

**CITY COUNCIL
WORK SESSION
MINUTES
MAY 22, 2023**



**City Hall
510 N. Baker St.
Mount Dora 32757
6:30 p.m.**

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called to order at 6:30 p.m. the City Council Work Session regarding Joint Planning Agreements.

ROLL CALL

Members Present

Crissy Stile, Mayor
Marc Crail, Vice Mayor
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Vince Sandersfeld, Planning Director
Michele Janiszewski, Senior Planner
Rita Meade, Finance Director

DISCUSSION ITEMS

1. Joint Planning Agreement (JPA) and Utility Services

Planning Director Vince Sandersfeld explained the reasons for the work session, reviewed the purposes of JPAs, Comprehensive Plans, and their implications for the City. He described what would take place during the work session.

Senior Planner Michele Janiszewski presented a PowerPoint (attached the minutes as Exhibit A) which included a general background on JPAs, the details of the City's JPA with Orange County, and the details of the City's JPA with Lake County. She reviewed the history of the City's JPA with Lake County, the contents of the current JPA, the JPA review process, the status of the Mount Dora/Lake County JPA, and the draft of the Lake County JPA.

Ms. Janiszewski reviewed the proposed second amendment to the Lake County JPA. She provided a summary of the changes, and citations of Florida Statue support for JPAs. She enumerated the benefits of a JPA, especially as it relates to the City's investment in the Wolf Branch Innovation District and the City's Comprehensive Plan. She emphasized that development will continue even without a JPA, but the City's influence upon that development varies according either condition.

Finance Director Rita Meade provided statistics regarding the City's utility billing customer base, which, in the presentation, was broken down into residential, commercial and City categories.

Mr. Sandersfeld presented Lake County and Orange County City project activity maps, spoke on projects in process, including Richland and Mount Dora Groves, and noted that new residential subdivision developments within the City limits have slowed down.

Councilmembers asked questions regarding the relevant JPAs, and responses were provided by City staff.

Councilmember Bryant inquired about the county's role and spirit of cooperation in the Richland and Mount Dora Groves projects as they move forward. The Richland developer is cooperative with the City. The project is not at a point where the county's cooperation can be gauged.

Mr. Sandersfeld expressed concern the City's influence may be lessened without a JPA.

The proposed JPA amendment is slated to be brought before City Council on June 6th.

Councilmember Bryant expressed concern with Lake County's lack of adherence to the City's requirements which had been defined in the earlier JPA. A long term JPA with the county means the City would have expectations that the City's standards would be followed.

The County's first meeting with the cities with which it would be creating JPAs had already taken place with City staff and Mayor Stile attending. The City would be present at future meetings.

A printout of the slideshow would be provided to Councilmembers.

Councilmember Rolfson requested the reasons for the county's termination of the 2004 JPA. Ms. Sutphen responded the prior JPA was terminated because of its lack of legal validity related to utility provision and forced annexation. She emphasized the value of the JPA to the City. The updated JPA would continue to require a covenant to annex.

Councilmember Cataldo expressed concern regarding sewer capacity, especially considering the Richland development, and its residential concentration.

Discussion ensued regarding City sewer capacity and allowance for development. Mr. Sandersfeld had spoken to the Richland developer about considering City annexation. He explained the Planning Department is following the City's prior adopted plans. He pointed

out the occupants of developments will affect the City whether or not their developments are annexed.

Council and staff discussed the benefits and detriments of annexation, and the differences between forced annexation and covenants to annex.

City Manager Comiskey referenced the portion of the Vista Ridge agreement regarding annexation, which Ms. Sutphen said has been stricken.

The extended JPA boundaries were examined. It was noted changing the JPA boundary will affect the supply of City utilities.

Ms. Sutphen stated the county had already agreed to the document presented at this meeting for review.

Vice-mayor Crail voiced dissatisfaction with the county's approval of Richland in the Wolf Branch Innovation District because it exceeds the 25% residential concept that had been agreed upon by the county and the City. Mr. Sandersfeld pointed out Richland hasn't yet been approved. Vice-mayor Crail expressed his lack of enthusiasm for the JPA.

Councilmember Cataldo enquired about including in the JPA entitlement to refuse a development. Ms. Sutphen explained the City cannot refuse development if the City's code is being followed.

Discussion took place regarding the county's lack of adherence to the prior JPA. Ms. Sutphen explained having something in place is better than having nothing in place. An agreement provides more weight in the event of a lawsuit.

Councilmembers and staff discussed the possibility that while the JPA may not be helpful in the developments that have already begun, it could be of value in the future. The City Manager and Councilmember Cataldo pointed out the previously stated would be true if the county did adopt our standards, which may not happen for twelve months.

Councilmembers further discussed the value of and their misgivings about a JPA with Lake County.

Councilmember Bryant emphasized Council's support for the Wolf Branch Innovation District and voiced support for adoption of the interim JPA. He pointed out the flexibility of the projects in question because they are Planned Unit Developments.

Vice-mayor Crail would like the same treatment from Lake County that Clermont receives. He would like to see the City's JPA adopted more quickly than twelve months.

At the request of Council, Ms. Sutphen would ask the County to expedite its adoption of the City's JPA, considering the City is near a mutually agreed-upon document with the county.

Ms. Janiszewski clarified that Clermont's agreement with Lake County is an Interlocal Service Boundary Agreement (ISBA). Ms. Sutphen would inform the county the City is interested in exploring an ISBA.

Councilmember Cataldo asked about the City's control of density under a JPA. Discussion ensued regarding land designation and density, and how county land use could control and drive the agreement standards. The use of overlay districts was considered. Councilmember Cataldo cautioned regarding modeling the development of Clermont. He questioned decisions made regarding the Wolf Branch Innovation District.

Mayor Stile clarified Council's wishes for Ms. Sutphen's actions moving forward.

Council directed Ms. Sutphen to bring to Lake County the following:

- (1) Wolf Branch Innovation Standards and City design standards within the JPA area adopted by October 1st, 2023.
- (2) Mount Dora's JPA be considered first for negotiation and adoption among the cities working on JPAs with the county.

Ms. Sutphen would report on the county's response at the next meeting.

ADJOURNMENT

MOTION BY COUNCILMEMBER WALKER TO ADJOURN.

There being no further business for discussion, Mayor Stile adjourned the Work Session at approximately 8:24 p.m.



JEANANN HAND, CITY CLERK
City of Mount Dora



CRISSY STILE, MAYOR
City of Mount Dora



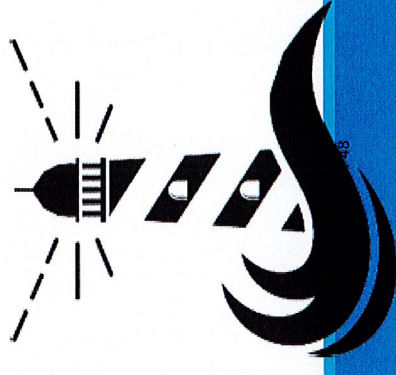
CITY OF
MOUNT
DORA

Someplace Special.

City Council Workshop

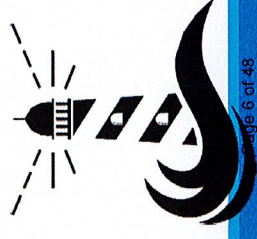
JOINT PLANNING AGREEMENTS (JPAS)

MAY 22, 2023

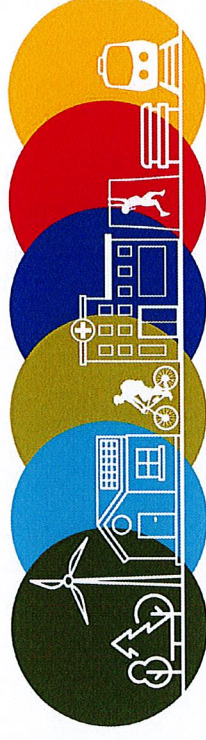


Outline

- I. Background on JPAs
- II. Orange County JPA
- III. Lake County JPA
 - I. History
 - II. Content
 - III. Review Process
 - IV. Status
- IV. Draft JPA Amendment
- V. Closing Remarks



Background



Joint Planning Agreements or JPA

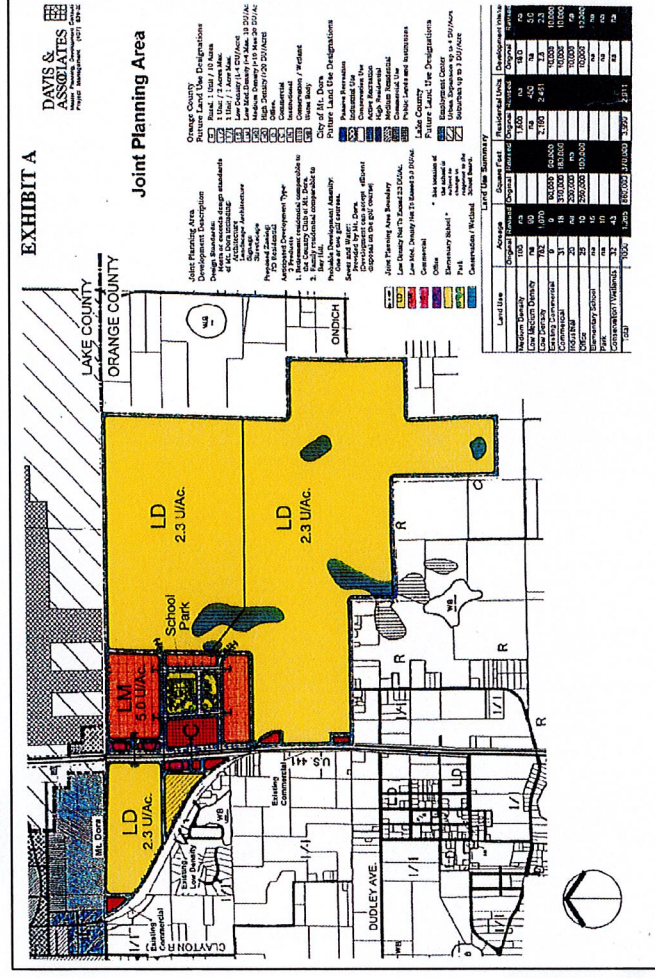
Intergovernmental cooperation to address or resolve issues of mutual interest by coordinating plans, policies, and/or programs.

