

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Joint Planning Interlocal Agreement between Seminole County, the City of Sanford and the Sanford Airport Authority relating to the Orlando Sanford International Airport (Seminole County, applicant)

**DEPARTMENT:** Planning and Development **DIVISION:** Planning

**AUTHORIZED BY:** Donald S. Fisher **CONTACT:** Tony Matthews **EXT.** 7373

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|--|
| <b>Agenda Date</b> <u>05/25/04</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/><br><b>Public Hearing – 1:30</b> <input checked="" type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/> |
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**MOTION/RECOMMENDATION:**

1. Authorize chairman to execute the attached joint planning interlocal agreement between Seminole County, the City of Sanford and the Sanford Airport Authority relating to the Orlando Sanford International Airport, with staff findings and recommendation; or
2. Deny the attached joint planning interlocal agreement between Seminole County, the City of Sanford and the Sanford Airport Authority relating to the Orlando Sanford International Airport; or
3. Continue this item to a time and date certain.

(District 5–Commissioner McLain)

(Tony Matthews, Principal Planner)

**BACKGROUND:**

In September 2003, the City of Sanford incorporated the Orlando Sanford International Airport (OSIA) Master Plan Update into its comprehensive plan. In November 2003, the Florida Department of Community Affairs (Department) issued a Notice stating that should the City wish to exempt the OSIA from compliance with provisions of the development of regional impact program (as allowed by statute) that: (1) the County must adopt the OSIA master plan into its comprehensive plan; or (2) the City and County must enter into a joint planning agreement, pursuant to Section 163.3171, Florida Statutes, for the City to obtain planning authority over those portions of the OSIA Airport Layout Plan that are within the County (see letter from the Department dated November 11, 2003).

**STAFF FINDINGS AND RECOMMENDATION:**

Recommend approval of the attached interlocal agreement with enclosed staff findings.

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| <b>Reviewed by:</b><br><b>Co Atty:</b> <u>RCC</u><br><b>DFS:</b> _____<br><b>Other:</b> <u>MMW</u><br><b>DCM:</b> <u>BS</u><br><b>CM:</b> <u>TKB</u><br><b>File No.</b> <u>ph130pdp02</u> |
|---|

Direction of the Board of County Commissioners:

At a briefing on March 9, 2004, the Board directed staff to draft an interlocal agreement as provided for in Option 2 above. On April 27, 2004, the Board authorized staff to schedule and advertise a public hearing for consideration of the joint planning interlocal agreement (JPA) as described below.

The Department has informed the County that it has no objections to the proposed JPA.

Summary of Proposed Agreement:

The purpose of the JPA is to set forth procedures for intergovernmental coordination between Seminole County and the City of Sanford regarding development of property in the unincorporated portions of Seminole County within the area known at the Orlando Sanford International Airport (OSIA) Airport Layout Plan area (see attached map). The JPA will also allow the County and City to jointly share planning authority on properties within unincorporated Seminole County within the Airport Layout Plan area.

The proposed JPA will grant authority to the County to review and approve or deny all land use applications within the unincorporated portions of the OSIA, Airport Layout Plan; provided, however, that the Sanford City Commission shall have the ability to institute the dispute resolution mechanisms of the 1995 Mediation Interlocal Agreement between Seminole County, County municipalities and the School Board. Land use applications may include plan amendments, rezonings, special exceptions, variances, site plans, and plats.

The JPA also creates an advisory committee to be known as the "Orlando Sanford International Airport Area Planning Committee" to review land use applications in the unincorporated portions of the Airport Layout Plan area. The JPA provides direction for processing land use applications that are compliant/non-compliant with the provisions of the JPA.

**STAFF FINDINGS AND RECOMMENDATION:**

Recommend approval of the attached interlocal agreement with findings that:

1. The parties (i.e., Seminole County, the City of Sanford and the Sanford Airport Authority) have provided for future development adjacent the Orlando Sanford International Airport (OSIA) by creation of the Industrial, Higher Intensity Planned Development-Airport and the Airport Industry and Commerce comprehensive plan future land use designations and related goals, objectives and policies.
2. The parties support well-planned development of the OSIA and have instituted comprehensive plan policies and land development regulations to guide development of the OSIA.

