



Planning and Development
510 North Baker Street
Mount Dora, Florida 32757
352-735-7112

Email: plandev@cityofmounddora.com

PLANNING & ZONING COMMISSION (Special Meeting)
City Hall Board Room
May 1, 2024 at 10:30 AM

- I. Call to Order**
- II. Roll Call with Determination of Quorum**
- III. Public participation/hearing for non-agenda items**
- IV. New Business**
 - A. Joint Planning Area (JPA) Presentation: Dr. Richard L. Levey, Ph.D., AICP -
Levey Consulting
- V. Announcement of next scheduled meeting date**
 - A. Next regularly scheduled meeting date: May 15, 2024
- VI. Adjournment**

NOTICE: For purposes of Section 286.011, *Florida Statutes*, two (2) or more members of the City Council may be present at this meeting and this meeting may be considered a City Council meeting although no decision of the City Council will be made at this meeting and the City Council shall comply with the requirements of controlling State law in every respect.

NOTICE: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. The City shall not make or perfect such a record. Section 286.0105, *Florida Statutes*.

NOTICE: In accordance with the Americans with Disabilities Act ("ADA") and Florida Statutes, Section 286.26, persons with disabilities needing a reasonable accommodation to participate in a public hearing or meeting should contact the City of Mount Dora's ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 352735-7126, ext. 1111, or by email at clerk@cityofmounddora.com.

If hearing impaired, telephone the Florida Relay Service numbers (800) 955-8771 (TDD) or (800) 955- 8770 (Voice) for assistance.



CITY OF MOUNT DORA

Planning and Development
510 N. Baker St.
Mount Dora, FL 32757
352-735-7113
plandev@cityofmoundora.com

DATE: May 1, 2024

TO: Planning and Zoning Commission

FROM: Development Review Committee
Michele Janiszewski, AICP, Senior Planner

RE: City-County Joint Planning Area (JPA) Discussion

Background:

Joint Planning Agreements (JPA) are an intergovernmental cooperation effort to address or resolve issues of mutual interest by coordinating plans, policies, and/or programs. Benefits include cost savings; opportunity to address regional issues; early identification of issues; reduced litigation; and consistency and predictability.

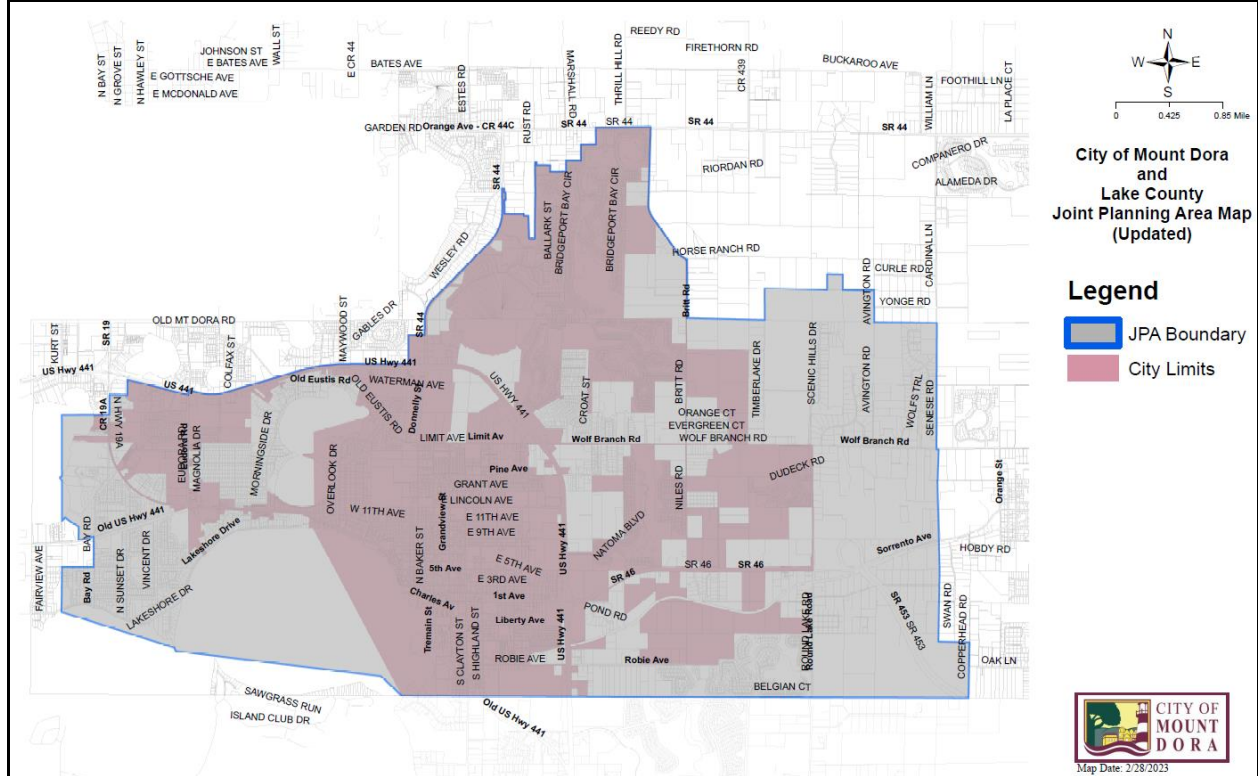
The City of Mount Dora and Lake County established our Joint Planning Area (JPA) in 2004 and it was amended in 2015 to amend the boundary. The JPA boundary has been used as the basis of the city's long-range planning endeavors including, but not limited to, our utility service area, future transportation plan, and trails network plan.