Benefits:

- Cost Savings by planning growth and development
- Opportunity to address regional issues
- Early identification of issues
- Reduced litigation
- Consistency between jurisdictions for growth patterns
- Predictability of future developments with established land use categories
- Service to citizens

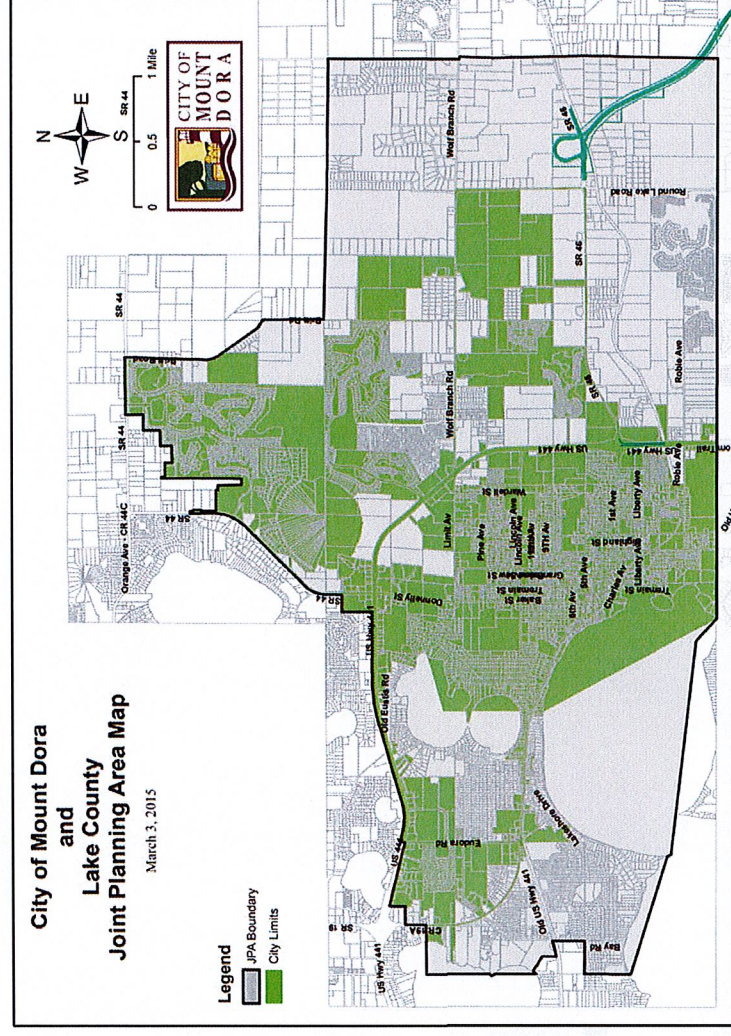
Orange County JPA

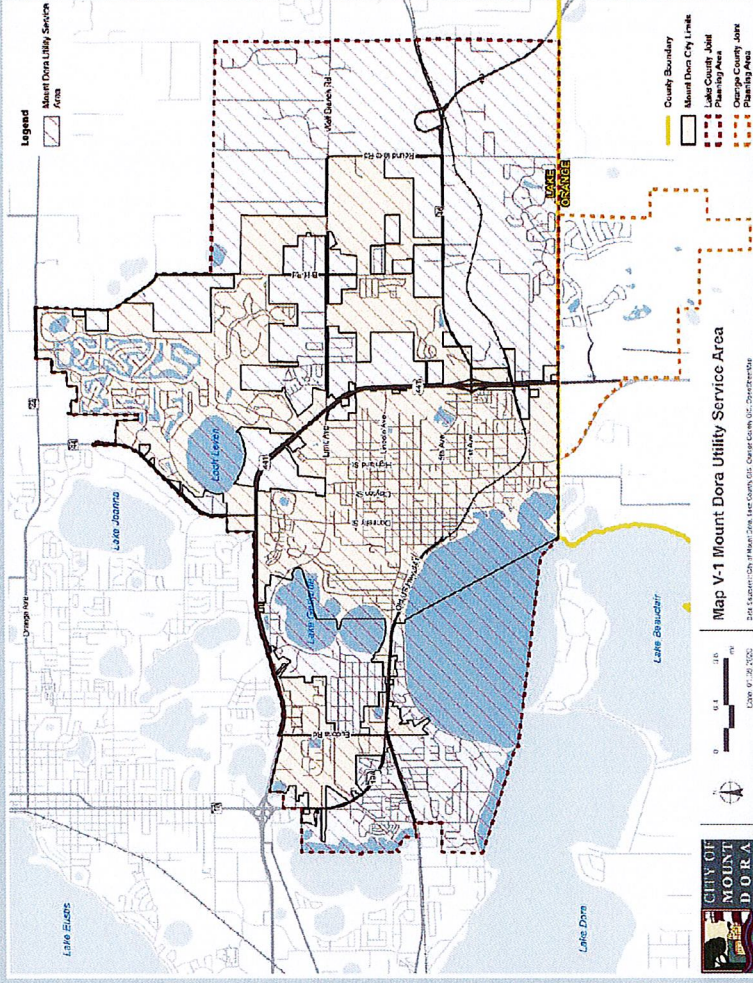
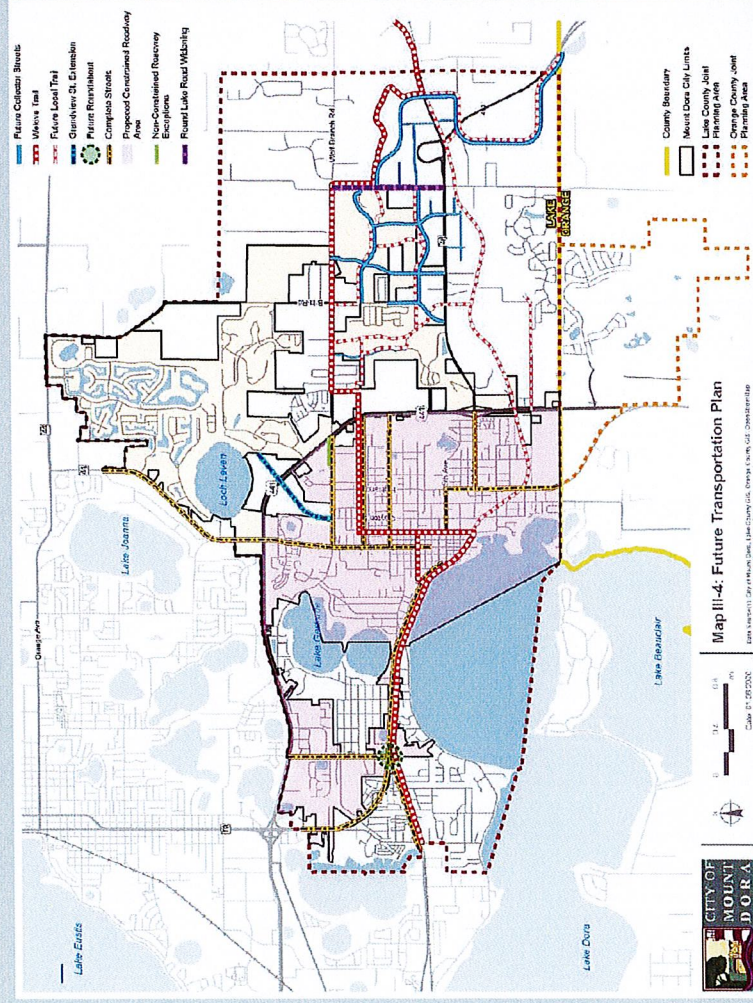
- Established in 1996 between the City of Mount Dora and Orange County.
- Agreement on land use categories within the JPA area.
- Orange County requires all new development within the Joint Planning Area to be approved as a planned development.
- New development within the JPA is required to adhere to the City's standards for signage and landscaping.
- Mount Dora provides utilities to developments within the Orange County JPA.



Lake County Joint Planning Area (JPA)

1. The City and County established Joint Planning Area (JPA) in 2004.
2. The JPA agreement was amended in 2015.
3. Currently renegotiating JPA with the County.
4. The JPA boundary has been used as the basis of our long-range planning endeavors.





Future Transportation Map and Utility Service Area

Contents of Current JPA Agreement

1. Limits the City to only annexing land within the JPA.
2. City provision of utilities and prohibits the County from allowing private utilities, wells, or septic tanks within the JPA unless City utilities are unavailable.
3. Identifies the County roads which will continue to be maintained by the County. (*Wolf Branch Road, Robie Avenue, Old Highway 441, CR19A, Britt Road, Round Lake Road*)
4. Designate and promote the creation of an employment center and other development patterns (WBID).
5. Establishes procedures for reviewing and commenting on development orders within the JPA, requiring the City and County to mutually provide applications/comments.
6. Agreement that the City will match the County assigned density and intensity of the annexed property.

JPA Review Process

1. Within five (5) working days of receipt of any applications or preliminary plans within the JPA, the County/City will provide, typically via email, copies of applications and supporting documents. The City/County will return to the County/City comments on the matter within ten (10) working days.
2. If the property is eligible for annexation, we request that the entitlements are obtained through our jurisdiction. A property is eligible for annexation when the property:
 - a. Is contiguous to the City's municipal boundaries and located within the Joint Planning Area; and
 - b. Creates compact municipal boundaries and does not create an enclave.
3. If the property is not eligible for annexation but is seeking to utilize City water or sewer, the developer completes a covenant to annex and the development applications (site plan, plats, construction plans) are submitted to the City to review simultaneously with the County's review.

Mount Dora/Lake County JPA Status

1. The County voted to terminate the JPA agreement at the October 25, 2022 BCC meeting.
2. Lake County has contracted with the East Central Florida Regional Planning Council to provide services with the development of JPAs with each municipality as part of their County-wide planning efforts.
3. The City is actively engaged in the effort and is seeking to comprehensively update the JPA.
4. The City has worked with the County on drafting an amendment to the JPA.
5. Adopting the amendment will reinstate the JPA agreement which will remain in place until the City and County adopt a new, comprehensive JPA agreement.

Draft JPA Amendment

Mount Dora – Lake County JPA Proposed Second Amendment

Article I	-	Incorporation of Preamble	No change.
Article II	-	Definitions	No change.
Article III	-	Creation of Joint Planning Area	Replaced in its entirety.
Article IV	-	Procedures for Reviewing and Commenting on Development Orders within the JPA.	No change.
Article V	-	Specific Developmental and Environmental Considerations	No change.
Article VI	-	General Provisions	No change.

Establishes an interim period = Enactment of Second Amendment and the Adoption of new JPA (within 12-months)



Proposed Amendment

23 NOW, THEREFORE, the City and the County hereby agree as follows:

24
25 Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein by
26 reference.

27
28 Section 2. Amendment. Article III, entitled *Creation of Joint Planning Area*, of the original
29 agreement dated September 28, 2004, is hereby replaced in its entirety to read as follows:

30 ARTICLE III – CREATION OF JOINT PLANNING AREA

31
32 1. The Joint Planning Area shall consist of those lands identified in Exhibit “A” attached
33 hereto and shall supersede the area as amended through the First Amendment to this Agreement. Any
34

23 Section 3. Other Provisions. All other provisions of the original JPA shall remain in effect
24 unless otherwise amended in writing or terminated by one or both parties.