3. The parties recognize the beneficial impacts to the strategic economic development plan and long term economic development potential of lands adjacent the Orlando Sanford International Airport, including support of the Foreign Trade Zone and infrastructure improvements.
4. The Florida Department of Community Affairs has stated its support of the goal of the parties to enhance and expand the OSIA.
5. The parties have determined that it is in the best interest of the citizens of the parties that this Agreement also be entered into.
6. Florida Statutes provides for creation of interlocal agreements that deal with joint land use planning.

Time Frame for Approval of Proposed Agreement:

|   |          |
|---|----------|
| Land Planning Agency/Planning and Zoning Commission meeting | 05/05/04 |
| Board of County Commissioners public hearing                | 05/25/04 |

**LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION (LPA/P&Z) (05/05/04):**

Recommended that the proposed interlocal agreement is consistent with Policy FLU 7.2 Joint Planning Agreements which states that “The County shall pursue Joint Planning Agreements with each of the cities in Seminole County to address, at a minimum, future annexations, provision of services and facilities and land use compatibility”, and voted to recommend the interlocal agreement, as proposed, by 7 to 0.

Notes:

Section 163.3177(6)(k), Florida Statutes, provides that airports may be exempted from review under the provisions of the development of regional impact (DRI) program (Section 380.06, Florida Statutes).

Section 163.3171(1)-(4), Florida Statutes, provides that unincorporated areas adjacent to incorporated municipalities may be included in the area of municipal jurisdiction for the purposes...if the governing bodies of the municipality and the county in which the area is located agree [via joint agreement] on the boundaries of such additional areas, on procedures for joint action in the preparation and adoption of the comprehensive plan, on procedures for the administration of land development regulations or the land development code applicable thereto...

Attachments:

- A. Proposed interlocal agreement.
- B. Map of Airport Layout Plan Boundary.
- C. Letter from Florida Department of Community Affairs.
- D. LPA/P&Z minutes.

JOINT PLANNING INTERLOCAL AGREEMENT  
BETWEEN SEMINOLE COUNTY, THE CITY OF SANFORD AND  
THE SANFORD AIRPORT AUTHORITY RELATING TO THE  
ORLANDO SANFORD INTERNATIONAL AIRPORT

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY"; the CITY OF SANFORD, a Florida municipal corporation whose address is 300 North Park Avenue, Sanford, Florida 32771, hereinafter referred to as "SANFORD"; and the Sanford Airport Authority, 1200 Red Cleveland Boulevard, Sanford, Florida 32773, hereinafter referred to as the "AIRPORT".

W I T N E S S E T H:

WHEREAS, SANFORD is a municipality located within the COUNTY; and

WHEREAS, SANFORD and the COUNTY have a long established tradition of intergovernmental coordination for the benefit of the citizens of both jurisdictions; and

WHEREAS, pursuant to Part II, Chapter 163, Florida Statutes, the comprehensive plans of SANFORD and the COUNTY permit the parties to enter into interlocal agreements to address joint land planning issues; and

**WHEREAS,** Section 163.3171, Florida Statutes, permits municipalities and counties to enter into interlocal agreements for the purpose of allowing the municipality to regulate land development in designated unincorporated areas of the COUNTY; and

**WHEREAS,** both SANFORD and the COUNTY support well-planned development of the Orlando Sanford International Airport (hereinafter the referred to as the "OSIA"), and in that regard, have instituted comprehensive plan policies and land development regulations to guide development of the OSIA; and

**WHEREAS,** the Florida Department of Community Affairs has expressed its support of the enhancement and expansion of the OSIA as well as the intergovernmental coordination of SANFORD and the COUNTY to achieve this goal; and

**WHEREAS,** SANFORD and the COUNTY have determined it to be in the best interests of their citizenry, and to benefit the OSIA, to share planning authority within the unincorporated parcels of the Airport Layout Plan Area; and

**WHEREAS,** this Agreement has been adopted pursuant to the requirements of Section 163.3171, Florida Statutes.

**NOW, THEREFORE,** in consideration of the premises, mutual covenants, and agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by SANFORD and the

COUNTY (collectively referred to as the "Parties"), the Parties do hereby covenant and agree as follows:

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.

