

LAKE COUNTY  
RECORDING FEES 69.00  
TRUST FUND 9.00

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JOINT PLANNING INTERLOCAL AGREEMENT  
BETWEEN  
LAKE COUNTY  
AND  
THE CITY OF CLERMONT, 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 City of Clermont, Florida, a Florida municipal corporation ("City").

PREAMBLE

WHEREAS, County and City recognize that proper intergovernmental coordination is essential for sound growth management, pursuant to Section 163.01 Florida Statutes and the County and City 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 City and the County must be consistent with each other, the Regional Comprehensive 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 logical growth while preserving and enhancing the public welfare; and,

WHEREAS, 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,

R. Board Support  
Quimette

1           WHEREAS, urban services are more efficiently provided when the area served  
2 is compact and contiguous and the planned orderly expansion of established  
3 infrastructure, including but not limited to, public safety, transportation, water and  
4 wastewater, creates economies of scale when densities support the added services, thus  
5 discouraging urban sprawl development patterns, lowering the cost of expanding,  
6 operating and maintaining these vital systems; and,

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

10           WHEREAS, the area depicted on Exhibit "A" is an area which is adjacent to the  
11 current city limits and includes areas that may be annexed to and become a part of the  
12 City (the "Joint Planning Area") and the County and City intend that if such area  
13 develops in the future, that it will be developed consistent with the standards of the City,  
14 as well as being consistent with the standards of County, and

15           WHEREAS, the City and County have determined that identifying the Joint  
16 Planning Area and insuring that such area if developed will be designed in a way which  
17 shall support planning for adequate services, school and recreation planning,  
18 intergovernmental coordination and cooperation, the economical provision of services  
19 and utilization of existing infrastructure while minimizing the fiscal impacts on the  
20 current and future residents of City and County; and,

21           WHEREAS, the Joint Planning Area depicted in Exhibit "A" represents areas of  
22 logical urban expansion, with the exception of the designated Green Swamp Area of  
23 Critical State Concern, contiguous to the current corporate limits and is not in conflict  
24 with urban service provision areas adopted by adjacent municipalities; and,

25           WHEREAS, City and County after consultation with their departmental staffs, have  
26 determined that the lands included in the Joint Planning Area meet or exceed the land  
27 area the City may annex; and,

28           WHEREAS, City has determined that no reasonable opportunity for municipal  
29 expansion is thereby waived by the Agreement, but rather that this Agreement represents  
30 a mechanism for provision of orderly growth and development consistent with the  
31 mandates of the State Comprehensive Plan and the Growth Management Act; and,

1 WHEREAS, City and County can proactively designate areas for appropriate and  
2 timely development through a joint planning effort, ready provision of urban services and  
3 implement procedures for the timely review and processing of annexation and  
4 development proposals; and,

5 WHEREAS, consistent with Chapter 9J-5.006(5)(1), in a cooperative planning  
6 process the City and County will encourage innovative and flexible planning design  
7 practices such as “clustering and mixed use developments” to ensure the preservation of  
8 open space while protecting environmentally sensitive areas, maintaining the economic  
9 viability of agriculture and other predominantly rural land uses, and providing for the  
10 cost-efficient delivery of public facilities and services as methods to promote sustainable  
11 development and discourage urban sprawl; and,

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

15 WHEREAS, City and the County wish to agree on certain procedures for the timely  
16 review and processing of annexation and development proposals within those areas  
17 identified in Exhibit “A”; and,

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

22 WHEREAS, this Agreement provides City and County with opportunities to  
23 renegotiate the Agreement in response to changed circumstances, including the ability to  
24 seek refinement or expansion of the Joint Planning Area boundary during or after the five  
25 years from the date of adoption; and,

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

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

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ARTICLE I - INCORPORATION OF PREAMBLE

10 Incorporation of Preamble. The Preamble above is true and correct and is  
11 incorporated into this Agreement as is fully set forth below. This Agreement shall be  
12 considered an Interlocal Agreement pursuant to the authority within Florida Statutes.