The JPA includes provisions limiting the City to only annexing land within the JPA; designates and promotes the creation of an employment center and other development patterns; establishes procedures for reviewing and commenting on development orders within the JPA and requires the City and County to mutually provide applications and comments to each other; provides an agreement that the City will match the County assigned density and intensity of the annexed property.

Last year the JPA was amended to:

1. Expand the JPA boundary to include two additional parcels;
2. Replace Article III, Section 4 with new provisions to establish a new Joint Planning Agreement within 12 months of the adoption of the amendment as an interim agreement until a new JPA is adopted within 12 months;
3. Remove 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; and
4. 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.

City-County JPA Boundary:



City-County Joint Review Process:

When applications are received by either the County or City for projects within the JPA area, the application is provided to the other jurisdiction to provide comments. If the property is eligible for annexation, we request that the property annex into the City limits and have entitlements obtained through the City.

If the property is not eligible for annexation but is seeking to utilize our water or sewer, we have the developer complete a covenant to annex and the development applications (site plan, plats, construction plans) are submitted to the County to review and approve. The County transmits the applications and resubmittals to the City to provide comments.

Requested Action:

The City and County have contracted with Dr. Richard Levy to assist in the collaboration efforts to draft a new JPA agreement. As such, Dr. Levy is soliciting input from the Board of County Commissioners, City Council, Mount Dora Planning & Zoning Commission, Lake County Planning & Zoning Board, and Staff in order to draft a mutually beneficial agreement for the City and County.

Dr. Levy is seeking input from the Planning & Zoning Board pertaining to the City-County JPA agreement.

Attachments:

Second Amendment to the City-County JPA (June 2023)
City-County JPA (2004)

1 **SECOND AMENDMENT TO CITY OF MOUNT DORA-LAKE COUNTY**
2 **JOINT PLANNING AGREEMENT**

3
4 This is a Second Amendment to the Joint Planning Agreement is made by and between the City of
5 Mount Dora, a Florida Municipal Corporation (the "City") and Lake County, Florida, a political subdivision
6 of the State of Florida (the "County").
7

8 **PREAMBLE**
9

10 **WHEREAS**, on September 28, 2004, the parties entered into a Joint Planning Agreement (JPA)
11 for purposes of ensuring that the lands in the joint planning area are developed in a way that will ensure
12 efficient provision of public infrastructure and services; and
13

14 **WHEREAS**, on March 3, 2015, the parties entered into a First Amendment to the JPA to adjust
15 the boundary for the joint planning area in the vicinity of Bay Road and Old Highway 441; and
16

17 **WHEREAS**, the parties now desire to further amend the JPA to remove provisions that may be
18 deemed contrary to current law; and
19

20 **WHEREAS**, the parties have determined that this amendment is in the best interests of the public
21 health, safety, and welfare.
22

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

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

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

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.

Second Amendment to the Mount Dora and Lake County Joint Planning Agreement

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

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

4. a. It is the intent of the City and the County that the lands in the Joint Planning Area are developed consistent with development within the City. In order to accomplish this goal, the City and the County agree that within twelve (12) months of the Effective Date of this Amendment, the parties shall use their best efforts to adopt a new JPA as part of the countywide planning initiative which shall apply within both the incorporated and the unincorporated portions of the Joint Planning Area. Failure to adopt a new JPA in the twelve (12) month period set forth herein shall not invalidate the effectiveness of this Agreement. Extensions of the twelve (12) month period may be mutually agreed upon by the City Manager and County Manager without requiring a further amendment to this Agreement.

b. In the interim time between the Effective Date of this amendment and the adoption of new JPA, the County shall continue to provide development applications to the City for review in accordance with Article IV. The City shall not require a development review fee from the applicant to provide comments to the County, unless the review is related to the developer applying to the City for review of utilities or infrastructure improvements, then the applicant will be charged all pass-through fees and permit fees. Comments will be directed to the County, with a copy to the applicant.

c. If the property owner voluntarily applies to annex into the City under Section 171.044, Florida Statutes, at time of annexation, the County's Land Use and Zoning shall remain in effect until a formal application for Land Use and/or Zoning map amendment are submitted to the City by the property owner.

5. 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.

Second Amendment to the Mount Dora and Lake County Joint Planning Agreement

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

1. Wolfbranch Road
2. Robie 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.

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

Section 3. Retroactive Application. This Second Amendment shall have retroactive application to and including April 23, 2023, and shall supersede that written notice of termination of the JPA provided by the County on October 25, 2022.

Section 4. Other Provisions. All other provisions of the original JPA shall remain in effect unless otherwise amended in writing or terminated by one or both parties.

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

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Kirby Smith, Chairman

This 27th day of June, 2023.