**SECTION 2. PURPOSE.** The purpose of this Agreement is to set forth the procedures for intergovernmental coordination between SANFORD and the COUNTY regarding development of property in the unincorporated Airport Layout Plan Area, as depicted in Exhibit "A" attached hereto.

**SECTION 3. APPLICABILITY.** The terms of this Agreement shall apply to all unincorporated areas within the Airport Layout Plan Area.

**SECTION 4. JOINT PLANNING AUTHORITY.**

SANFORD and the COUNTY shall share planning authority within the unincorporated Airport Layout Plan Area. In this regard, the Board of County Commissioners of Seminole County (hereinafter the "Board") shall have the jurisdiction and the authority to review and approve or deny all land use applications within the unincorporated Airport Layout Plan Area, including Comprehensive Plan Amendments (including large and small scale land use and text amendments), rezonings, special exceptions, variances, site plans and plats; provided however, that the Sanford City Commission shall have the ability to

institute the dispute resolution mechanisms of the *Interlocal Agreement Between Seminole County and All Cities and the School Board for Mediation of 1995*.

**SECTION 5. APPLICATION PROCEDURE.**

(a) In furtherance of the joint planning objectives of this Agreement, there is also hereby created an intergovernmental planning committee to be called the "Orlando Sanford International Airport Area Planning Committee," (hereinafter referred to as the "Committee").

(b) The Committee shall be composed of the following staff members of the CITY, the COUNTY and the AIRPORT:

(1) The COUNTY Director of Planning and Development or their representative;

(2) The COUNTY Planning Manager or their representative;

(3) The COUNTY Development Review Manager or their representative;

(4) The COUNTY Building Official or their representative;

(5) The SANFORD Director of Planning and Community Development or their representative;

(6) One principal planner from SANFORD;

(7) The AIRPORT President or their representative;

and

(8) One Vice President of the AIRPORT or their representative.

(c) Prior to the processing of any land use application within the unincorporated Airport Layout Plan Area by COUNTY development review staff, and upon payment of the COUNTY's application fee, such application shall be reviewed by the Committee. Such review shall include the following factors:

(1) Compliance with this Agreement;

(2) Consistency with both the CITY and COUNTY respective Comprehensive Plans;

(3) Consistency with the land development regulations of both SANFORD and the COUNTY; and

(4) Consistency with the AIRPORT Master Plan.

(d) Should the Committee determine the application to be consistent with all of the above factors, it shall forward the application to COUNTY staff for further processing and presentation the appropriate boards and/or commissions.

(e) Should the Committee determine that the application is not compliant with all of the above factors, it shall provide written notification of such determination to the applicant, the CITY and the AIRPORT. The Committee shall then wait thirty (30) days for receipt of any comments from the CITY or the AIRPORT. Upon conclusion of this thirty (30) day period, the application

shall be forwarded to COUNTY staff for processing and presentation to the Board.

(f) The COUNTY shall not approve any land use application in the unincorporated Airport Layout Plan Area which is inconsistent with the AIRPORT Master Plan.