25
26 IN WITNESS WHEREOF, the parties hereto have made and executed this Amended Agreement
27 on the respective dates under each signature: the COUNTY through its Board of Commissioners, signing
28 by and through its Chairman, duly authorized to execute same by Board action, and the CITY through its
29 City Council, signing by and through its Mayor, duly authorized to execute same by Council action.
30



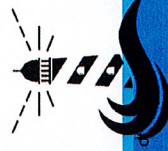
Article I – Incorporation of Preamble

ORIGINAL

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

AMENDMENT

No change



Article II - Defintions

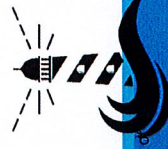
ORIGINAL

AMENDMENT

No change.

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.
2. Agreement. Means this Agreement, as the same may be amended or supplemented as provided for herein.
3. City. Means the City of Mount Dora, 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 Mount Dora.
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



Article III – Creation of Joint Planning Area

ORIGINAL

16 ARTICLE III - CREATION OF
17 JOINT PLANNING AREA
18 1. Joint Planning Area Created.
19 The Joint Planning Area shall consist of those lands identified in Exhibit "A."

AMENDMENT

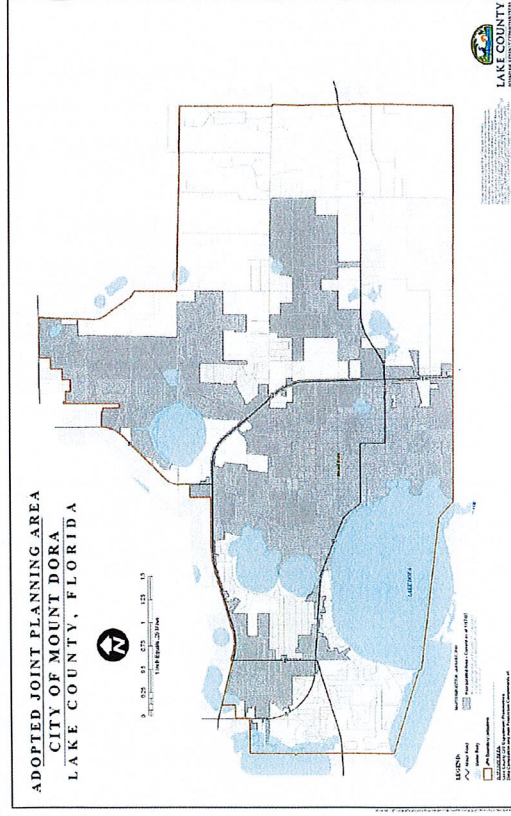
31 ARTICLE III – CREATION OF JOINT PLANNING AREA
32
33 1. The Joint Planning Area shall consist of those lands identified in Exhibit "A" attached
34 hereto and shall supersede the area as amended through the First Amendment to this Agreement. Any
35 conflict between the Joint Planning Area described in Exhibit "A" attached to this Second Amendment
36 and any other prior depicted or established joint planning area, the Joint Planning Area set forth in this
37 Exhibit "A" shall prevail.
38

Minor updates to the JPA map to include:

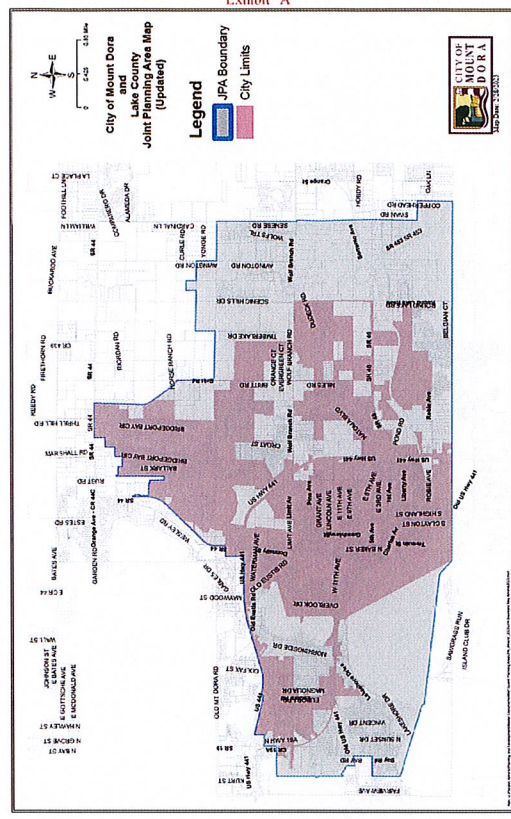
- Updated City limits
- Expansion of the JPA Boundary

Article III – Creation of Joint Planning Area

ORIGINAL



AMENDMENT



Article III – Creation of Joint Planning Area

ORIGINAL

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

AMENDMENT

39 2. The County and the City will use their best efforts to incorporate the terms and conditions
40 of this agreement along with the boundaries of the Joint Planning Area into the Future Land Use Maps of
41 their respective plans. The County and the City will use their best efforts to amend their Land Development
42 Regulations to incorporate the terms and conditions stated herein. The County and the City will use their
43 best efforts to implement the ideas set forth in Article V hereof.
44

Minor language change, no impact.



Article III – Creation of Joint Planning Area

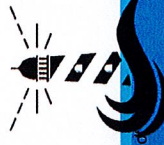
ORIGINAL

5 3. a. It is the intent of the City and the County that the comprehensive plans of
6 the City and the County shall ensure that the lands in the Joint Planning Area are developed
7 consistent with development within the City, and, at the same time, develop in a way that will
8 ensure efficient provision of public infrastructure and services in this area. Any property
9 annexed subsequent to the adoption hereof shall be limited to a maximum density no greater than
10 the highest density allowed within the Future Land Use category established for the property by
11 the County immediately prior to annexation.

AMENDMENT

45 3. a. It is the intent of the City and the County that the comprehensive plans of the City
46 and the County shall ensure that the lands in the Joint Planning Area are developed consistent with
47 development within the City, and, at the same time, develop in a way that will ensure efficient provision of
48 public infrastructure and services in this area. Any property annexed subsequent to the adoption hereof shall
49 be limited to a maximum density no greater than the highest density allowed within the Future Land Use
50 category established for the property by the County immediately prior to annexation.

No change.



Article III – Creation of Joint Planning Area

ORIGINAL

12 b. The amendments contemplated in paragraph a, above, shall cover growth
13 management issues and may include, but are not limited to, the following topics:
14 (1) Timing of urban growth
15 (2) Density of urban and pre-urban areas
16 (3) Limiting private utility providers to areas outside the JPA
17 (4) Environmental resource management, including potential greenbelt
18 areas
19 (5) Innovative and flexible planning such as mixed-use, clustering and
20 open space provisions
21 (6) Transportation planning consistent with Lake County
 transportation plan
 1

AMENDMENT

1 b. The amendments contemplated in paragraph a, above, shall cover growth
2 management issues and may include, but are not limited to, the following topics:
3 (1) Timing of urban growth
4 (2) Density of urban and pre-urban areas
5 (3) Limiting private utility providers to areas outside the JPA
6 (4) Environmental resource management, including potential greenbelt areas
7 (5) Innovative and flexible planning such as mixed-use, clustering and open
8 space provisions
9 (6) Transportation planning consistent with Lake County transportation plan
10
11
12

No change.



Article III – Creation of Joint Planning Area

ORIGINAL

2 4. . . . If the County creates a land development overlay district, the City shall be
3 consulted and allowed to formally comment on the proposed district and associated regulations in
4 an effort to ensure an orderly transition of land development between the City and the County. It
5 is the intent of the City and the County that any proposed Land Development Regulation of the
6 City and the County shall ensure that the lands in the Joint Planning Area are developed
7 consistent with development within the City. In order to accomplish this goal, the City and the
8 County agree that the amendments to the Land Development Regulations of both the City and the
9 County, that may be jointly developed to apply within the JPA, are intended to create a unified
10 development code, which shall apply within both the incorporated and the unincorporated
11 portions of the Joint Planning Area. The City and the County staffs shall recommend to the City
12 Council and County Commission, amendments to the City and the County Land Development
13 Regulations, establishing standards for Development within the Joint Planning Area. The
14 standards shall incorporate the standards from current City and County standards that are
15 superior to the standards currently applied.

AMENDMENT

13 4. a. It is the intent of the City and the County that the lands in the Joint Planning Area
14 are developed consistent with development within the City. In order to accomplish this goal, the City and
15 the County agree that within twelve (12) months of the Effective Date of this Amendment, the parties shall
16 use their best efforts to adopt a new JPA as part of the countywide planning initiative which shall apply
17 within both the incorporated and the unincorporated portions of the Joint Planning Area. Failure to adopt
18 a new JPA in the twelve (12) month period set forth herein shall not invalidate the effectiveness of this
19 Agreement. Extensions of the twelve (12) month period may be mutually agreed upon by the City Manager
20 and County Manager without requiring a further amendment to this Agreement.
21
22 b. In the interim time between the Effective Date of this amendment and the adoption
23 of new JPA, the County shall continue to provide development applications to the City for review in
24 accordance with Article IV. The City shall not require a development review fee from the applicant in
25 provide comments to the County, unless the review is related to City utilities or infrastructure
26 improvements, then the applicant will be charged all pass-through fees and permit fees. Comments will be
27 directed to the County, with a copy to the applicant.
28
29 c. If the property owner voluntarily applies to annex into the City under Section
30 171.044, Florida Statutes, at time of annexation, the County's Land Use and Zoning shall remain in effect
31 until a formal application for Land Use and/or Zoning map amendment are submitted to the City by the
32 property owner.
33

Replaced 4. in its entirety with section 4.a, 4.b, 4.c

Article III – Creation of Joint Planning Area

ORIGINAL

AMENDMENT

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

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



Removed entire section 5.

- City to require a covenant to annex if contiguous and/or receiving municipal services
- Required the County to not approve a Development Order within the JPA if a covenant to Annex has been executed, or submit through the City's development review process.

Article III – Creation of Joint Planning Area

ORIGINAL

AMENDMENT

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. 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 rights-of-way (i.e. cross streets), except for existing County roads currently being maintained within the City, as set forth herein below, 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. Wolfbranch Road
 2. Robel Avenue;
 3. Old Highway 441;
 4. CR19A;
 5. Britt Road; and
 6. Round Lake Road.
- 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 related to road rights-of-ways and their associated drainage facilities not associated with an annexation shall require an agreement between the City and the County.

No change.



Article III – Creation of Joint Planning Area

ORIGINAL

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

AMENDMENT

14 6. County Right-of-Way Maintenance Responsibility. Unless this Agreement is modified
15 pursuant to Article V below, the County agrees to continue to maintain, regardless of any adjacent
16 annexations, the particular roadways, or segments thereof, and associated drainage facilities within the JPA
17 specifically identified in the list contained in Section 5.b above. The County agrees to continue to maintain
18 these facilities until transferred to the City in accordance with the terms of this Agreement, or as this
19 Agreement is modified pursuant to Article V below. Upon execution of this Agreement, any new roads
20 constructed by the County in the City shall be maintained and owned by the County.
21

No change.