Approved as to form and legality:

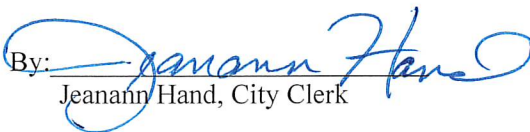
Melanie Marsh, County Attorney

Second Amendment to the Mount Dora and Lake County Joint Planning Agreement

CITY OF MOUNT DORA, FLORIDA

By: 
Crissy Stile, Mayor

ATTEST:

By: 
Jeanann Hand, City Clerk

Approved as to form and legality
as to the City of Mount Dora, only.

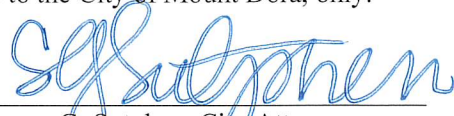
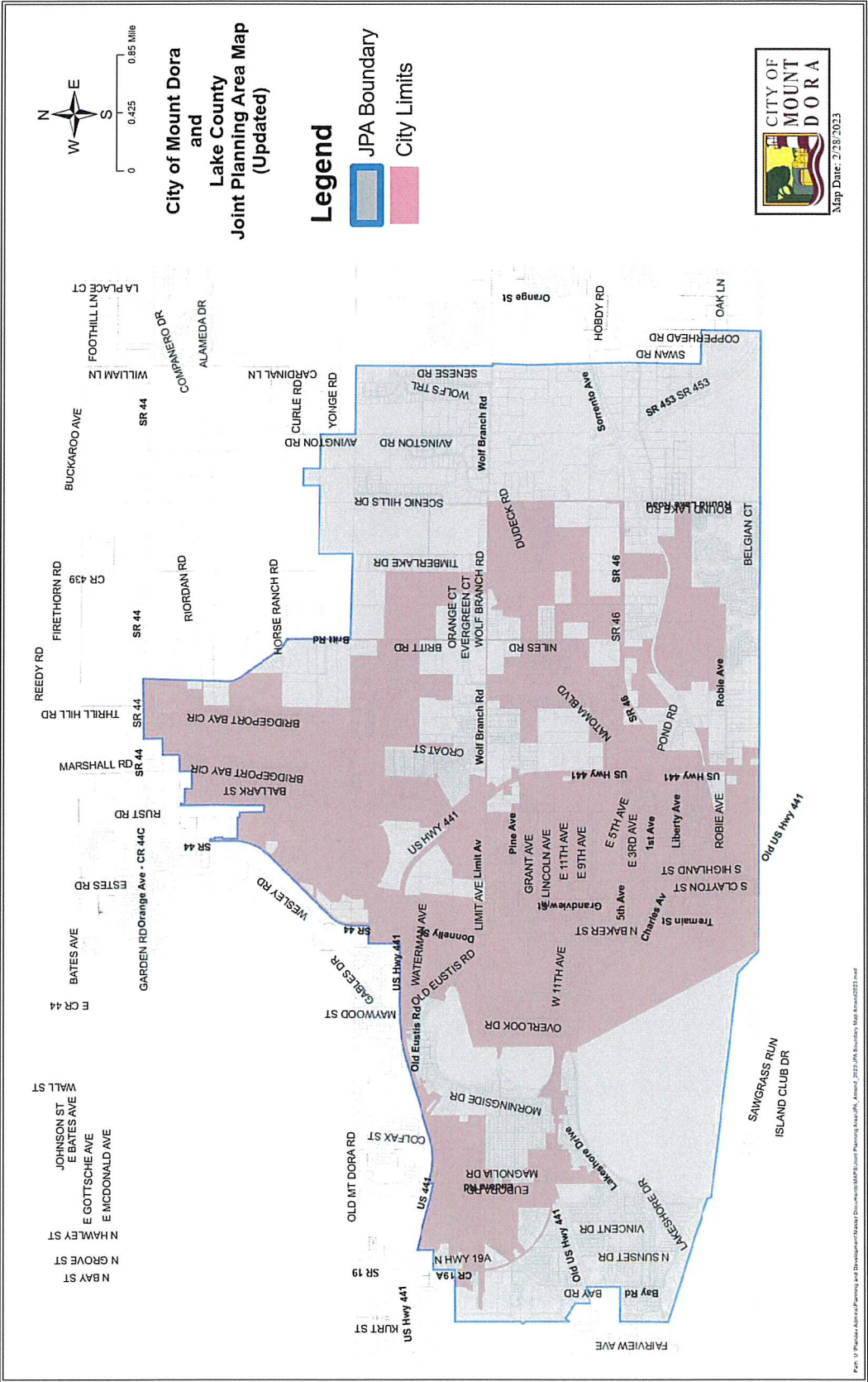

Sherry G. Sutphen, City Attorney

Exhibit "A"



1 **CITY OF MOUNT DORA - LAKE COUNTY**

2 **JOINT PLANNING AGREEMENT**

3 This Joint Planning Agreement is made and entered this 28th day of September
4 2004 by and between the City of Mount Dora, a Florida Municipal Corporation (the "City") and
5 Lake County, Florida, a political subdivision of the State of Florida (the "County").