**SECTION 6. NOTICE.** Any notices provided pursuant to this Agreement shall be sent to the following addresses:

CITY:

City Manager  
City of Sanford  
Post Office Box 1788  
Sanford, Florida 32771

COUNTY:

Planning and Development Director  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

AIRPORT:

President  
Sanford Airport Authority  
1200 Red Cleveland Boulevard  
Sanford, Florida 32773

**SECTION 7. CONFLICT RESOLUTION.** The respective staffs of SANFORD and the COUNTY shall attempt to resolve any disagreements which arise in regard to the interpretation or enforcement of this Agreement. Should the respective staffs be unable to resolve a disagreement, the Parties shall undertake the dispute resolution mechanisms set forth in the procedures of

the *Interlocal Agreement Between Seminole County and All Cities and the School Board for Mediation of 1995.*

**SECTION 8. TERM.** This Agreement shall be in effect for a five (5) year period beginning the date which it is fully executed by both Parties. This Agreement shall be automatically renewed for a subsequent five (5) year period unless one (1) of the Parties hereto gives the other ninety (90) days advance notice, in writing, of intention to not renew the Agreement, in which event the Agreement shall terminate upon the subsequent expiration date.

**IN WITNESS WHEREOF,** the Parties hereto have set their hands and seals the day, month and year above written.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commis-  
sioners at their regular  
meeting of \_\_\_\_\_, 2004.

\_\_\_\_\_  
County Attorney

ATTEST:

**CITY OF SANFORD**

\_\_\_\_\_  
JANET R. DOUGHERTY, Clerk  
City of Sanford, Florida

By: \_\_\_\_\_  
BRADY M. LESSARD, Mayor

Date: \_\_\_\_\_

ATTEST:

**SANFORD AIRPORT AUTHORITY**

\_\_\_\_\_  
GEOFFREY LONGSTAFF,  
Secretary

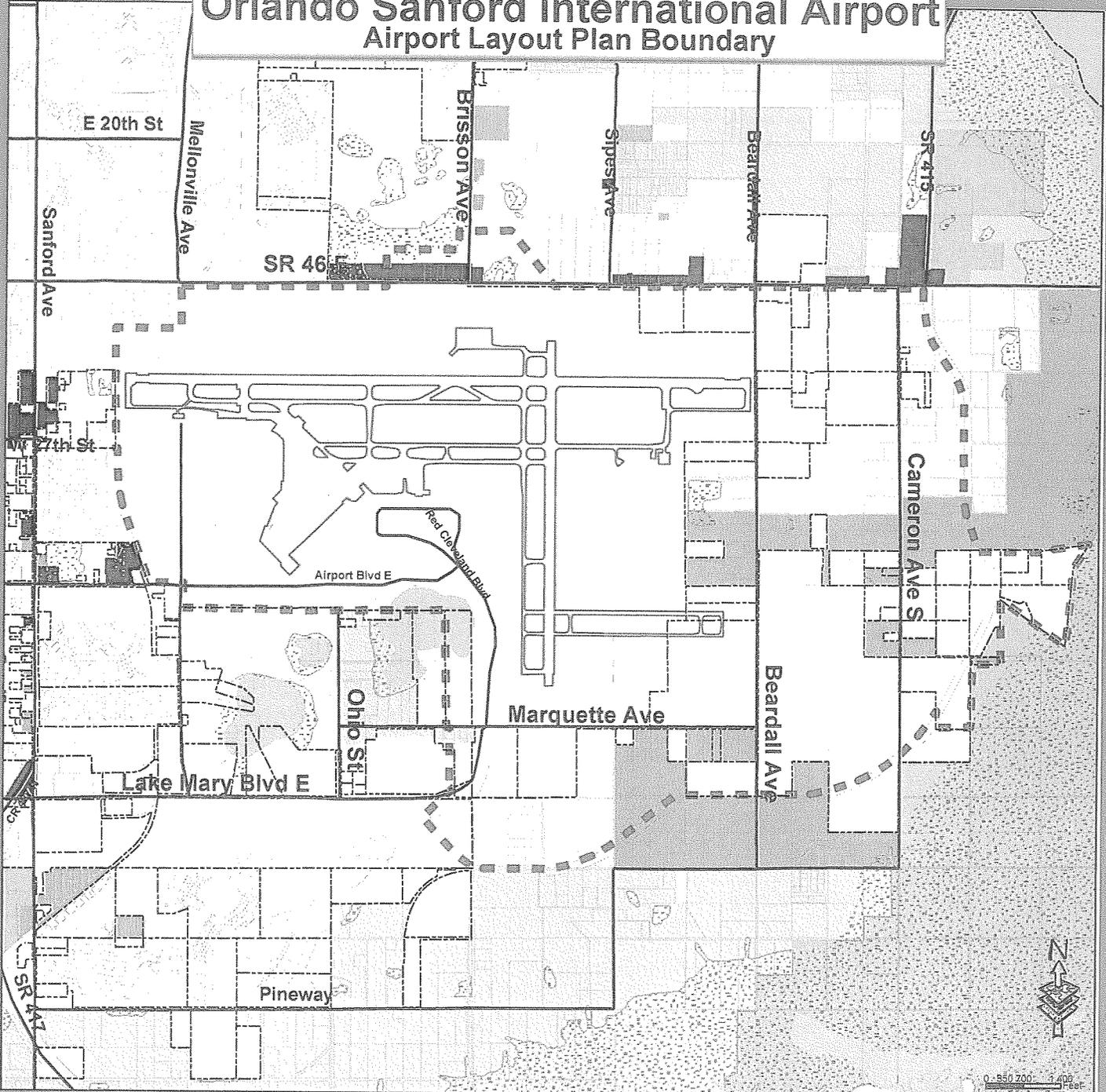
By: \_\_\_\_\_  
WILLIAM R. MILLER, Chairman