Article IV - Procedures for Reviewing and Commenting on Development Orders within the JPA

ORIGINAL

18 ARTICLE IV – PROCEDURES FOR REVIEWING AND
19 COMMENTING ON DEVELOPMENT ORDERS
20 WITHIN THE JPA
21 1. Forwarding of Development Order applications from the County to the City and
1 from the City to the County. The City and the County, within five (5) working days of receipt of
2 any applications or preliminary plans associated with an application for a Significant
3 Development Order within the JPA shall provide a copy of such application materials to the
4 designated department, division or office of the other party as is designated by the other party via
5 written correspondence to the persons described in Section 6, Article V herein. The City or the
6 County may request a meeting to discuss the effect of such development.
7 The County/City staff shall provide to the City/County its comments on the matters
8 above, within ten (10) working days of receipt of a copy of any such application. The noted time
9 frames may be extended by consent of both parties in order for the City staff or the County staff
10 to review the objecting party's comments so long as the time frames within the City's or the
11 County's Land Development Regulations are met. If at any time the secondary jurisdiction shall
12 consider the Development Order at a public meeting, the landowner or applicant for the proposed
13 Development Order shall be given notice of the time, date, and place of the public meeting.
14 If a modification of a development order application is submitted to the primary
15 jurisdiction, the secondary jurisdiction shall be afforded review pursuant the review time periods
16 described herein.

AMENDMENT

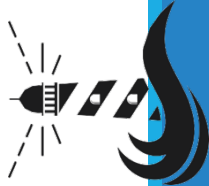
No change.



Article V - Specific Developmental and Environmental Considerations

ORIGINAL	AMENDMENT
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17 **ARTICLE V - SPECIFIC DEVELOPMENTAL**
18 **AND ENVIRONMENTAL CONSIDERATIONS**
19 1. It is the intent of the City and the County to designate and promote the creation of
20 an employment center located in the vicinity of Round Lake Road and State Road 46, as
21 conceptually depicted in Exhibit "B." The objective of this land use designation shall be to
22 provide quality job opportunities, including professional offices, convenient to both the City of
23 Mount Dora and unincorporated area of Sorrento and Mount Plymouth. The City and the County
24 shall coordinate efforts to develop Comprehensive Plan policies that are appropriate for this
25 employment center, ensure compatibility with neighboring land uses, and respect the distinct
26 identities of both the city and the unincorporated area.
27 2. It is the intent of the City and the County to create a local scenic roadway
28 designation for Wolfbranch Road and to develop Comprehensive Plan policies that protect the
29 aesthetic characteristics of this residential corridor. Such policies shall consider lighting,
30 signage, buffers, protection of canopy trees, and restrictions on incompatible development.
31 3. It is the intent of the City and the County to designate a transitional area within the
32 JPA between Round Lake Road and the Mount Plymouth/Sorrento Urban Compact Node, as
33 depicted in Exhibit "B." The objective of this designation shall be to support the professional
34 employment center identified in paragraph 1 and to provide for transitional residential densities
35 of no more than one unit per acre, compatible with established neighborhoods in the Wolfbranch
36 Road corridor.



Article VI - General Provisions

ORIGINAL

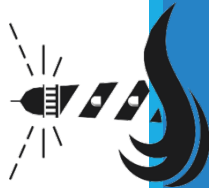
ARTICLE VI - GENERAL PROVISIONS

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 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

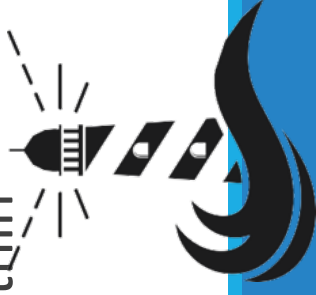
AMENDMENT

No change.



Summary of Changes

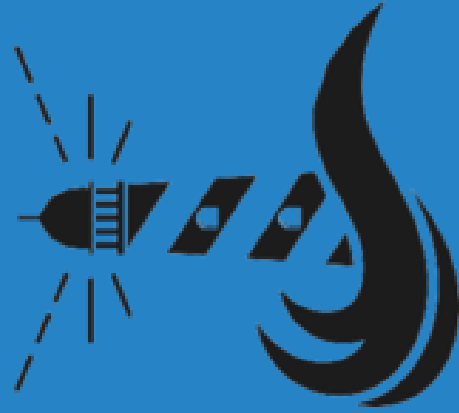
- Replaced Article III, Section 4 with new provisions to establish a new Joint Planning Agreement within 12 months of the adoption of this amendment.
- County and City will continue to provide development applications to each other to allow the other jurisdiction to review and provide comments.
- County removed Article III, Section 5 from the Second Amendment which allows the City to require a covenant to annex for properties within the JPA requesting municipal services.
- Requires the County to adopt the Wolf Branch Innovation District guidelines and our other design criteria into their Land Development Regulations within 12 months of adoption.



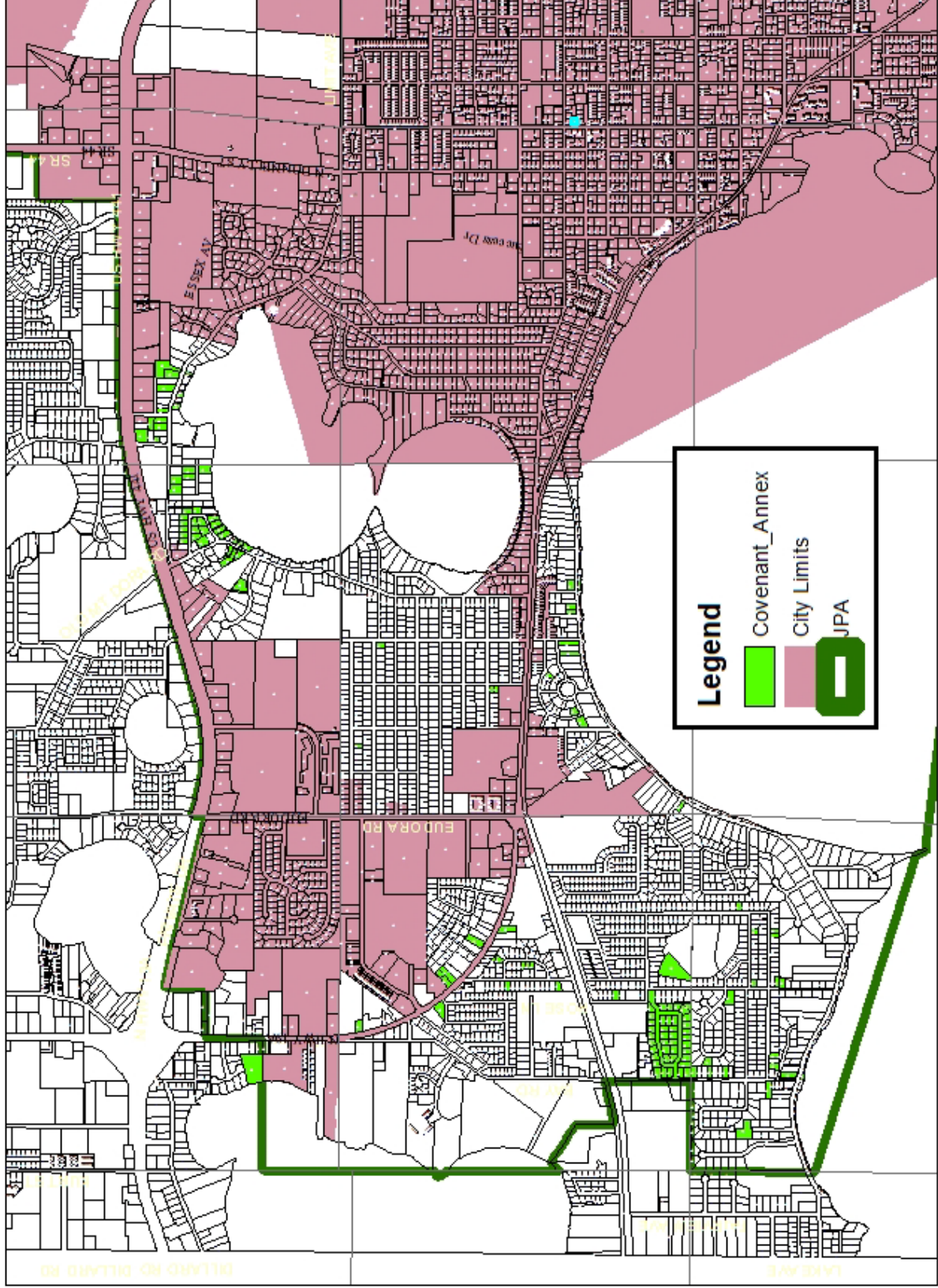
JPA Legal Support

1. Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, is to “permit local governmental units to make the most efficient use of their powers by enabling them to **cooperate with other localities on a basis of mutual advantage** and thereby **to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.**”
2. Chapter 171, Florida Statutes, known as the Municipal Annexation or Contraction Act, and Part II, Chapter 171, Florida Statutes, known as the Interlocal Service Boundary Agreement Act, **recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation.**
3. Florida Statutes requires local governments to adopt a Comprehensive Plan to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner.