13

ARTICLE II - DEFINITIONS

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- 16 1. Act. Means and refers to the "Local Government Comprehensive Planning and  
17 Land Development Regulation Act" set forth in Section 163.3161 et. Seq., Florida  
18 Statutes as the same may be amended or superseded from time to time.
- 19 2. Agreement. Means and refers to this Joint Planning Area Agreement, as the same  
20 may be amended or supplemented as provided for herein.
- 21 3. City. Means the City of Clermont, a Florida municipal corporation.
- 22 4. "City of Clermont Utility Service Area" (Exhibit "B"). Means the area where the  
23 City proposes to provide utility services pursuant to Chapter 180 of the Florida Statutes,  
24 as amended.
- 25 5. City Council. Means the elected legislative governing board of the City of  
26 Clermont and referred to as the "Clermont City Council."
- 27 6. City Comprehensive Plan. Means the comprehensive plan adopted pursuant to  
28 the Act, by City Ordinance no. 440-M, and as may have been otherwise amended or may,  
29 in the future, be amended from time to time.
- 30 7. Collector Road. Is as defined in the Definitions of the County Land Development  
31 Regulations, as may be amended or superseded from time to time.

- 1 8. County Comprehensive Plan. Means and refers in the case of the County to the  
2 County's Comprehensive Plan, adopted pursuant to the Act, as amended from time to  
3 time.
- 4 9. County Commission. Means the elected legislative governing board of Lake  
5 County referred to as the "Board of County Commissioners of Lake County."
- 6 10. County. Means Lake County, Florida, a political subdivision of the State of  
7 Florida.
- 8 11. County-Maintained Roads. (See Exhibit "C"). Refers to roadways defined as  
9 local, collector or arterial or segments thereof, along with associated drainage facilities,  
10 which may or may not have been transferred to the County for maintenance  
11 responsibilities by the State of Florida as oriented in Chapter 335, Florida Statutes, as  
12 amended or superseded from time to time.
- 13 12. Development. Shall be defined as set forth in Florida Statutes, as amended or  
14 superseded from time to time.
- 15 13. Enclave. Means any unincorporated improved or developed area that is enclosed  
16 within and bounded on all sides by: 1. The City of Clermont, or 2. Any incorporated  
17 improved or developed area that is enclosed within and bounded by a single municipality  
18 and a natural or manmade obstacle that allows the passage of vehicular traffic to  
19 that unincorporated area only through the municipality.
- 20 14. Future Land Use Element. Means and refers to that section of either the City's or  
21 the County's Comprehensive Plan, which includes all of the requirements of Florida  
22 Statutes, as the same may be amended or renumbered from time to time.
- 23 15. Governing Body. Means in the case of the County, the Board of County  
24 Commissioners, and in the case of the City, the City of Clermont City Council.
- 25 16. Infrastructure or Utility Improvements. Means any proposed sewer, water, and  
26 right-of-way or roadway improvement plans, electric, gas, telecommunications, parks,  
27 open space improvements, public building, public utilities, public drainage and retention  
28 conveyance structures owned and operated by a local government or private entity.
- 29 17. Joint Planning Area. Means and refers to that area depicted in Exhibit "A."
- 30 18. JPA. Means the Joint Planning Area.

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

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

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

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

14 23. Pre-annexation Agreement. Means any agreement entered into by property  
 15 owners or stewards and the City of Clermont that obligates property owned by the same  
 16 be annexed by the City of Clermont within a specified amount of time or upon becoming  
 17 contiguous to the City limits.

18

19 ARTICLE III – DESIGNATION AND DEFINITION OF JOINT PLANNING AREA

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

23 2. County and City will use their best efforts to incorporate the boundaries of  
 24 the Joint Planning Area into the Future Land Use Maps of their respective plans and to  
 25 include the terms and conditions stated herein. County and City will use their best efforts  
 26 to amend their Land Development Regulations to incorporate the terms and conditions  
 27 stated herein.