Date: \_\_\_\_\_

4/21/04 4/26/04 4/28/04 4/29/04  
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EXHIBIT A

Orlando Sanford International Airport  
Airport Layout Plan Boundary



Seminole County Community Resources/Carographics

|   |                 |     |     |     |
|---|-----------------|-----|-----|-----|
| Parcel                                  | City of Sanford | R3  | HDR | IND |
| — Orlando Sanford International Airport | Future Land Use | SE  | PD  | HIP |
| - - - - Airport Layout Plan             | R10             | LDR | OFF | PUB |
| — Major Roads                           | R5              | MDR | COM | REC |
| - - - - City Boundary                   | CONS            |     |     |     |

The City Future Land Use designation within the Airport Layout Plan is AIC.

FILE



STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS  
"Dedicated to making Florida a better place to call home"

JEB BUSH  
Governor

COLLEEN CASTILLE  
Secretary

November 11, 2003

RECEIVED

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SANFORD AIRPORT AUTHORITY  
OFFICE OF THE PRESIDENT

The Honorable Brady Lessard  
Mayor, City of Sanford  
300 North Park Avenue  
Sanford, Florida 32772

Dear Mayor Lessard:

The Department has reviewed the adopted Comprehensive Plan Amendment for the City of Sanford (DCA No. 03-1), adopted by Ordinance No. 3781 on September 8, 2003, and has determined that it meets the requirements of Chapter 163, Part II, Florida Statutes (F.S.), for compliance, as defined in Subsection 163.3184(1)(b), F.S. The Department is therefore issuing a Notice of Intent to find the plan amendment in compliance. The Notice of Intent has been sent to the Seminole Herald for publication on November 12, 2003.

The Department supports the goal of the City, the Airport Authority, and Seminole County to enhance and expand the airport. We believe the airport is ideally situated to serve as a leader and catalyst in generating new economic development opportunities. We are approving this amendment with the understanding that the follow-up actions which have been determined necessary, and agreed to by the City and Airport, will be addressed in the next available comprehensive plan amendment cycle. These actions are identified in the attached commitment letter from the Sanford City Manager and the Orlando-Sanford International Airport President and CEO. We also wish to take this opportunity to reiterate that if the City wishes the Airport to be exempt from review under the Development of Regional Impact program as provided for at Subsection 163.3177(6)(k), F.S., there are two options: either (1) the County will also need to adopt the airport master plan and related policies into its comprehensive plan consistent with those adopted by the City, or (2) the City will need to enter into a Joint Planning Agreement with Seminole County pursuant to Section 163.3171, F.S., to obtain planning authority over those portions of the Airport Layout Plan that are within the County.