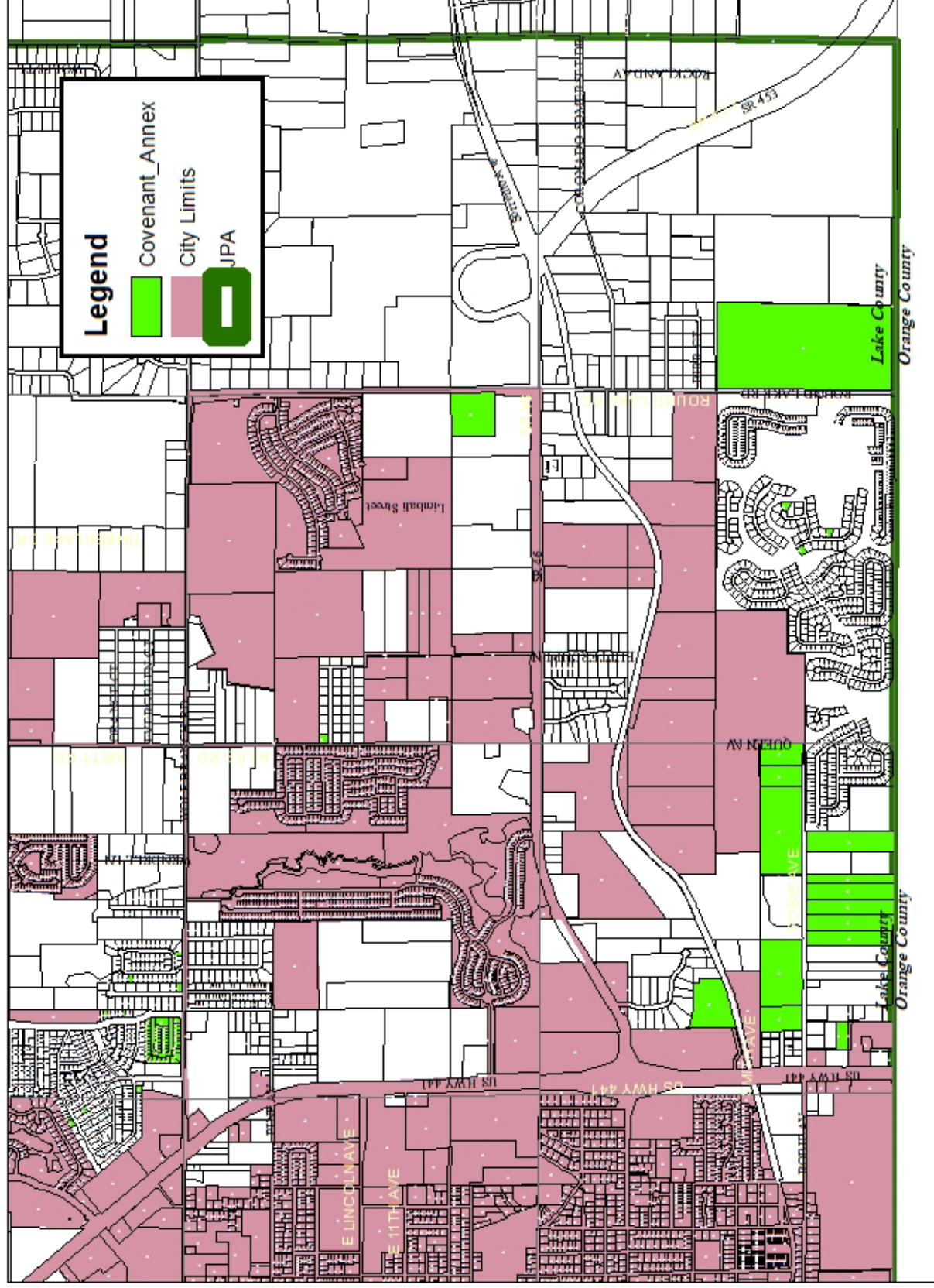
JPA Benefits



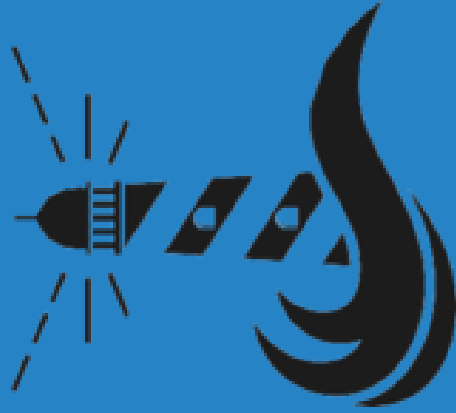
1. Beneficial for the public to have local governments work together
 - a. Agreement on areas which can be annexed into our City
 - b. Agreement on service boundary of utilities
2. Establishes the City as the only utility provider within the JPA
 - a. Eliminates utility area disputes with other utility providers (Eustis, Tavares, and Apopka)
 - b. Prohibits private utility companies from being established within the JPA
3. Prohibits other jurisdictions from annexing land within the JPA
4. Allows the City to have input over the development of the JPA
5. Promotes Intergovernmental Coordination
 - a. Joint review of applications with the County
 - b. Agreement of how the area will be developed
 - c. Ensure compatibility between jurisdictions
6. Incorporating properties with existing Covenants to Annex
7. Implementation of the Wolf Branch Innovation District
8. Comprehensive Plan
 - a. Florida Statutes requires local governments to adopt a Comprehensive Plan to protect the **substantial investment in public facilities** that already exist and to **plan for and finance new facilities in a timely, orderly, and efficient manner.**
 - b. Multiple Goals, Objectives, and Policies promote Intergovernmental Coordination within our Comprehensive Plan.



Covenants to Annex



JPA Benefits



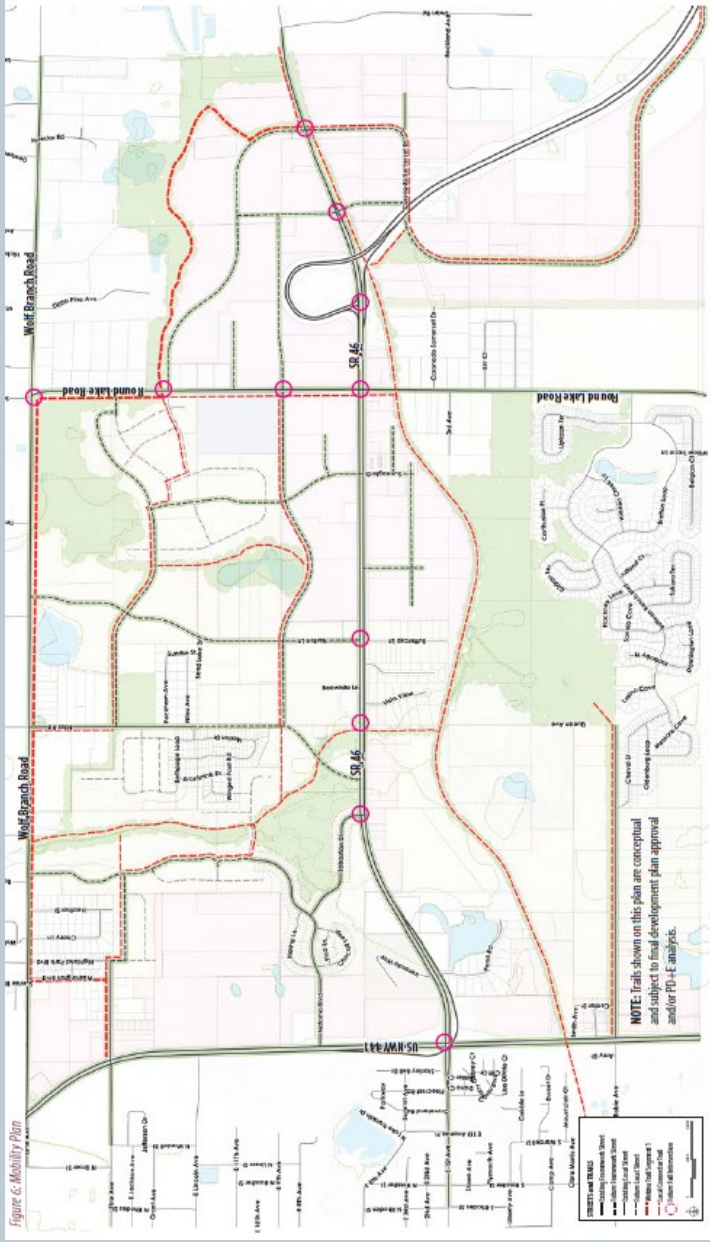
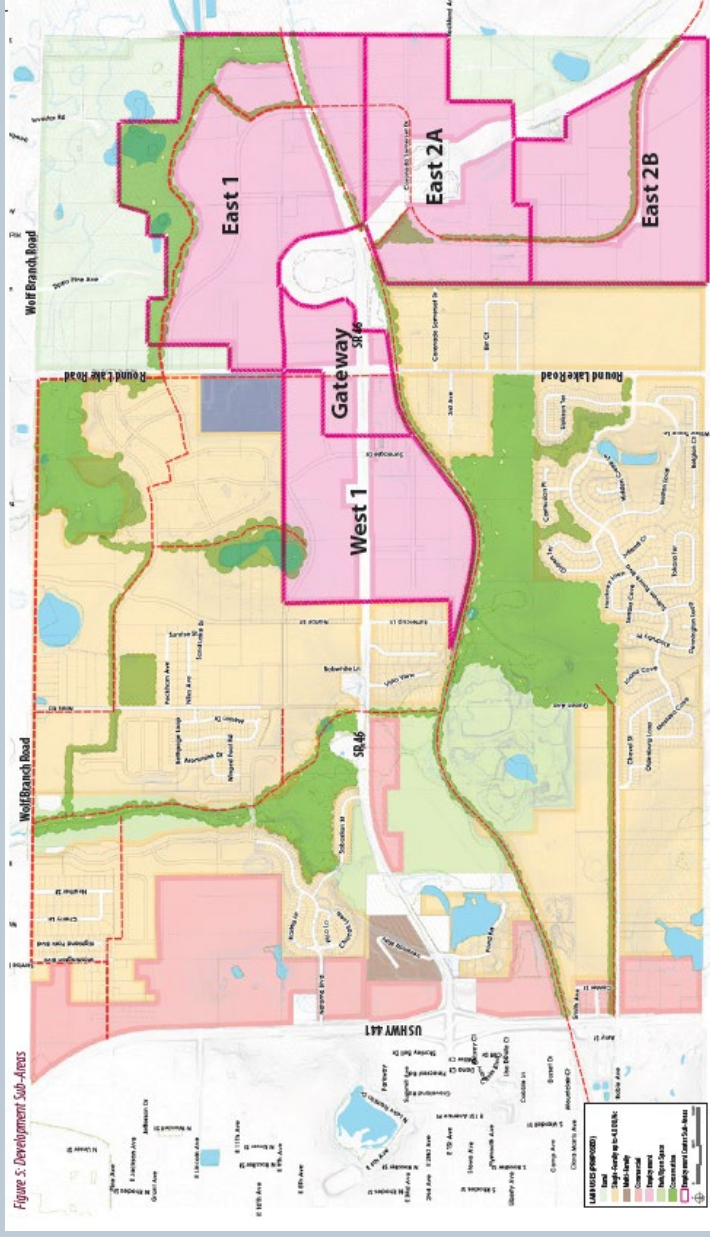
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Wolf Branch Innovation District Implementation Plan

SEPTEMBER 20, 2019



COMMUNITY
SOLUTIONS
GROUP



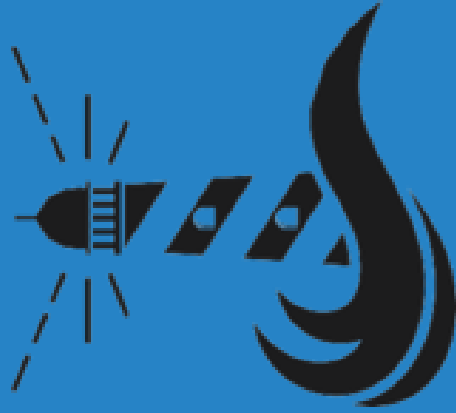
Wolf Branch Innovation District

Investment in the WBID

- Utilities lines have been extended to the northeast corner of the intersection of Round Lake Road and State Road 46 in anticipation of development of the WBID
- Lines include:
 - 16” Water Line
 - 12” Sewer Line
 - 12” Reclaim Line
- Two forcemains located along State Road 46
- Master lift station at Round Lake Road

Investment	Cost	Source of Funds
Utility Line Extension	\$4.2 Million	State Revolving Fund (SRF) Loan
Lift Station Property	\$153,000	City Funds
Lift Station Construction Costs	\$2.3 Million	City Funds

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MOUNT DORA COMPREHENSIVE PLAN 2045

Future Land Use Element

- **Policy 2.d.:** Control impacts on facilities and services through control of development densities and/or intensities as shown on the Future Land Use Map Series herein.
- **Map II-2a Future Land Use Map:** Adopted JPA boundaries areas for Lake and Orange