6 **PREAMBLE**

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

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

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

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

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

1 WHEREAS, the City and the County are desirous of engaging in joint efforts to
2 comprehensively plan certain areas within the City limits of the City of Mount Dora and as well
3 as certain areas located within the boundaries of Lake County, (the "Joint Planning Area" or the
4 "JPA"); and

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

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

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

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

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

21 WHEREAS, the City and County wish to identify a joint planning area and have

1 determined that a joint planning agreement will foster intergovernmental coordination and
2 cooperation, economical provision of services, including police, fire and other services, and
3 adequate utilization of existing and proposed infrastructure; and

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

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

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

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

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

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

1 and

2 WHEREAS, the establishment of this agreement will provide for a better defined
3 boundary between the City and the County including the elimination of enclaves and reduce
4 confusion to residents and service providers; and

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

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

10 WHEREAS, the City and County recognize Mount Dora and the unincorporated area of
11 Sorrento/Mount Plymouth as distinctive communities, and desire to protect the unique character
12 of each; and

13 WHEREAS, the City and County recognize the scenic nature of Wolfbranch Road and
14 character of established residential neighborhoods appurtenant to this roadway corridor; and

15 WHEREAS, the City and County affirm a shared commitment to furthering
16 transportation and conservation objectives of the Wekiva River Basin Coordinating Committee
17 as set forth by the Wekiva Parkway and Protection Act, Part III, Chapter 369, Florida Statutes
18 (2004);

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

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.

8 **ARTICLE II - DEFINITIONS**

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

12 2. Agreement. Means this Agreement, as the same may be amended or
13 supplemented as provided for herein.

14 3. City. Means the City of Mount Dora, a Florida municipal corporation.

15 4. City Comprehensive Plan. Means the comprehensive plan of the City adopted
16 pursuant to the Act, as amended from time to time.

17 5. City Council. Means the elected legislative governing board of the City of Mount
18 Dora .

19 6. Collector Road. Means the type of road that provides for movement between
20 local streets and the regional road network. A collector road may include an arterial road.

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

1 Florida.

2 8. County Commission. Means the elected legislative governing board of Lake
3 County.

4 9. County Comprehensive Plan. Means the comprehensive plan of the County
5 adopted pursuant to the Act, as amended from time to time.

6 10. County-Maintained Roads. Means roadways, or segments thereof, along with
7 associated drainage facilities, actually maintained or required to be maintained by the County,
8 which may or may not have been transferred to the County for maintenance responsibility by the
9 State of Florida as outlined in Chapter 335, Florida Statutes, as amended or superseded from time
10 to time.

11 11. Development. Means development as set forth in Sections 163.3164(6) and
12 380.04, Florida Statutes (2003), as amended or superseded from time to time.

13 12. Employment Center. Means an area in which light industrial, wholesale,
14 manufacturing and assembly uses, offices and combinations of these uses are appropriate, as
15 designated on the Lake County Future Land Use Map.

16 13. Enclave. Means enclave as set forth in Section 171.031, Florida Statutes (2003),
17 as amended or superseded from time to time.

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

21 15. Governing Body. Means, in the case of the County, the County Commissioners,

1 and in the case of the City, the City Council.

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

6 17. Joint Planning Area or JPA. Means that area depicted in Exhibit "A."

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

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

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

16 21. Non-conforming use. Means existing land use that is prohibited by current
17 regulations.

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

1 23. Professional Employment Center. Means an area in which light industrial,
2 offices, and combinations of these uses are appropriate, as designated on the Lake County Future
3 Land Use Map.

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

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

14 26. Vested Development. Means development that has been issued a final
15 development order.

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."

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.

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.

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

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

5. Requests for municipal services within the JPA may at the discretion of the City, require a covenant to annex or, if contiguous to the City boundary, annexation into the City in order to receive municipal services. If the City notifies the County as part of a Development Order application review process that a covenant to annex will be required because of the provision of City utilities to the development and the property is located within the JPA, the County shall not approve a Development Order until such time as a covenant to annex has been

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.

3 6. a. The City shall annex only lands in the Joint Planning Area and shall not
4 annex any lands outside of the Joint Planning Area without amendment of Exhibit "A" of this
5 Agreement.

6 As real property within the area depicted as unincorporated is annexed into
7 the City, it shall be unnecessary to amend this Agreement or Exhibit "A."

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

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

- 1 1. Wolfbranch Road;
- 2 2. Robie Avenue;
- 3 3. Old Highway 441;
- 4 4. CR19A;
- 5 5. Britt Road; and
- 6 6. Round Lake Road.

7 c. Terms of Non-Annexation Related Transfer of Infrastructure and Right-of-
8 Way. Transfers of maintenance responsibility and ownership from the County to the City related
9 to road right-of-ways and their associated drainage facilities not associated with an annexation
10 shall require an agreement between the City and the County.

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.

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.

17 2. Review of Development Applications described in 1, above. In addition to the
18 evaluation and comments normally prepared by the City or the County agency initially accepting
19 an application for a Development Order, any comments submitted by the agency of secondary
20 jurisdiction in their review of the copy of a Development Order application shall be considered
21 by the agency of primary jurisdiction in its review of the Development Order, which review shall

1 include an examination of the relationship between the application, the City's and the County's
2 Comprehensive Plans, Land Development Regulations and this Agreement.