28 3. It is the intent of City and County that the comprehensive plans of City  
 29 and County shall ensure that the lands in the Joint Planning Area if developed are  
 30 designed to be consistent with development within City and developed in a manner that  
 31 will ensure efficient provision of public infrastructure and services in this area. The

1 amendments contemplated in 2, above, shall cover growth management issues and may  
2 include, but are not limited to, the following topics:

- 3 • Timing of urban growth
- 4 • Density of urban areas
- 5 • Limiting private utility providers to areas outside the JPA
- 6 • Environmental resource management
- 7 • Innovative and flexible planning such as mixed-use, clustering and open space  
8 provisions
- 9 • Transportation planning consistent with Lake County and Orange County  
10 Transportation Plans
- 11 • Planning for the Green Mountain Scenic By-way (County Road 455)

12 4. It is the intent of City and County that the Land Development Regulations  
13 of City and County shall ensure that if the lands in the Joint Planning Area are developed,  
14 they shall be designed and built consistent with development within the City. In order  
15 to accomplish this goal, City and County agree that the amendments to the Land  
16 Development Regulations are intended to create a unified development code, which shall  
17 apply within the City and the Joint Planning Area. The City and County staffs shall  
18 recommend to the City Council and County Commission, amendments to City and  
19 County Land Development, establishing standards for Development within City and the  
20 Joint Planning Area. The standards shall incorporate the standards from current City and  
21 County standards that are superior to the standards currently applied. Recommendations  
22 shall be submitted within 30 days of the adoption of this Agreement.

23 5. Planning for the Green Swamp Area of Critical State Concern

24 A. Pursuant to Chapter 380.05, Florida Statutes, all amendments to  
25 comprehensive plans and land development regulations proposed by local  
26 governments within the designated areas of critical state concern shall be  
27 reviewed and approved by the Florida Department of Community Affairs.

28 B. The County and City may submit to the Department of Community  
29 Affairs new or modified regulations and plans, provided that all  
30 amendments enhance the protection of the regionally significant resource  
31 as well as the principles set forth in the rule designating the area.

1 C. The City shall utilize both formal and informal modes of  
2 communication with the Florida Department of Community Affairs,  
3 St.Johns River Water Management District, Florida Department of  
4 Environmental Protection, Lake County and other state and local agencies  
5 that have jurisdictional authority or responsibility for regulation and  
6 management of the area to ensure the continued preservation and  
7 conservation of the protected area.

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

12 A. Terms of Annexation Related to Transfer of Infrastructure. All  
13 future municipal annexation-related transfers of infrastructure shall occur  
14 consistent with the following terms: Upon annexation of a sum greater than fifty  
15 (50%) of the existing front footage of properties abutting any subject road right-  
16 of-way, other than a State of Florida operated and maintained right-of-way,  
17 located between the two nearest collector streets (or streets with a higher  
18 classification) intersecting right-of-ways (i.e. cross streets), except those roads  
19 specifically exempted from this Agreement as identified in Exhibit "C," the City  
20 shall assume maintenance responsibility for such road right-of-way segment and  
21 associated drainage facilities not terminating at any right-of-way centerline, but  
22 between and extending to and including the above mentioned local cross street  
23 intersections, or as may be mutually designated. All such transfers of  
24 maintenance responsibility related to an annexation shall include the entire width  
25 of the right-of-way adjacent to annexed properties.  
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1 Development Order including examination of the relationship between the application,  
2 the City and County's Comprehensive Plans and this Agreement.

