan. Means and refers in the case of the County to the County's Comprehensive Plan, adopted pursuant to the Act, as amended from time to time.

9. County Commission. Means the elected legislative governing board of Lake County referred to as the "Board of County Commissioners of Lake County."

10. County. Means Lake County, Florida, a political subdivision of the State of Florida.

11. County-Maintained Roads. (See Exhibit "C"). Refers to roadways defined as local, collector or arterial or segments thereof, along with associated drainage facilities, which may or may not have been transferred to the County for maintenance responsibilities by the State of Florida as oriented in Chapter 335, Florida Statutes, as amended or superseded from time to time.

12. Development. Shall be defined as set forth in Florida Statutes, as amended or superseded from time to time.

13. Enclave. Means any unincorporated improved or developed area that is enclosed within, and bounded on all sides by: 1. the Town of Montverde, or 2. Any incorporated improved or developed area that is enclosed within and bounded by, a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.

14. Future Land Use Element. Means and refers to that section of either the Town's or the County's Comprehensive Plan, which includes all of the requirements of Florida Statutes, as the same may be amended or renumbered from time to time.

15. Governing Body. Means in the case of the County, the Board of County Commissioners, and in the case of the Town, the Town of Montverde Town Council.

16. Infrastructure or Utility Improvements. Means any proposed sewer, water, right-of-way or roadway improvement plans, electric, gas, telecommunications, parks, open

space improvements, public building, public utilities, public drainage and retention conveyance structures owned and operated by a local government or private entity.

17. Joint Planning Area. Means and refers to that area depicted in Exhibit "A."

18. JPA. Means the Joint Planning Area.

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

20. Land Development Regulations. Means ordinances enacted by the Town or the County for the regulation of any aspect of Development.

21. Local Planning Agency. Means the recommending agency appointed by the Board of County Commissioners or Town Council to review comprehensive plan and Land Development Regulations (LDR) amendments thereto and designated as the "local planning agency" pursuant to Florida Statutes.

22. 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 Town, 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.

19. Pre-annexation Agreement. Means any agreement entered into by property owners or stewards and the Town of Montverde that obligates property owned by the same be annexed by the Town of Montverde within a specified amount of time or upon becoming contiguous to the Town limits.

ARTICLE III – DESIGNATION AND DEFINITION OF JOINT PLANNING AREA

1. Joint Planning Area Created. The area identified in "Exhibit A" shall be designated as the Joint Planning Area.

2. County and Town will use their best efforts to incorporate the boundaries of the Joint Planning Area into the Future Land Use Maps of their respective plans and to including the terms and conditions stated herein. County and Town will use their best efforts to amend their Land Development Regulations to incorporate the terms and conditions stated herein.

3. It is the intent of Town and County that the comprehensive plans of Town and County shall ensure that the lands in the Joint Planning Area are developed consistent with development within Town and at the same time to develop in a way that will ensure efficient provision of public infrastructure and services in this area. The amendments contemplated in 2, above, shall cover growth management issues and may include, but are not limited to, the following topics:

- Timing of urban growth
- Density of urban and pre-urban areas
- Limiting private utility providers to areas outside the JPA
- Environmental resource management
- Innovative and flexible planning such as mixed-use, clustering and open space provisions
- Planning for the Green Mountain Scenic By-way (County Road 455)
- Proposed Lake Apopka Loop Trail

4. It is the intent of Town and County that the Land Development Regulations of Town and County shall ensure that the lands in the Joint Planning Area are developed consistent with development within the Town. In order to accomplish this goal, Town and County may agree to amendments to the Land Development Regulations and create a unified development code, which shall apply within Town and the Joint Planning Area. The Town and County staffs shall recommend to the Town Council and County Commission, amendments to Town and County Land Development, establishing standards for Development within Town and the Joint Planning Area. The standards shall incorporate the standards from current Town and County standards that meet or exceed the standards currently applied.

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

a. 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 those roads specifically exempted from this Agreement as identified in Exhibit "C," the Town 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, and any such transfers shall be pursuant to a separate ROW Transfer Agreement or else title paragraph "ROW Transfer Agent," so it is automatic but authorized by agent.

