

1 JOINT PLANNING INTERLOCAL AGREEMENT  
2 BETWEEN  
3 LAKE COUNTY  
4 AND  
5 THE TOWN OF MONTVERDE, FLORIDA  
6

7 This Joint Planning Interlocal Agreement is made and entered into between Lake  
8 County, Florida, a political subdivision of the State of Florida ("County") and the Town  
9 of Montverde, Florida, a Florida municipal corporation ("Town").  
10

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

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

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

27 WHEREAS, Chapter 187, Florida Statutes, the State Comprehensive Plan,  
28 requires local governments to direct development to those areas which have in place the  
29 land resources, water resources and service capacity to accommodate growth in an  
30 environmentally acceptable manner and use incentives and disincentives to achieve a  
31 separation of urban and rural land uses; and,

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 needed to support the added  
5 services are planned for, thus lowering the cost of expanding, operating and maintaining  
6 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 immediately  
11 adjacent to the current Town limits and includes all areas likely to be annexed to and to  
12 become a part of the Town (the "Joint Planning Area"). County and Town intend that as  
13 such area develops in the future with Town utilities, it will be developed in a way that  
14 will be consistent with the standards of Town, while at the same time not being  
15 inconsistent with the standards of County, and

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

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

25           WHEREAS, Town 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 Town could reasonably anticipate annexing during the term of this Agreement;  
28 and,

29           WHEREAS, Town has determined that no reasonable opportunity for municipal  
30 expansion is thereby waived by the Agreement, but rather that this Agreement represents  
31 a mechanism for provision of orderly growth and development consistent with the

1 mandates of the State Comprehensive Plan and the Local Government Comprehensive  
2 Planning and Land Development Regulation Act; and,

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

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

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

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

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

26 WHEREAS, this Agreement provides Town and County with opportunities to  
27 renegotiate the Agreement in response to changed circumstances, including the ability to  
28 seek refinement or expansion of the Joint Planning Area boundary during or after the five  
29 years from the date of adoption; and,

30 WHEREAS, it is planned that the provisions and covenants in this Agreement will be  
31 incorporated into the Goals, Objectives and Policies of the Town and County's

1 Comprehensive Plans and the Town and County Land Development Regulations thus  
2 providing a process and a means for the mitigation of such significant extra-jurisdictional  
3 impact; and,

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

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10 ARTICLE I - INCORPORATION OF PREAMBLE  
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13 Incorporation of Preamble. The Preamble above is true and correct and is  
14 incorporated into this Agreement as if fully set forth below. This Agreement shall be  
15 considered an Interlocal Agreement pursuant to the authority within Florida Statutes.  
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17 ARTICLE II - DEFINITIONS  
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- 19 1. Act. Means and refers to the "Local Government Comprehensive Planning and  
20 Land Development Regulation Act" set forth in Section 163.3161 et. Seq., Florida  
21 Statutes as the same may be amended or superseded from time to time.
- 22 2. Agreement. Means and refers to this Joint Planning Area Agreement, as the same  
23 may be amended or supplemented as provided for herein.
- 24 3. Town. Means the Town of Montverde, a Florida municipal corporation.
- 25 4. "Town of Montverde Utility Services Area" (Exhibit "B"). Means the area where  
26 the Town proposes to provide utility services pursuant to Chapter 180 of the Florida  
27 Statutes, as amended.
- 28 5. Town Council. Means the elected legislative governing board of the Town of  
29 Montverde and referred to as the "Montverde Town Council."
- 30 6. Town Comprehensive Plan. Means the comprehensive plan adopted pursuant to  
31 the Act, by Town Ordinance no. \_\_\_\_\_, and as may have been otherwise amended or  
32 may, in the future, be amended from time to time.

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

- 1 18. JPA. Means the Joint Planning Area.
- 2 19. JPA Map. Means and refers to the map attached hereto and incorporated herein by  
3 reference as Exhibit "A," which designated parcels of land encompassed by this  
4 Agreement.
- 5 20. Land Development Regulations. Means ordinances enacted by the Town or the  
6 County for the regulation of any aspect of Development.
- 7 21. Local Planning Agency. Means the recommending agency appointed by the  
8 Board of County Commissioners or Town Council to review comprehensive plan and  
9 Land Development Regulations (LDR) amendments thereto and designated as the "local  
10 planning agency" pursuant to Florida Statutes.
- 11 22. Parcel of Land. Means any quantity of land capable of being described with such  
12 precision or exactness that its location and boundaries may be established, which is  
13 designated by the Town, by the County, or by its owner or developer as land to be used,  
14 or developed as, a unit or which has been used or developed as a unit.
- 15 19. Pre-annexation Agreement. Means any agreement entered into by property  
16 owners or stewards and the Town of Montverde that obligates property owned by the  
17 same be annexed by the Town of Montverde within a specified amount of time or upon  
18 becoming contiguous to the Town limits.