Please note that a copy of the City of Sanford adopted Comprehensive Plan Amendment and the Notice of Intent must be available for public inspection, Monday through Friday, except for legal holidays, during normal business hours, at the City of Sanford Planning Department, 300 North Park Avenue, Sanford, Florida 32771.

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100  
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781  
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE  
2796 Overseas Highway, Suite 212  
Marathon, FL 33050-2227  
(305) 289-2402

COMMUNITY PLANNING  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-2356

EMERGENCY MANAGEMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 488-7956

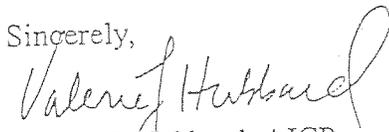
The Honorable Brady Lessard  
November 11, 2003  
Page Two

The Department's Notice of Intent to find the plan amendment in compliance shall be deemed to be a final order if no timely petition challenging the plan amendment is filed. Any affected person may file a petition with the agency within 21 days after the publication of the Notice of Intent pursuant to Section 163.3184(9), F.S. No development orders or permits for a development, dependent on the plan, may be issued or commence before the plan takes effect. Please be advised that Section 163.3184(8)(c)2, F.S., requires a local government that has an internet site to post a copy of the Department's Notice of Intent on the site within 5 days after receipt of the mailed copy of the Department's Notice of Intent.

If this in compliance determination is challenged by an affected person, you will have the option of mediation pursuant to Subsection 163.3189(3)(a), F.S. If you choose to attempt to resolve this matter through mediation, you must file the request for mediation with the administrative law judge assigned by the Division of Administrative Hearings. The choice of mediation will not affect the right of any party to an administrative hearing.

If you have any question concerning this matter, please contact Mike McDaniel, State Planning Initiatives Administrator, at (850) 922-1806, or Joseph Addae-Mensa, Senior Planner, at (850) 922-1783.

Sincerely,



Valerie J. Hubbard, AICP  
Director, Division of Community Planning

CG/mm

Enclosure: Notice of Intent

cc: Russell Gibson, AICP, Director of Planning & Community Development, City of Sanford  
Sandra Glenn, Executive Director, East Central Florida Regional Planning Council  
Donald Fisher, Director, Seminole County Planning and Development Department  
Larry Dale, President and CEO, Sanford Airport Authority  
Lena Juarez, President, JEI & Associates, Inc.

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS  
NOTICE OF INTENT TO FIND THE  
CITY OF SANFORD  
COMPREHENSIVE PLAN AMENDMENT  
IN COMPLIANCE  
DOCKET NO. 03-1-NOI-5907-(A)-(I)

The Department gives notice of its intent to find the Amendment to the Comprehensive Plan for the City of Sanford, adopted by Ordinance No. 3781 on September 8, 2003, IN COMPLIANCE, pursuant to Sections 163.3184, 163.3187 and 163.3189, F.S.

The adopted City of Sanford Comprehensive Plan Amendment and the Department's Objections, Recommendations and Comments Report, (if any), are available for public inspection Monday through Friday, except for legal holidays, during normal business hours, at the City of Sanford Planning and Community Development Department, 300 North Park Avenue, Sanford, Florida 32771.

Any affected person, as defined in Section 163.3184, F.S., has a right to petition for an administrative hearing to challenge the proposed agency determination that the Amendment to the City of Sanford Comprehensive Plan is In Compliance, as defined in Subsection 163.3184(1), F.S. The petition must be filed within twenty-one (21) days after publication of this notice, and must include all of the information and contents described in Uniform Rule 28-106.201, F.A.C. The petition must be filed with the Agency Clerk, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, and a copy mailed or delivered to the local government. Failure to timely file a petition shall constitute a waiver of any right to request an administrative proceeding as a petitioner under Sections 120.569 and 120.57, F.S. If a petition is filed, the purpose of the administrative hearing will be to present evidence and testimony and forward a recommended order to the Department. If no petition is filed, this Notice of Intent shall become final agency action.