Conservation Element

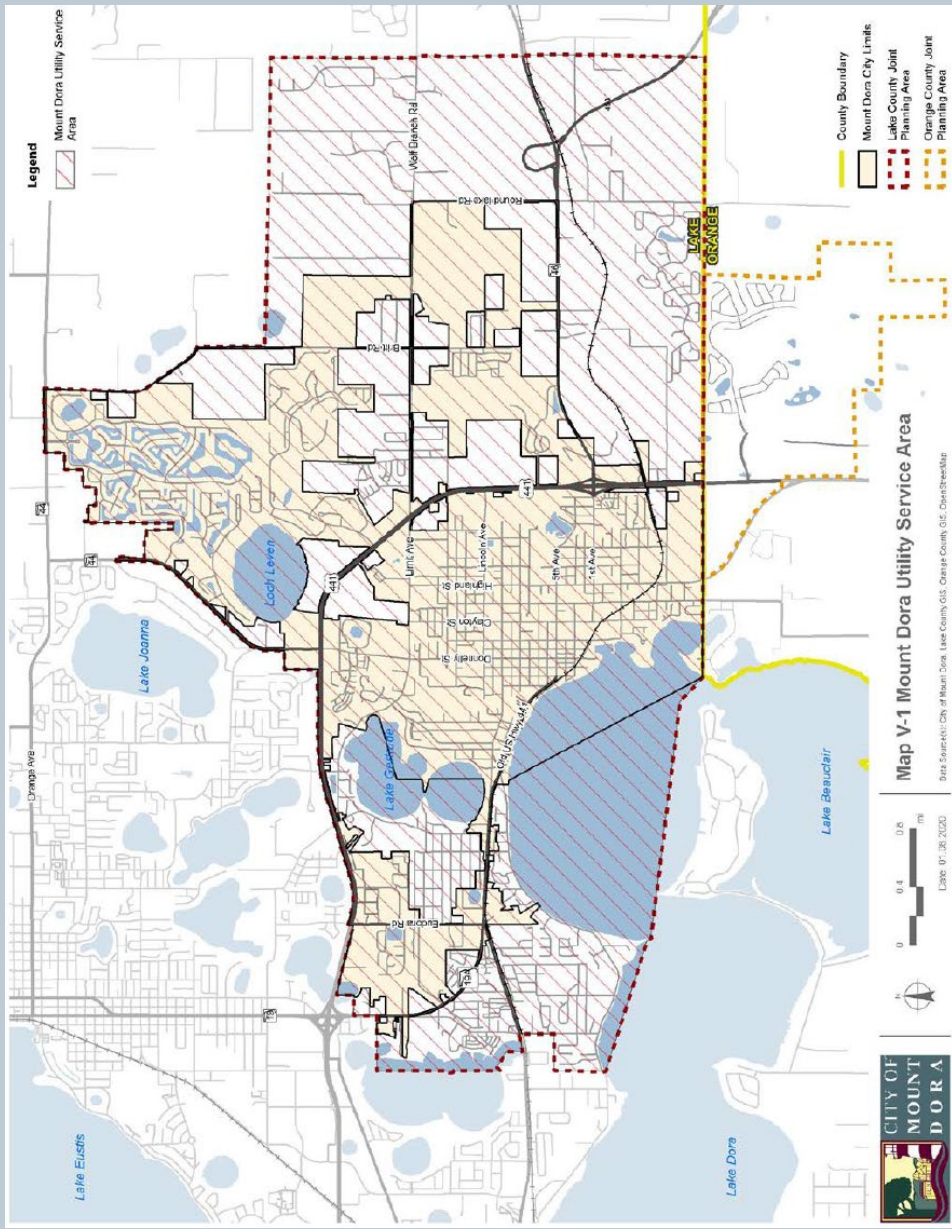
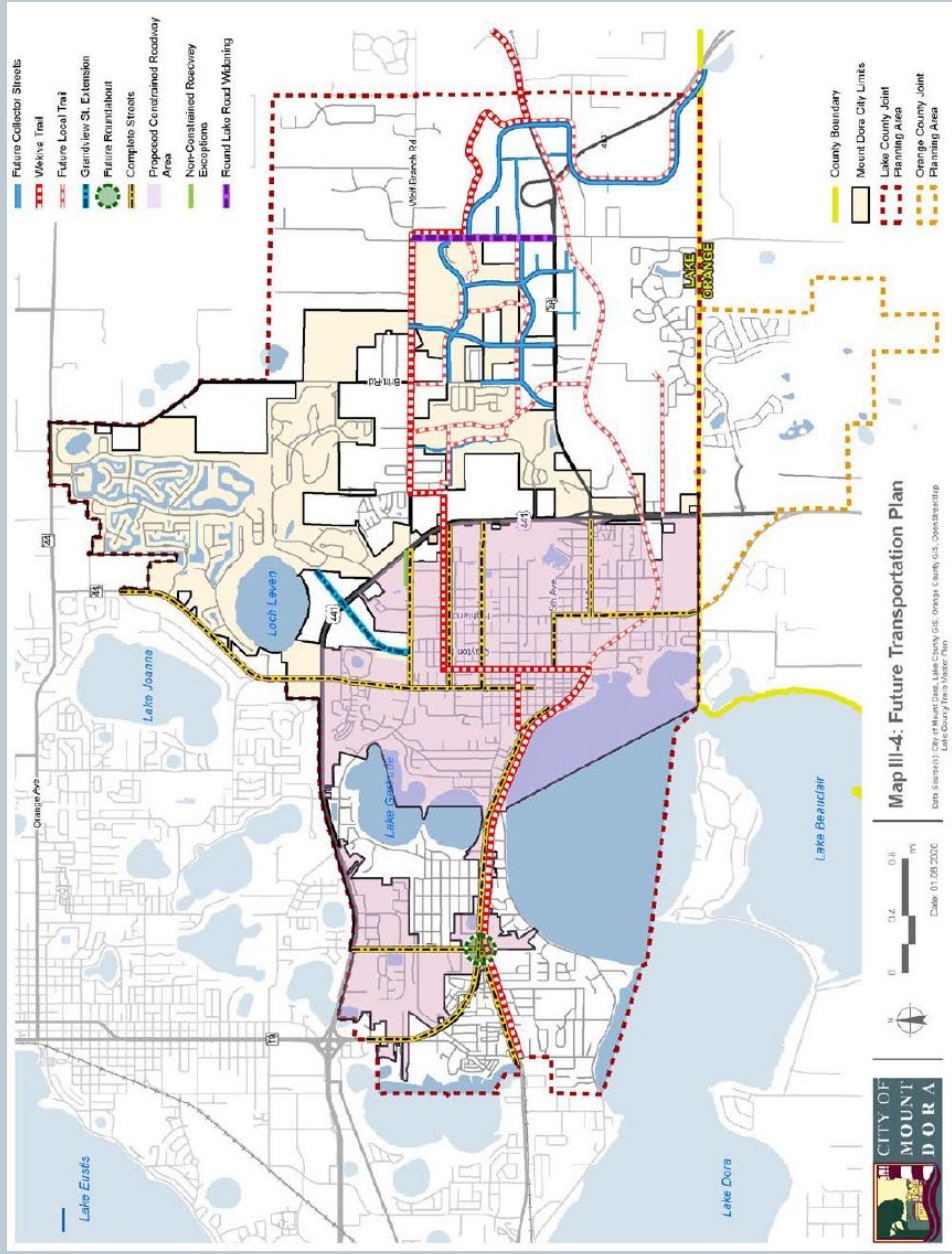
- **Policy 9. a.:** Through the Joint Planning Agreement with Orange and Lake Counties, continue to conduct development review that will include the protection of natural communities that cross jurisdictional lines.

Intergovernmental Coordination Element

- **Goal:** Ensure efficient use of planning resources through the coordination of all plan activities with other governmental agencies impacting or being impacted by planning activities of the City of Mount Dora.
- **Policy 2.g.:** Review and amend existing Interlocal agreements with surrounding jurisdictions to provide and accept input regarding anticipated development impacts for all land use and large-scale development activity that is anticipated to have cross-jurisdictional impact on environmentally sensitive lands or resources, public facility levels of service, or upon neighborhood stability.
- **Objective 3.:** Use interlocal agreements and contracts, urban service areas, and other means of cooperation that will most effectively provide the public with needed services and ensure more effective review of all new development.
- **Policy 3. b.:** Maintain and amend as needed, the joint planning agreement with Lake County. Issues shall be considered that ensure implementation of the agreements to the fullest extent possible and provided regular review of land development applications of mutual interest as standard procedure
- **Policy 3.c.:** Maintain and amend as needed, the joint planning agreement with Orange County. Issues shall be considered that ensure implementation of the agreements to the fullest extent possible and provided regular review of land development applications of mutual interest as standard procedure.
- **Policy 3. f.:** Require Lake County development within the City Service Area adopt the City level of service standards for public facilities.
- **Policy 7.a.:** Continue to enforce the provisions of the joint planning area agreements that require joint review of all facilities of County-wide significance including locally unwanted land uses such as solid waste disposal facilities.

Recreation And Open Space Element

- **Objective 3.:** The City shall coordinate with Lake County, Lake County School Board, and other public institutions for opportunities to achieve the adopted LOS standards.
- **Policy 3.a.:** The City shall actively pursue coordination with Lake County to ensure the County Future Land Use Map provides for areas to be reserved for Community and Neighborhood Parks in the Mount Dora-Lake County JPA area.



Future Transportation Map and Utility Service Area

Do we want any say in how this area is developed?