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20 ARTICLE III – DESIGNATION AND DEFINITION OF JOINT PLANNING AREA

21

- 22 1. Joint Planning Area Created. The area identified in "Exhibit A" shall be  
23 designated as the Joint Planning Area.
- 24 2. County and Town will use their best efforts to incorporate the boundaries  
25 of the Joint Planning Area into the Future Land Use Maps of their respective plans and to  
26 including the terms and conditions stated herein. County and Town will use their best  
27 efforts to amend their Land Development Regulations to incorporate the terms and  
28 conditions stated herein.
- 29 3. It is the intent of Town and County that the comprehensive plans of Town  
30 and County shall ensure that the lands in the Joint Planning Area are developed consistent  
31 with development within Town and at the same time to develop in a way that will ensure

1 efficient provision of public infrastructure and services in this area. The amendments  
2 contemplated in 2, above, shall cover growth management issues and may include, but  
3 are not limited to, the following topics:

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

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

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

25 a. Terms of Annexation Related to Transfer of Infrastructure. All  
26 future municipal annexation-related transfers of infrastructure shall occur  
27 consistent with the following terms: Upon annexation of a sum greater than fifty  
28 (50%) of the existing front footage of properties abutting any subject road right-  
29 of-way, other than a State of Florida operated and maintained right-of-way,  
30 located between the two nearest collector streets (or streets with a higher  
31 classification) intersecting right-of-ways (i.e. cross streets), except those roads

1 specifically exempted from this Agreement as identified in Exhibit "C," the Town  
2 shall assume maintenance responsibility for such road right-of-way segment and  
3 associated drainage facilities not terminating at any right-of-way centerline, but  
4 between and extending to and including the above mentioned local cross street  
5 intersections, or as may be mutually designated. All such transfers of  
6 maintenance responsibility related to an annexation shall include the entire width  
7 of the right-of-way adjacent to annexed properties, and any such transfers shall be  
8 pursuant to a separate ROW Transfer Agreement or else title paragraph "ROW  
9 Transfer Agent," so it is automatic but authorized by agent.

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11 ARTICLE IV – PROCEDURES FOR REVIEWING AND COMMENTING ON  
12 DEVELOPMENT ORDERS

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14 1. Forwarding of Development Order Applications from the County to Town  
15 and Town to County. The Town and County, within five (5) working days of receipt of  
16 any applications or preliminary plans associated with an application for a significant  
17 Development Order within the JPA, or within the Town if such Development Order  
18 would have significant impacts on transportation or other infrastructure in the JPA, shall  
19 provide a copy of such application materials to the designated department, division or  
20 office of the other party as described in Section 6, Article IV herein. For the purposes of  
21 this agreement, a significant Development Order shall not mean single family residential  
22 building permits or minor commercial building permits, but is intended to mean those  
23 Development Orders for which site plan approval or subdivision approval or greater is  
24 required, including but not limited to cell phone towers. The Town or County may  
25 request a meeting to discuss the effect of such development on the neighboring  
26 jurisdiction subject to this Agreement.

27 The County/Town staff shall provide to the Town/County its comments on the  
28 matters above, within ten (10) working days of receipt of a copy of said applications. The  
29 noted time frames may be extended by consent of both parties in order for the Town staff  
30 and the County staff to review the objecting party's comments so long as the time frames  
31 within Town or County's Land Development Regulations are complied with. If at any

1 time the secondary jurisdiction shall consider the Development Order at a public meeting,  
2 the landowner or applicants for the proposed Development Order shall be given notice of  
3 the time, date, and place of the public meeting of the elected body of secondary  
4 jurisdiction.