If a petition is filed, other affected persons may petition for leave to intervene in the proceeding. A petition for intervention must be filed at least twenty (20) days before the final hearing and must include all of the information and contents described in Uniform Rule 28-106.205, F.A.C. A petition for leave to intervene shall be filed at the Division of Administrative Hearings, Department of Management Services, 1230 Apalachee Parkway, Tallahassee, Florida 32399-3060. Failure to petition to intervene within the allowed time frame constitutes a waiver of any right such a person has to request a hearing under Sections 120.569 and 120.57, F.S., or to participate in the administrative hearing.

After an administrative hearing petition is timely filed, mediation is available pursuant to Subsection 163.3189(3)(a), F.S., to any affected person who is made a party to the proceeding by filing that request with the administrative law judge assigned by the Division of Administrative Hearings. The choice of mediation shall not affect a party's right to an administrative hearing.



Charles Gauthier, AICP  
Chief, Comprehensive Planning  
Division of Community Planning  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

11/3/03

# City of Sanford, Florida

P.O. Box 1788 • 32772-1788  
 Telephone (407) 330-5673  
 Fax (407) 330-5679

Department of Engineering, Planning and Zoning

October 30, 2003

Michael D. McDaniel  
 Growth Management Administrator  
 Department of Community Affairs  
 2555 Shumard Oak Boulevard  
 Tallahassee, Florida 32399-2100

Re: Orlando Sanford International Airport - Master Plan

Dear Mr. McDaniel:

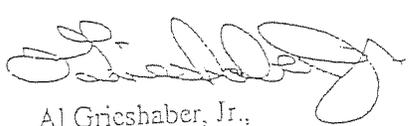
It was a pleasure meeting you and the Department staff on October 29, 2003 to discuss the City of Sanford Comprehensive Plan Amendment of 2003 which includes the Orlando Sanford International Airport Master Plan. As discussed at the meeting, the Department has several questions regarding the relationship of the Comprehensive Plan and the Master Plan as adopted by the City of Sanford. While many of the questions were answered during our meeting, it was agreed that a commitment letter addressing the remaining comments would be acceptable to allow the Department to issue a Notice of Intent finding the Comprehensive Plan in compliance.

Towards that pursuit, the following action will be taken by the City of Sanford (City) and the Orlando Sanford International Airport (Airport) to address the Department's comments.

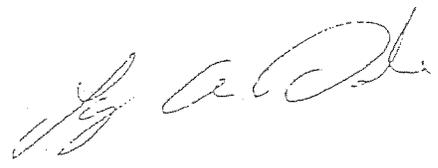
1. Correct the legend on the Future Land Use Map to be consistent with the policies establishing the maximum residential densities for Airport Industry & Commerce (AIC) at less than or equal to 50 du/acre for rental residential uses and 1 du/acre for single family residential;
2. Correct the table on Page 2 and the legend on the Future Land Use Map to be consistent with Policy 1-2.4.9 which establishes the maximum FAR for AIC at 1.0;
3. Include the north-south runway 18-36 in the policies under goal number 1 of Policy 1-2.4.1 (Page 5);
4. Revise the first sentence under Policy 1-2.4.9 (Page 17) to include "residential rental properties";
5. Amend Policy 2-1.12.3 (Page 26) establishing a significance level of 5% for traffic mitigation consistent with Chapter 9J-2;
6. Modify language in Policy 2-1.12.3 (Page 27) to clarify the intent of allowing the Airport to proceed with development at the Airport's expense if a funding agreement is not achieved;
7. Revise the table on Page 59 to show both the planned level and adopted level of service standards after the road improvements in Policy 2-1.10.3 (Page 22) are completed. If revisions to the table on page 59 shows any roadways operating below the adopted LOS, then appropriate action would need to be taken to either (1) reduce the amount of development planned for the airport, (2) reduce other land uses in the vicinity of the airport that are contributing impacts to those road segments. (3) budget additional capital improvements, or (4) some combination of the above;
8. Adopt a map that clearly shows the boundaries of the airport layout plan;
9. Include language in a policy stating that where conflicts occur between what is allowed on the future land use map and what is shown on the ALP, that the comp plan would need to be amended before any use not consistent with the FLUM is allowed;
10. Prior to any development by the Airport of any lands in the County that are included in the ALP will be required to be annexed into the City of Sanford giving the City Comprehensive Plan authority over lands in the county that are included in the ALP or the City will seek Seminole County to also adopt