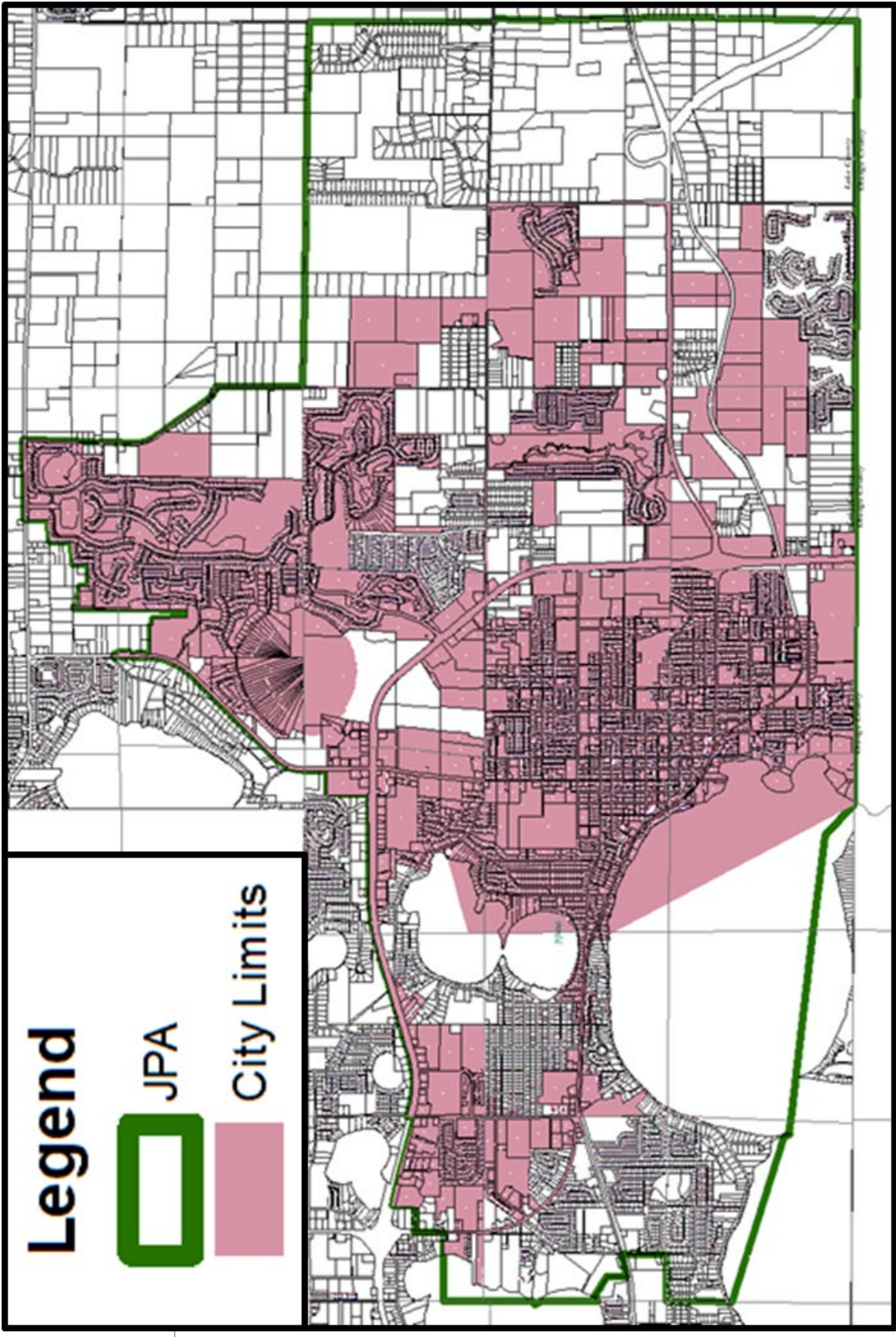
The City has used the JPA boundary of all of our long-range planning efforts.

Our Transportation, Utility, and Trail Plans all encompass the JPA area.

The City and the County jointly worked on the establishments of the Wolf Branch Innovation District.

Do we care if land within the area is annexed by another jurisdiction, such as Eustis or Tavares?

Do we care if land within this area is developed within the County by another utility provider, such as Apopka or a private provider?



Do we want any say in how this area is developed?

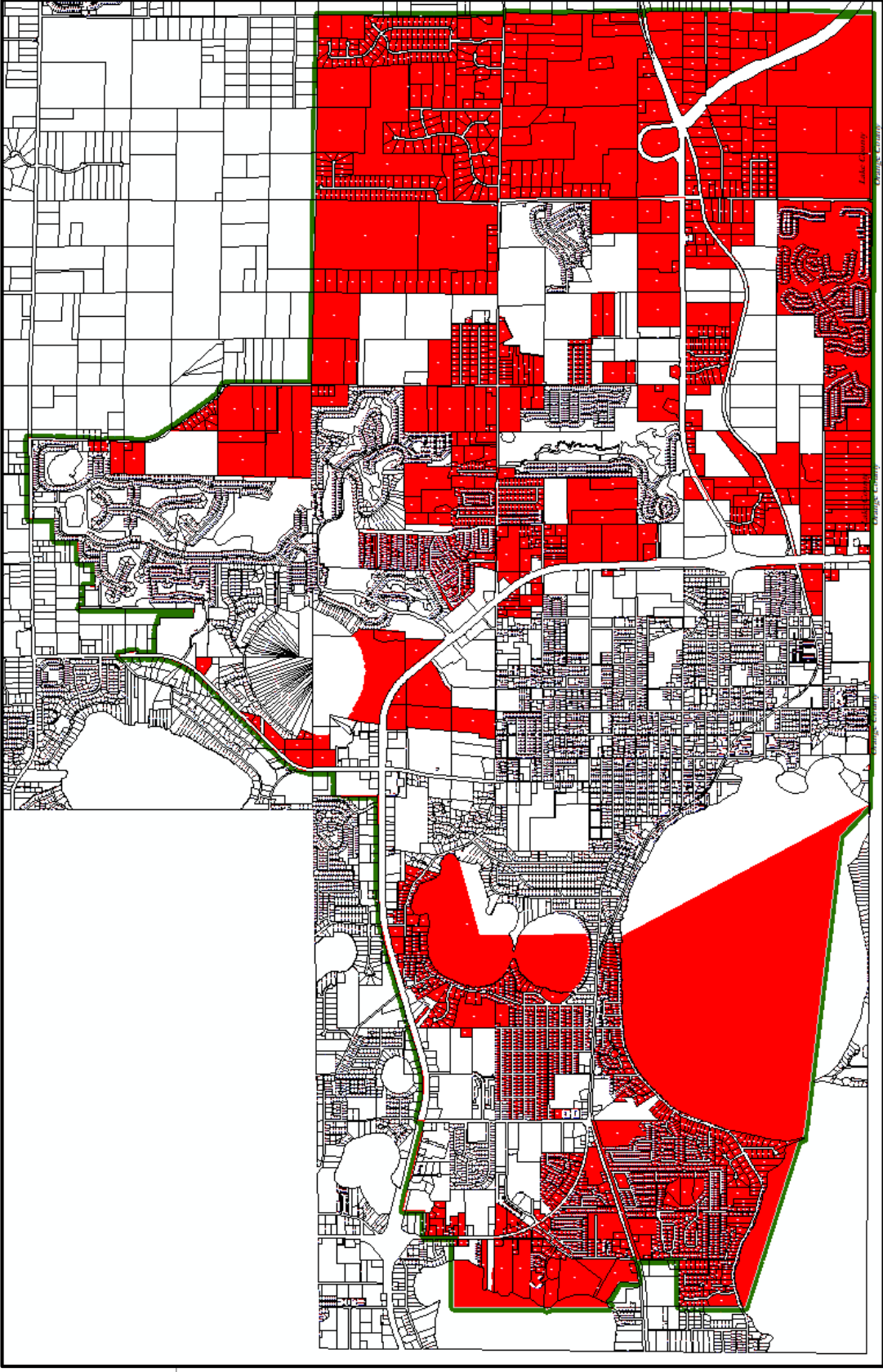
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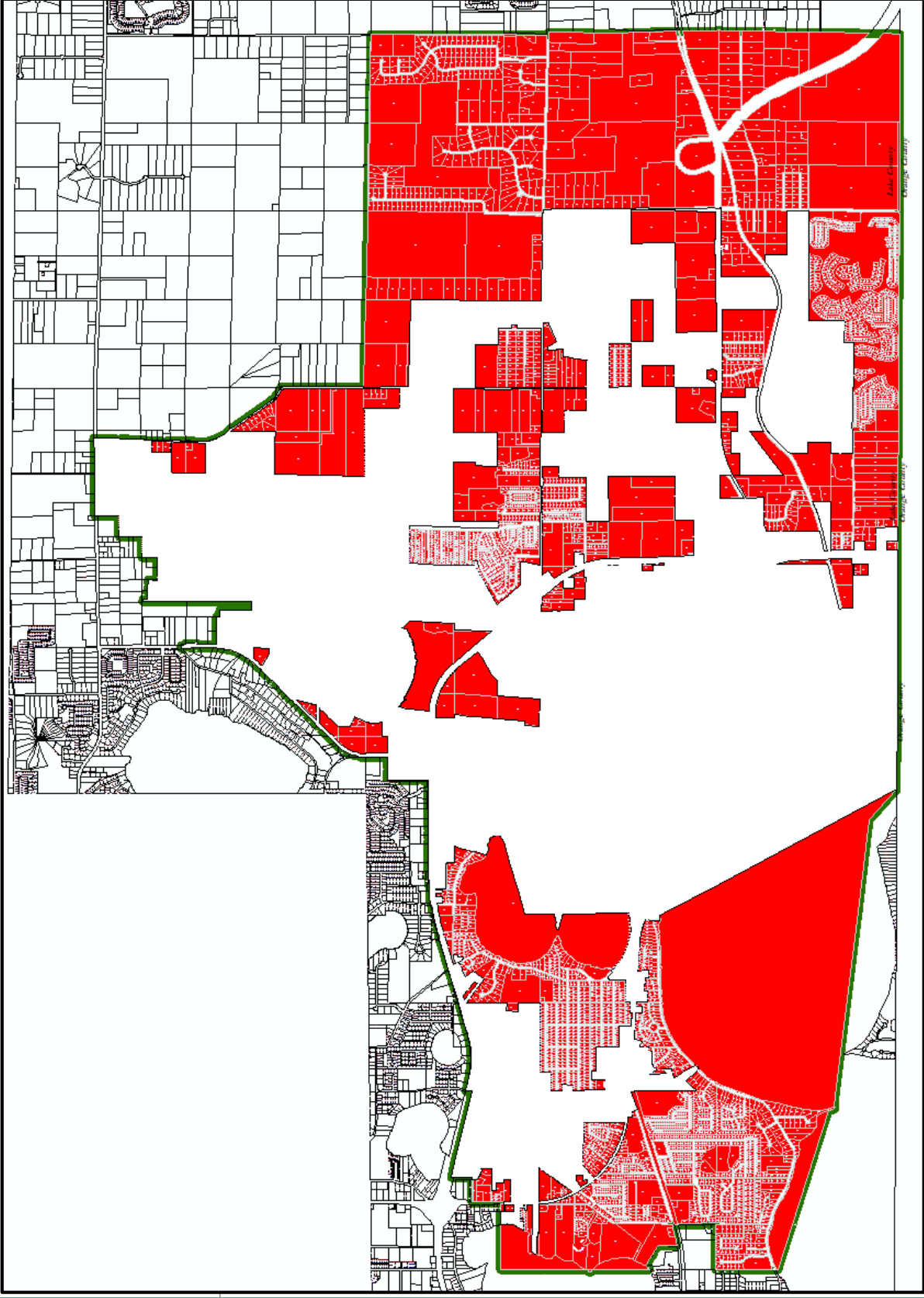
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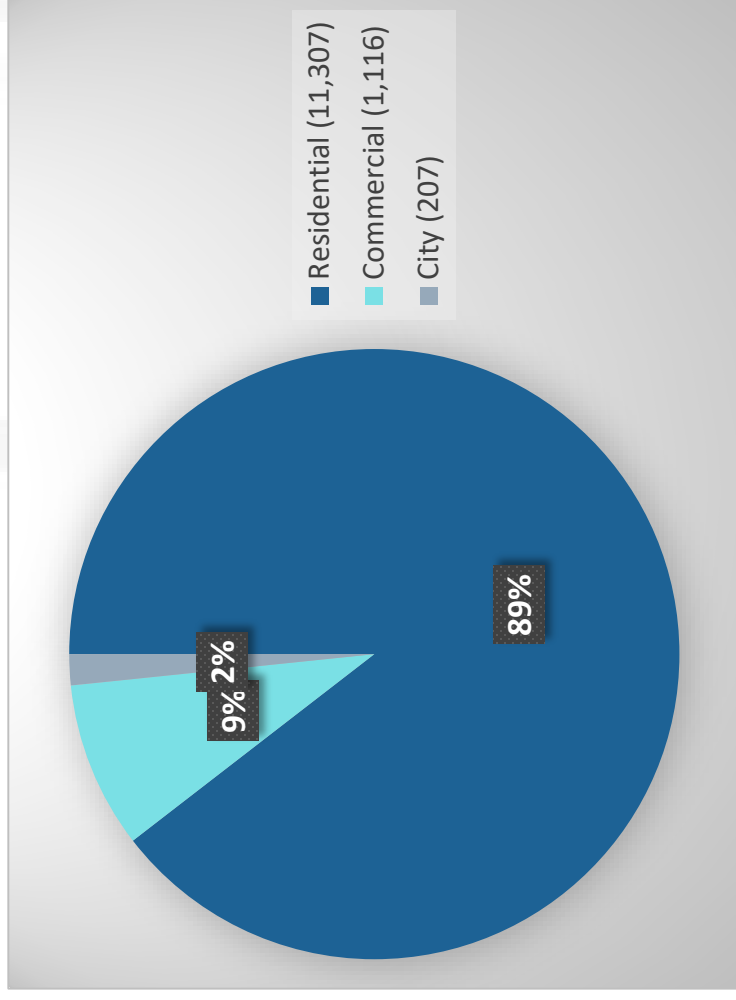