3 3. When reviewing any Development Order plan(s) or application(s) for properties
4 within the JPA that are bound by a City covenant to annex, the City staff shall provide review
5 comments and forward such covenant to annex directly to the County. Formal review of said
6 plan(s) or application(s) along with the permitting, inspection and the issuance of Certificates of
7 Occupancy on such properties shall then be the responsibility of the County. Such properties
8 shall meet the supplemental development criteria, if any, as stipulated in the City's covenant to
9 annex and related agreements. The County shall not issue a Certificate of Occupancy until the
10 City has approved all public infrastructure to be transferred to the City pursuant the terms
11 established in the covenant to annex and related agreements and any additional City
12 requirements, including concurrency, have been met, which requirements shall be forwarded to
13 the County as part of the Development Order application review process.

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

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

1 provide quality job opportunities, including professional offices, convenient to both the City of
2 Mount Dora and unincorporated area of Sorrento and Mount Plymouth. The City and the County
3 shall coordinate efforts to develop Comprehensive Plan policies that are appropriate for this
4 employment center, ensure compatibility with neighboring land uses, and respect the distinct
5 identities of both the city and the unincorporated area.

6 2. It is the intent of the City and the County to create a local scenic roadway
7 designation for Wolfbranch Road and to develop Comprehensive Plan policies that protect the
8 aesthetic characteristics of this residential corridor. Such policies shall consider lighting,
9 signage, buffers, protection of canopy trees, and restrictions on incompatible development.

10 3. It is the intent of the City and the County to designate a transitional area within the
11 JPA between Round Lake Road and the Mount Plymouth/Sorrento Urban Compact Node, as
12 depicted in Exhibit "B." The objective of this designation shall be to support the professional
13 employment center identified in paragraph 1 and to provide for transitional residential densities
14 of no more than one unit per acre, compatible with established neighborhoods in the Wolfbranch
15 Road corridor.

16 4. It is the intent of the City and the County to coordinate with state agencies and
17 local governments to implement requirements of the Wekiva Parkway and Protection Act.
18 Within the JPA, these activities may include but are not limited to the establishment of
19 Comprehensive Plan policies and land development regulations, creation of a master stormwater
20 management plan, and the protection of habitat and recharge areas. Consistent with this, the City
21 and the County shall explore cooperative efforts to acquire environmentally sensitive land within

1 the JPA and consider development of a trail system to link natural areas with the surrounding
2 community and employment center.

3 ARTICLE VI - GENERAL PROVISIONS

4 1. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit
5 of the parties executing this Agreement, and no right or cause of action shall accrue upon or by
6 reason hereof, to or for the benefit of any third party not a formal named party hereto. Nothing in
7 this Agreement expressed or implied is intended or shall be construed to confer upon or give any
8 person or corporation other than the parties hereto any right, remedy or claim under or by reason
9 of this Agreement or any provisions or conditions hereto; and all of the provisions,
10 representations, covenants and conditions herein contained shall inure to the sole benefit of, and
11 shall be binding upon, the parties hereto and their respective and express representatives,
12 successors and assigns.

13 2. Renegotiation. The County or the City may call for renegotiation of this
14 Agreement by written notice to the other party at any time. The City and the County may
15 renegotiate this Agreement in response to changed circumstances, to seek refinement, expand or
16 contract the JPA boundary, or alter the designated time allowances as described in this
17 Agreement. Upon such written notice, for a period of 90 days thereafter, the City and the County
18 shall attempt to renegotiate this Agreement in good faith. During that 90-day period, where
19 either party, in its sole discretion and in good faith, determines that such renegotiations have
20 reached an impasse, it may invoke the conflict resolution procedures set forth in Chapter 164,
21 Florida Statutes. If no Agreement is negotiated during the 90-day period or during the conflict

1 resolution process, the terms of this Agreement shall continue to govern and remain in full force
2 and effect. Should the City or the County seek judicial review of this Agreement, or to enforce
3 this Agreement, the City and the County recognize that venue will be properly located in Lake
4 County, Florida for any action regarding this Agreement. The failure of any party to this
5 Agreement to enforce any provision contained herein shall in no event be deemed a waiver of its
6 rights to thereafter enforce this Agreement. Utilization of one remedy to enforce this Agreement
7 shall not be deemed the only method by which to enforce the provisions of this Agreement.

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

17 4. Effective Date. Prior to this Agreement, or any amendment hereto, becoming
18 effective, it shall be approved and executed by both parties hereto, and pursuant to Section
19 163.01(11), Florida Statutes (2003), this Agreement shall become effective immediately after
20 filing of this Agreement with the Clerk of the Circuit Court of Lake County, Florida. This
21 Agreement shall be recorded in the public Records of Lake County, Florida, and the cost thereof,

1 if any, shall be shared equally by both governing bodies

2 5. Termination and Amendment.

3 a. Termination.