3 3. When reviewing any Development Order plans/applications for properties  
4 within the JPA that are bound by a City of Clermont Pre-annexation Agreement, the City  
5 staff shall provide review comments and forward a copy of such Pre-annexation  
6 Agreement directly to the County. Formal review of said plans/applications along with  
7 the permitting, inspection and the issuance of Certificates of Occupancy on such  
8 properties shall then be the responsibility of the County. Such properties shall meet the  
9 supplemental development criteria, if any, as stipulated in the City of Clermont Pre-  
10 annexation Agreement. The County shall not issue a Certificate of Occupancy until the  
11 City has approved all public infrastructures to be transferred to the City pursuant the  
12 terms established in the Pre-annexation Agreement and any additional City requirements,  
13 including concurrency, shall be forwarded to the County as part of the Development  
14 Order application review process.

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16 ARTICLE V - GENERAL PROVISIONS  
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18 1. Disclaimer of Third Party Beneficiaries. This agreement is solely for the  
19 benefit of the parties executing this Agreement, and no right or cause of action shall  
20 accrue upon or by reason hereof, to or for the benefit of any third party not a formal  
21 named party hereto. Nothing in this Agreement expressed or implied is intended or shall  
22 be construed to confer upon or give any person or corporation other than the parties  
23 hereto any right, remedy or claim under or by reason of this Agreement or any provisions  
24 or conditions hereto; and all of the provisions, representations, covenants and conditions  
25 herein contained shall inure to the sole benefit of all and shall be binding upon the parties  
26 hereto and their respective and express representatives, successors and assigns.

27 2. Renegotiation. The County or City may call for renegotiation of this  
28 Agreement by written notice to the other party at any time during or after a period of five  
29 (5) years from the date of adoption. The City or County may renegotiate this Agreement  
30 in response to changed circumstances, to seek refinement, expand or contract the JPA  
31 boundary, or alter the designated time allowances as described in this Agreement. Upon

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

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

24  
25 4. Effective Date. Prior to this Agreement, or any amendment hereto, becoming  
26 effective, it shall be approved and executed by both parties hereto, and pursuant to  
27 Florida Statutes, this Agreement shall become effective immediately after filing of this  
28 Agreement with the Clerk of the Circuit Court of Lake County, Florida. This  
29 Agreement shall be recorded in the Public Records of Lake County, Florida.  
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1 5. Termination and Amendment.

2 a. Termination.

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

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

10 b. Amendment. This Agreement, including the Comprehensive Plan  
11 and Land Development Regulations of the JPA, may be amended at any  
12 time provided that a majority of both City and County governing bodies  
13 authorize said amendment.

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

24 6. Notice Under this Article; Proper Form. Any notice to be delivered hereunder to  
25 either the City or the County by the other party shall be in writing and shall be deemed to  
26 be delivered when: (a) hand delivered to the official designate hereunder with receipt  
27 acknowledged in writing, or (b) upon receipt of such notice when deposited in the United  
28 States Mail, postage prepaid, certified or registered mail, return receipt requested,  
29 addressed to the party at the address set forth opposite the party's name below, or at such  
30 other address as the party shall have specified by encouraged to be sent pursuant to the

1 above referenced provisions. Mere delivery of copies shall not be determined to be  
2 compliance with the requirements hereof:

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COUNTY	MUNICIPALITY
County Manager	City Manager
Lake County Administration Building A	City of Clermont
P.O. Box 7800	P.O. Box 120219
315 West Main Street	Clermont, FL
Tavares, FL 32778-7800	34712-0219

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

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

20

21 IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on  
22 the respective dates under each signature: COUNTY through its Board of County  
23 Commissioners, signing by and through its Chairman, authorized to execute same by  
24 Board action on this 15<sup>th</sup> day of April, 2003, and MUNICIPALITY through its  
25 City Council, signing by and through its Mayor, duly authorized to execute same by  
26 Commission action on the 26 day of August, 2003.