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

8 2. Review of Development Applications described in 1, above. In addition  
9 to the evaluation and comments customarily prepared by the Town or County agency  
10 initially accepting an application for a Development Order, any comments forwarded cell  
11 towers on water tower, arrays on existing structure) by the agency of secondary  
12 jurisdiction in their review of the copy of said Development Order application shall be  
13 considered by the agency of primary jurisdiction in its review of said Development Order  
14 including examination of the relationship between the application, the Town and  
15 County's Comprehensive Plans and this Agreement.

16 3. When reviewing any Development Order plans/applications for properties  
17 within the JPA that are bound by a Town of Montverde Pre-annexation Agreement, the  
18 Town staff shall provide review comments and forward such Pre-annexation Agreement  
19 directly to the County. Formal review of said plans/applications along with the  
20 permitting, inspection and the issuance of Certificates of Occupancy on such properties  
21 shall then be the responsibility of the County. Such properties shall meet the  
22 supplemental development criteria, if any, as stipulated in the Town of Montverde Pre-  
23 annexation Agreement. The County shall not issue a Certificate of Occupancy until the  
24 Town has approved all public infrastructure to be transferred to the Town pursuant the  
25 terms established in the Pre-annexation Agreement and any additional Town  
26 requirements, including concurrency, shall be forwarded to the County as part of the  
27 Development Order application review process.

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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.

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

11           4.       Effective Date. Prior to this Agreement, or any amendment hereto,  
12 becoming effective, it shall be approved and executed by both parties hereto, and  
13 pursuant to Florida Statutes, this Agreement shall become effective immediately after  
14 filing of this Agreement with the Clerk of the Circuit Court of Lake County, Florida.  
15 This Agreement shall be recorded in the Public Records of Lake County, Florida.

16           5.       Termination and Amendment.

17           a.       Termination.

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

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

26           b.       Amendment. This Agreement, including the Comprehensive Plan  
27 and Land Development Regulations of the JPA, may be amended at any  
28 time provided that a majority of both Town and County governing bodies  
29 authorize said amendment.

30           c.       Amendment or Termination of Agreement to be in Writing. Except  
31 as provided for herein, no amendment or termination of this Agreement

1 shall be binding on either party unless a written instrument terminating or  
2 amending this Agreement is executed by the County Commission  
3 Chairman and the Town Manager after being duly authorized to do so by  
4 their respective governing bodies, and such termination or amendment  
5 shall not be effective until after it has been filed with the Clerk of the  
6 Circuit Court of Lake County, Florida. Except as set forth herein, all  
7 instruments amending or terminating this Agreement shall be recorded in  
8 the Public Records of Lake County, Florida.

9 6. Notice Under this Article; Proper Form. Any notice to be delivered  
10 hereunder to either the Town or the County by the other party shall be in writing and  
11 shall be deemed to be delivered when: (a) hand delivered to the official designate  
12 hereunder with receipt acknowledged in writing, or (b) upon receipt of such notice when  
13 deposited in the United States Mail, postage prepaid, certified or registered mail, return  
14 receipt requested, addressed to the party at the address set forth opposite the party's name  
15 below, or at such other address as the party shall have specified by encouraged to be sent  
16 pursuant to the above referenced provisions. Mere delivery of copies shall not be  
17 determined to be a compliance with the requirements hereof:

18

<u>COUNTY</u>	<u>MUNICIPALITY</u>
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

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

29 7. Rules of Construction. As used in this Agreement, the plural includes the  
30 singular, and the singular includes the plural. Use of one gender includes all genders.  
31 Subtitles or catchlines for articles, sections, or subsections herein are used for ease in  
32 reading this Agreement, and the subtitles or catchlines do not form a substantive part of

1 this Agreement for purposes of interpretation. This Agreement shall be liberally  
2 interpreted to achieve its goals and purposes.

3

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

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COUNTY

ATTEST:

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

Approved as to form and legality:

\_\_\_\_\_  
Sanford A. Minkoff  
County Attorney

MUNICIPALITY

ATTEST:

\_\_\_\_\_  
Wayne Nichols, Town Clerk  
Town of Montverde

Approved as to form and legality:

\_\_\_\_\_  
Ms. Mary Sneed  
Town Attorney

LAKE COUNTY, through its  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Catherine Hanson, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_,  
2006

TOWN OF MONTVERDE, through  
its  
TOWN COUNCIL

\_\_\_\_\_  
Dale Heathman, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_,  
2006