Total Customers: 12,630

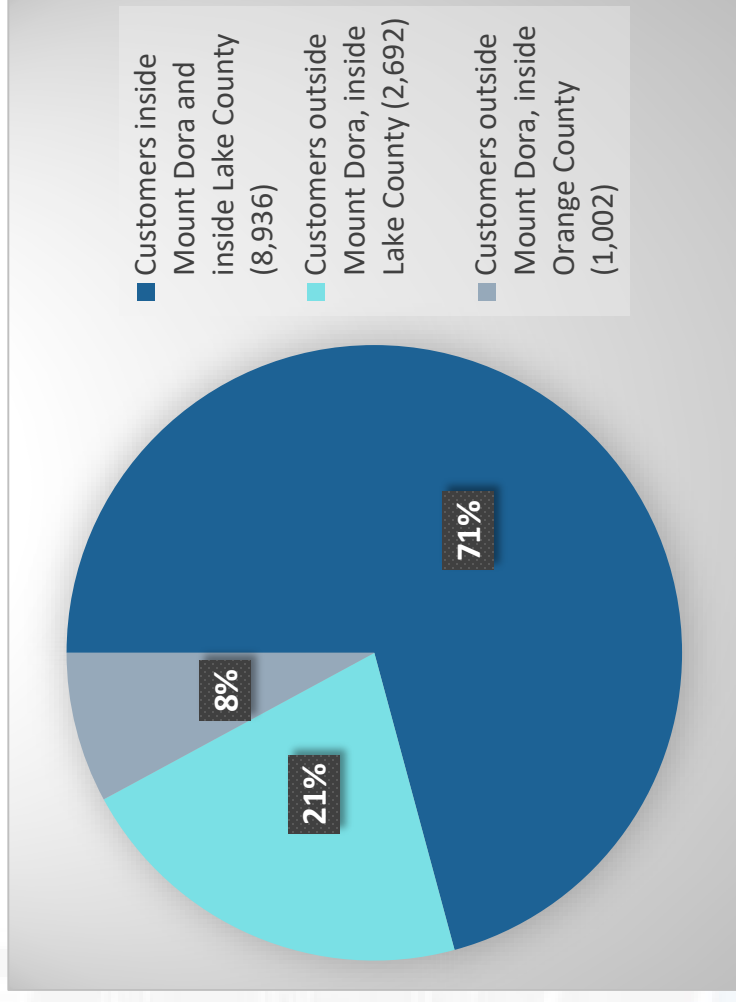
Lake County: 11,628 (92.1%)

Orange County: 1,002 (7.9%)

Customer breakdown:

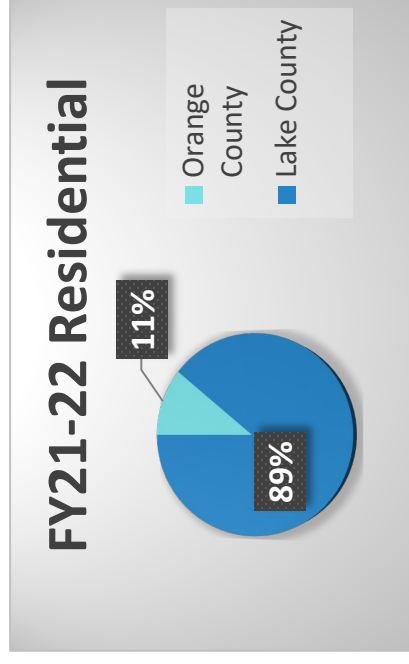
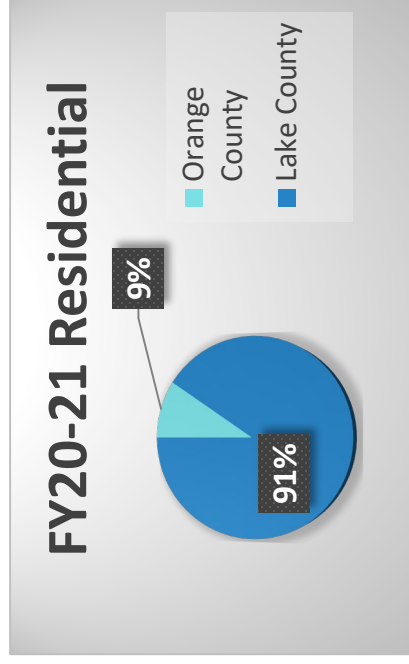
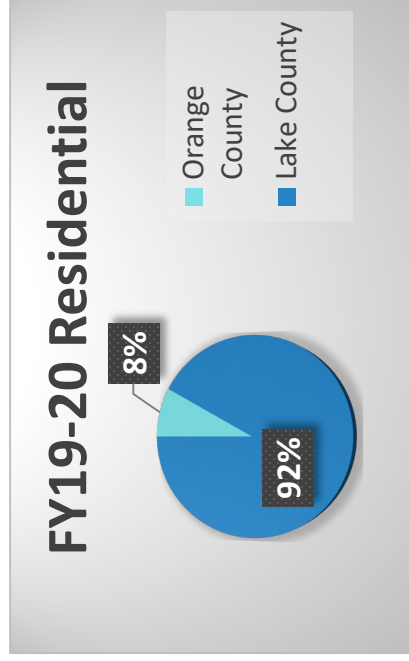
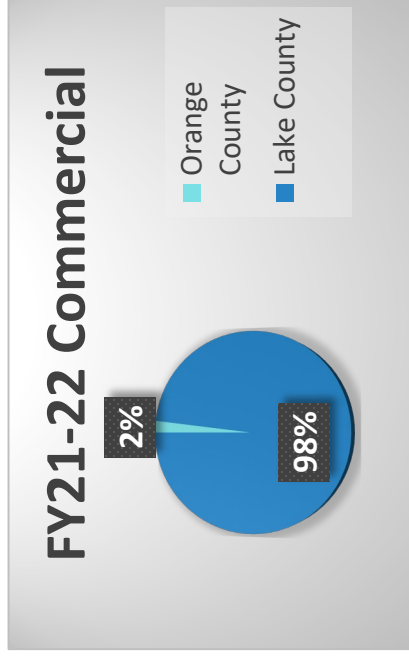
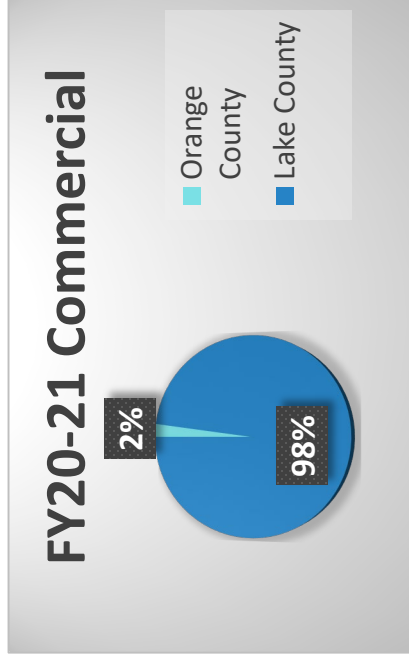
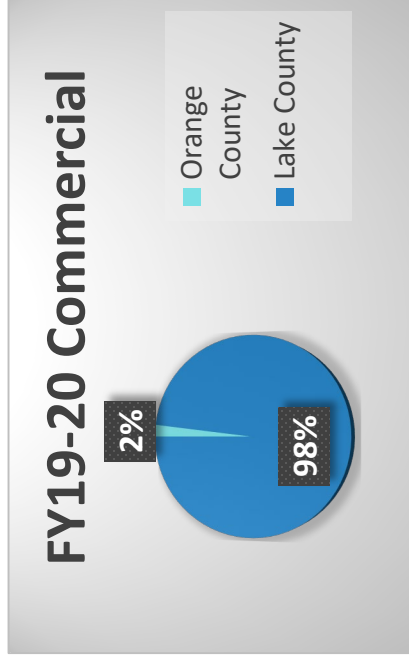


Where customers are located:

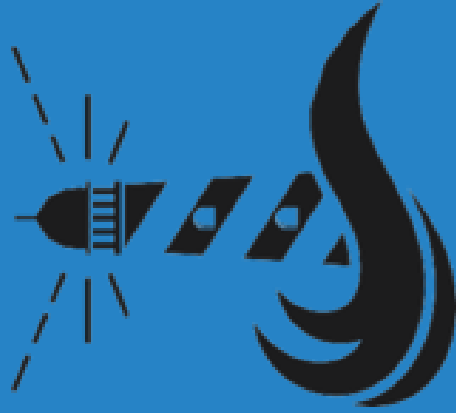


Utility Billing Commercial Vs Residential

FY2019-2021



Important notes:



1. Outside city limit rates are 25% higher than inside city rates – this includes Lake County and Orange County
2. 10% of the Orange County customer revenue is then paid to Orange County for the Orange County Public Service Tax.
 1. OC Public Service Tax FY19-20: \$43,000
 2. OC Public Service Tax FY20-21: \$48,000
 3. OC Public Service Tax FY21-22: \$58,000

Feedback