ARTICLE IV – PROCEDURES FOR REVIEWING AND COMMENTING ON DEVELOPMENT ORDERS

1. Forwarding of Development Order Applications from the County to Town and Town to County. The Town and 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, or within the Town if such Development Order would have significant impacts on transportation or other infrastructure in the JPA, shall provide a copy of such application materials to the designated department, division or office of the other party as described in Section 6, Article IV herein. For the purposes of this agreement, a significant Development Order shall not mean single family residential building permits or minor commercial building permits, but is intended to mean those Development Orders for which site plan approval or subdivision approval or greater is required, including but not limited to cell phone towers. The Town or County may request a meeting to discuss the effect of such development on the neighboring jurisdiction subject to this Agreement.

The County/Town staff shall provide to the Town/County its comments on the matters above, within ten (10) working days of receipt of a copy of said applications. The noted time frames may be extended by consent of both parties in order for the Town staff and the County staff to review the objecting party's comments so long as the time frames within Town or County's Land Development Regulations are complied with. If at any time the secondary jurisdiction shall consider the Development Order at a public meeting, the landowner or applicants for the proposed Development Order shall be given notice of the time, date, and place of the public meeting of the elected body of secondary jurisdiction.

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 customarily prepared by the Town or County agency initially accepting an application for a Development Order, any comments forwarded (cell towers on water tower, arrays on existing structure) by the agency of secondary jurisdiction in their review of the copy of said Development Order application shall be considered by the agency of primary jurisdiction in its review of said Development Order including examination of the relationship between the application, the Town and County's Comprehensive Plans and this Agreement.

3. When reviewing any Development Order plans/applications for properties within the JPA that are bound by a Town of Montverde Pre-annexation Agreement, the Town staff shall provide review comments and forward such Pre-annexation Agreement directly to the County. Formal review of said plans/applications 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 Town of Montverde Pre-annexation Agreement. The County shall not issue a Certificate of Occupancy until the Town has approved all public infrastructure to be transferred to the Town pursuant the terms established in the Pre-annexation Agreement and any additional Town

requirements, including concurrency, shall be forwarded to the County as part of the Development Order application review process.

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 of 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 all and shall be binding upon the parties hereto and their respective and express representatives, successors and assigns.

2. Renegotiation. The County or Town may call for renegotiation of this Agreement by written notice to the other party at any time during or after a period of five (5) years from the date of adoption. The Town or 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 Agreement. Upon written notice, for a period of 90 days thereafter, the Town 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 Town or the County seek judicial review of this Agreement, or to enforce this Agreement, the Town 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 beheld 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, subsection, 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.

4. 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 Florida Statutes, 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.

5. Termination and Amendment.

a. Termination.

(1) This Interlocal Agreement shall automatically renew after five (5) years from the date of final adoption unless terminated as provided herein.

(2) Either party may terminate this Agreement with no less than sixty (60) days notification given to the respective party. Thereupon, a written notice of termination shall be executed by both parties to this Agreement, filed with the Clerk of the Circuit Court and recorded in the Public Records of Lake County, Florida.

b. Amendment. This Agreement, including the Comprehensive Plan and Land Development Regulations of the JPA, may be amended at any time provided that a majority of both Town and County governing bodies 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 Town 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 Records of Lake County, Florida.

6. Notice Under this Article; Proper Form. Any notice to be delivered hereunder to either the Town 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 designate 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 opposite the party's name below, or at such other address as the party shall have specified by 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	MUNICIPALITY
County Manager	Mayor
Lake County Administration Building A	Town of Montverde
P.O. Box 7800	P.O. Box 560008
315 West Main Street	Montverde, FL
Tavares, FL 32778-7800	34756

Either party to this Agreement may unilaterally amend this by revising 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.

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

COUNTY

ATTEST:

LAKE COUNTY, through its BOARD OF COMMISSIONERS

_____

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

_____

Catherine Hanson, Chairman

This _____ day of _____, 2006

Approved as to form and legality:

_____

Sanford A. Minkoff
County Attorney

MUNICIPALITY

ATTEST:

TOWN OF MONTVERDE, through its TOWN COUNCIL

_____

Wayne Nichols, Town Clerk
Town of Montverde

_____

Dale Heathman, Mayor

This _____ day of _____, 2006

Approved as to form and legality:

_____

Ms. Mary Sneed
Town Attorney