the airport master plan and related policies or the City will enter into a joint planning agreement with the county giving the city comprehensive plan authority over the lands in the county that are included in the ALP.

The City of Sanford will submit the above changes or corrections to the Department in the next available Comprehensive Plan amendment cycle. We appreciate the Department's understanding of the significance of the Orlando Sanford International Airport to the success of the City and to the region. Further we hope that the collaboration of planning and coordination between the City, County the Airport and the Department will serve well as a model for other jurisdictions to emulate. Again, on behalf of the City of Sanford and the Orlando Sanford International Airport, thank you for working with us.



Al Grieshaber, Jr.,  
City Manager  
City of Sanford



Larry A. Dale,  
President and CEO  
Orlando Sanford International Airport

**MINUTES FOR THE SEMINOLE COUNTY  
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION  
MAY 5, 2004  
7:00 P.M.**

**Members present:** Alan Peltz, Ben Tucker, Thomas K. Mahoney, Richard Harris, Walt Eismann, Dudley Bates, and Chris Dorworth

**Also present:** Matt West, Planning Manager, Jim Potter, Development Review Division, Tina Deater, Senior Planner, Jeff Hopper, Senior Planner, Karen Consalo, Deputy County Attorney

**Technical Review Item:**

**A. Seminole County - Joint Planning Interlocal Agreement** between Seminole County, the City of Sanford and the Sanford Airport Authority relating to the Orlando Sanford International Airport. (Z2004-006)

District 5 – Commissioner McLain  
Matt West, Planning Manager

Matt West presented the Joint Planning Interlocal Agreement between the City of Sanford, County and the Airport Authority. He stated that this is acknowledging the airport land plan. Several years ago airports were allowed to opt out of DRI (Development of Regional Impact) process. The DCA responded Friday that this agreement is acceptable to opt out. This agreement will create an interlocal committee to review all land use requests to determine if an issue is compliant with local, county, and city plans. If the interlocal board finds the request inconsistent, the request will be posted and taken to the Board of County Commissioners for approval. The City of Sanford may invoke a dispute resolution clause if necessary. This is a good compromise. Russ Gibson is here from the City of Sanford, and Larry Dale is here for the Airport.

Commissioner Bates asked how the boundary for the area was determined.

Mr. West said that most of it was inside the Lake Mary Boulevard loop.

Larry Dale stated that it was established by the FAA for properties to be brought into the Airport.

Commissioner Harris asked if all Airport lands were included.

Mr. Dale said that this included all airport lands.

Commissioner Tucker asked if this was in lieu of the DRI.

Larry Dale said that the airport was a DRI.

Commissioner Tucker said that the DCA will still have a voice.

Mr. Dale agreed.

Russ Gibson expressed his appreciation for the cooperation between all parties concerned with the development of the agreement. This item is scheduled to be heard by the Sanford City Commission on May 20.

Larry Dale stated that this agreement goes back to the 1980's and is a joint regional effort.

**Commissioner Mahoney made a motion to find this request consistent with the Comprehensive Plan and to recommend approval.**

**Commissioner Peltz seconded the motion.**

**The motion passed by unanimous vote (7 – 0).**