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COUNTY

ATTEST

LAKE COUNTY, through its  
BOARD OF COMMISSIONERS

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



Welton Cadwell, Chairman

This 3rd day of December,  
2003

Approved as to form and legality:

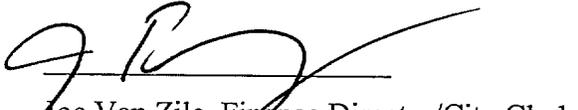


Sanford A. Minkoff  
County Attorney

MUNICIPALITY

ATTEST:

CITY OF CLERMONT, through its  
CITY COUNCIL

  
Joe Van Zile, Finance Director/City Clerk  
City of Clermont

  
Harold Turville, Mayor

This 26 day of August,  
2003

Approved as to form and legality:



Robert Guthrie  
City Attorney

# CLERMONT JPA

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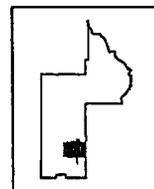
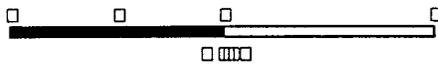
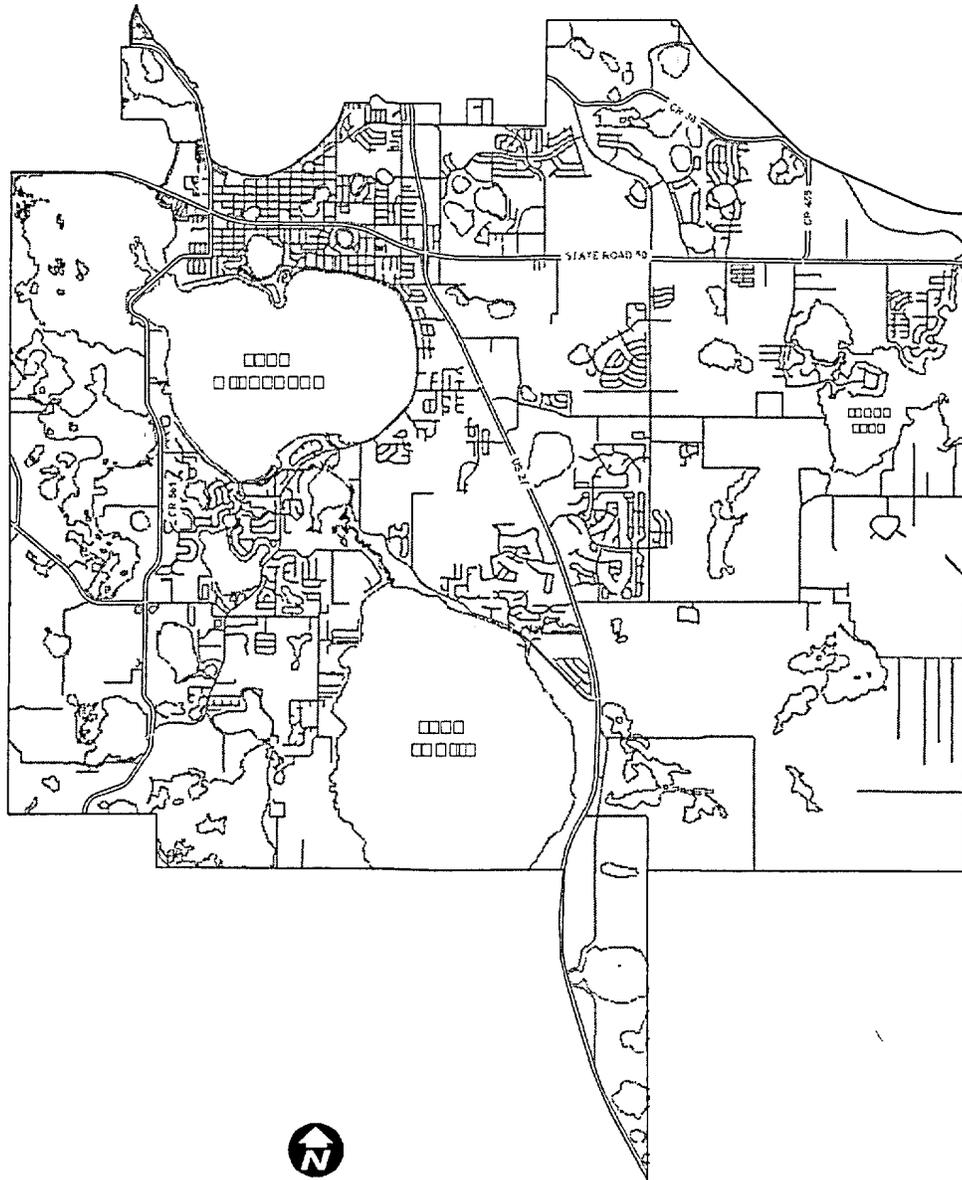