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

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

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

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

20 6. Notice; Proper Form. Any notice to be delivered hereunder to either the City or
21 the County by the other party shall be in writing and shall be deemed to be delivered when: (a)

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

8	COUNTY	CITY
9	County Manager	City Manager
10	Lake County Administration Building	City of Mount Dora
11	P.O. Box 7800	P.O. Box 176
12	315 West Main Street	510 North Baker Street
13	Tavares, FL 32778-7800	Mount Dora, FL 32757
14		

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

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

23 IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on
24 the respective dates under each signature: the COUNTY through its Board of County

1 Commissioners, signing by and through its Chairman, duly authorized to execute same by Board
2 action on the 28th day of September, 2004, and the CITY through its City Council,
3 signing by and through its Mayor, duly authorized to execute same by Council action on the
4 3rd day of August, 2004.

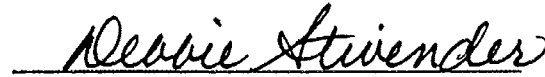
5 COUNTY

6 ATTEST:

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10 James C. Watkins, Clerk
11 of the Board of County
12 Commissioners of Lake County, Florida
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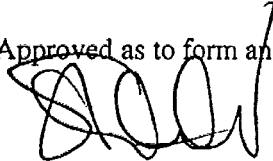
LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



Debbie Stivender Chairman

This 15th day of October,
2004.

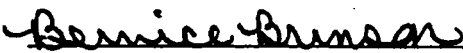
15 Approved as to form and legality:

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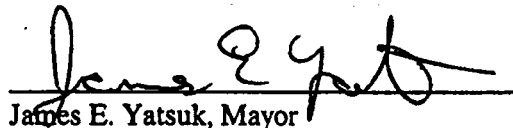
20 Sanford A. Minkoff
21 County Attorney
22

23 CITY

24 ATTEST:

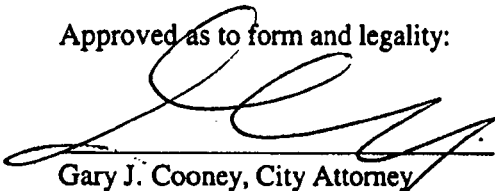
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28 Bernice Brinson, City Clerk
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James E. Yatsuk, Mayor

This 8th day of October, 2004.

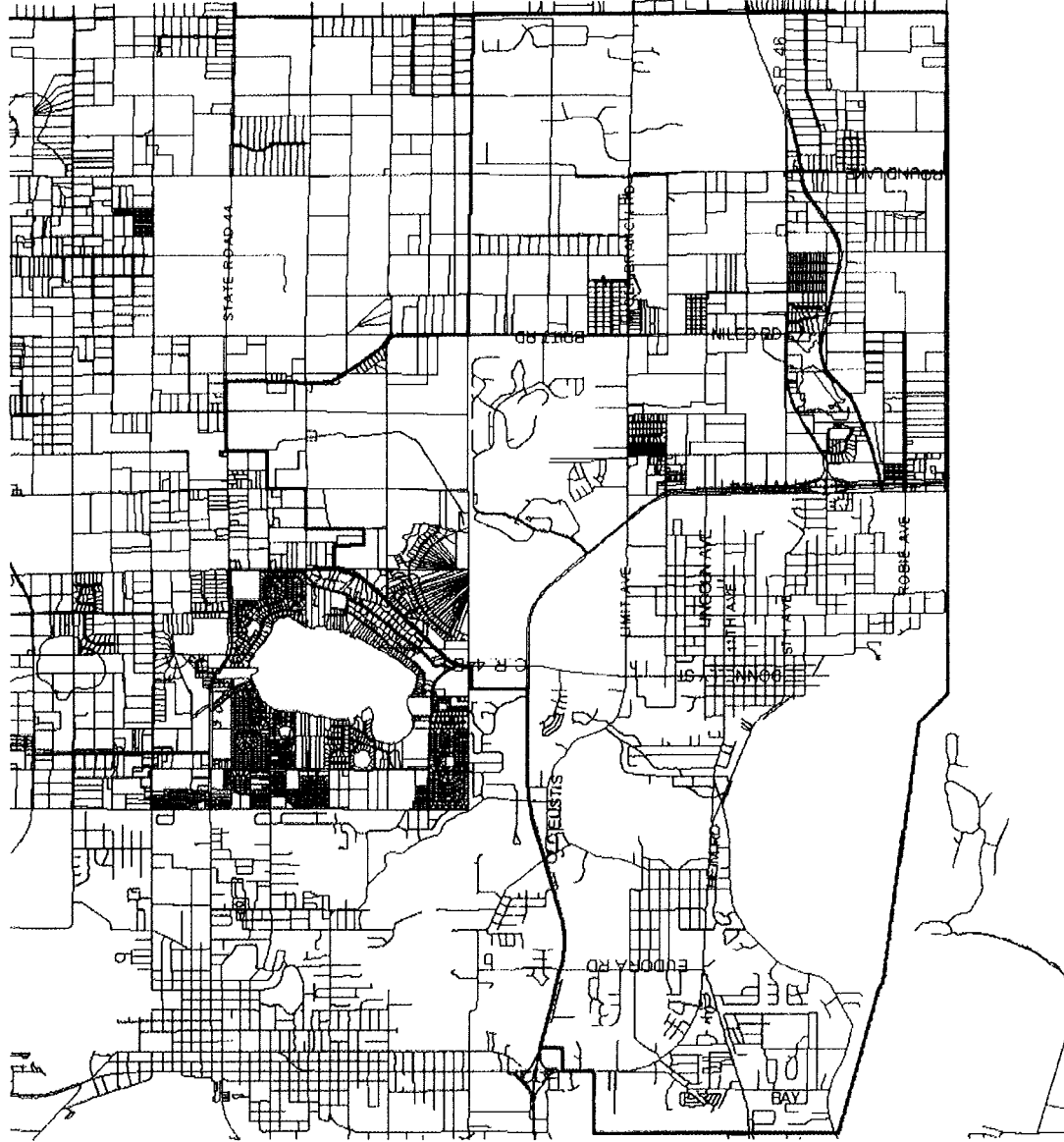
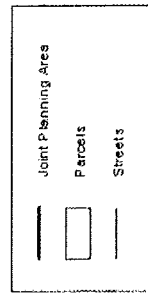
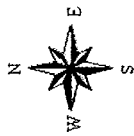
31 Approved as to form and legality:

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Gary J. Cooney, City Attorney



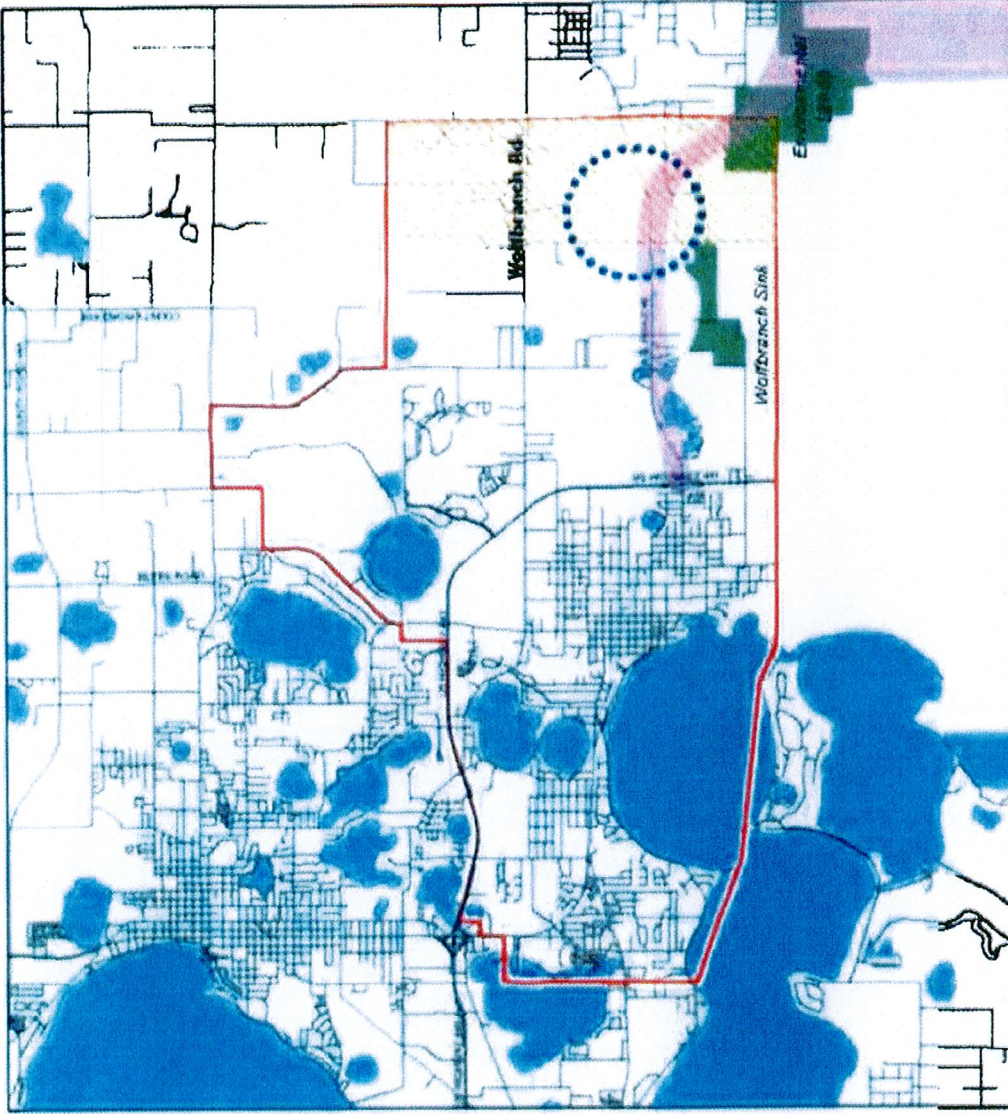
Lake County/City of Mount Dora Joint Planning Area Map