EXHIBIT "A"

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### F.S. 180 Service Area

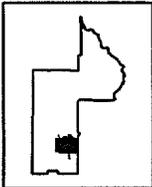
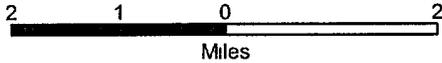
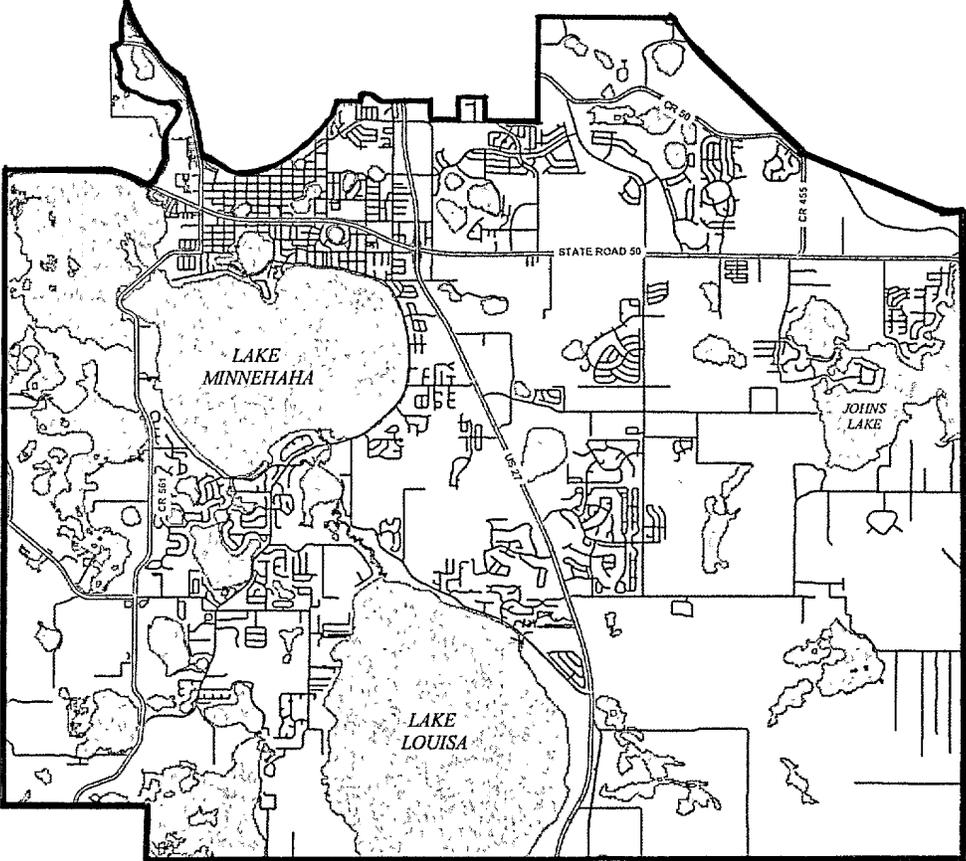


EXHIBIT "B"

## **Exhibit "C"**

**The following roadways will continue to be maintained by Lake County:**

**CR 561**

**CR 561A**

**Citrus Tower Blvd.**

**South Clermont Connector**

**Hancock Rd.**

**Hartle Rd.**

**Hartwood-Marsh Rd.**

**Johns Lake Rd.**

**Existing clay roads**