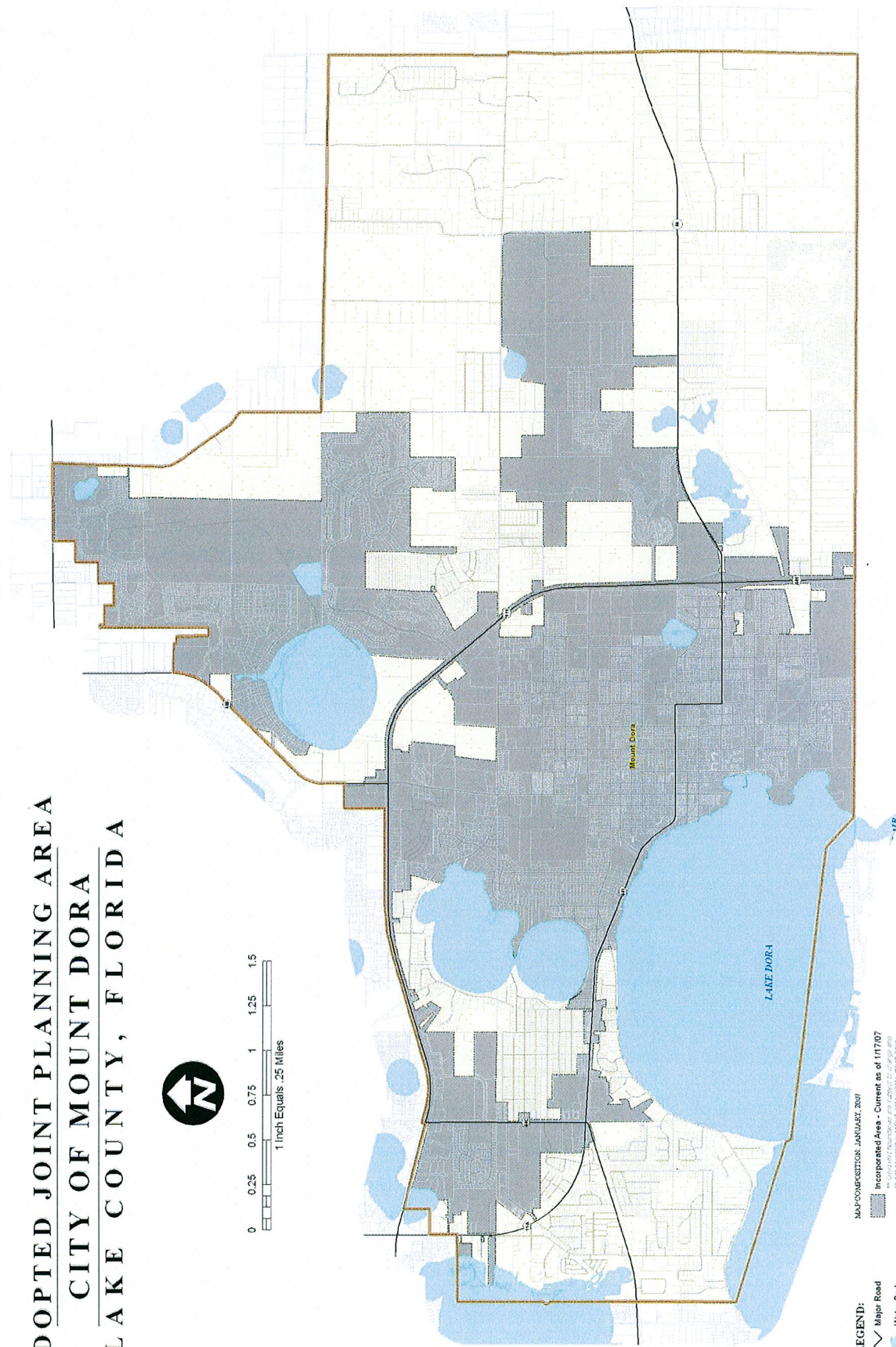
Lake County / Mount Dora Joint Planning Area Map

Exhibit "B"

- Mt Dora JPA Boundary
- JPA Transitional Area
- Conceptual Location for "Office Employment Center"
- Wetiva Transportation Improvement
- Streets and Roads



ADOPTED JOINT PLANNING AREA
CITY OF MOUNT DORA
LAKE COUNTY, FLORIDA

[illegible]

MAP COMPRISEMENT JANUARY 2009

LEGEND:

- Major Road
- Water Body
- JPA Boundary (adopted)

DATE PREPARED:

Lake County GIS Department/Planning
Lake County GIS Department/Planning
Growth Management/ Comprehensive Planning

Map Information:

Map Title: Incorporated Area - Current as of 1/1/707

Map Date: 1/1/707

Map Scale: 1 inch = 1 mile

Map Author: Lake County GIS Department/Planning

Map Reviewer: Lake County GIS Department/Planning

Map Approval: Lake County GIS Department/Planning

Map Distribution: Lake County GIS Department/Planning

Map Storage: Lake County GIS Department/Planning

Map Version: 1.0

Map Notes: This map shows the incorporated area of Lake County, Oregon, as of January 1, 1970. The map is based on the 1970 Census of Population and Housing, which shows that the population of Lake County was 10,000 at that time. The map is a vector map and can be scaled to any size without loss of quality. The map is a public domain map and can be used for any purpose without charge.