

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County/ City of Oviedo Joint Planning Agreement

DEPARTMENT: Planning & Development **DIVISION:** Planning

AUTHORIZED BY: Donald S. Fisher **CONTACT:** April Boswell *AB* **EXT.** 7339

Agenda Date 09/12/06 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve the Seminole County/ City of Oviedo Joint Planning Agreement and authorize the Chairman to execute the Agreement.

Districts: 1-Dallari and 2-Morris

April Boswell, Assistant Planning Manager

BACKGROUND:

On September 20, 1999, the City of Oviedo and Seminole County entered into a Joint Planning Interlocal Agreement (JPA) to provide for joint land use planning, continuation of intergovernmental coordination, and cooperation between the City and County. The original five-year term of the JPA was to expire September 2004, with an automatic renewal for an additional five- year period.

The City and County expressed interest in updating and strengthening the JPA prior to expiration. Per the original JPA, the County sent a letter to the City on June 22, 2004, notifying the City of the intention not to renew the original Agreement, so that both jurisdictions could work together to draft a new JPA.

In order to ensure adequate time to negotiate a new agreement viable for both the City and the County and make certain of no time lapse without an enforceable agreement, an amendment to the original Agreement extended the length of the term of the 1999 JPA from a five-year period to a six-year period, which added an additional one (1)-year period and a one (1)-year renewal period. This existing JPA is set to expire September 14, 2006.

At the August 8, 2006 Seminole County Commission and Oviedo City Council joint work session, staff provided an update on the efforts of City and County staff towards finalizing a revised JPA and

<p>Reviewed by: Co Atty: _____ DFS: _____ Other: <i>[Signature]</i> DCM: <i>[Signature]</i> CM: <i>[Signature]</i></p> <p>File No. <u>cpdp05</u></p>

presented recommended changes. The County Commission and City Council reached consensus and directed staff to move forward with preparing a finalized JPA inclusive of the recommendations made by staff. At the time this agenda memorandum was prepared, staff was still finalizing the Agreement with City staff. The JPA will be provided to the Board in individual briefings during the week of September 4, 2006.

STAFF RECOMMENDATION:

Staff recommends the Board approve the Seminole County/ City of Oviedo Joint Planning Agreement and authorize the Chairman to execute the Agreement.

Back-up Documentation: The JPA will be available in the County Manager's Office by September 8, 2006.

SEMINOLE COUNTY/CITY OF OVIEDO
JOINT PLANNING AGREEMENT

This interlocal agreement is made and entered into this ___ day of _____, 2006 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" and the City of Oviedo, a Florida municipal corporation whose address is 400 Alexandria Boulevard, Oviedo Florida 32765, hereinafter referred to as the "City".

WITNESSETH:

Whereas, it is beneficial to the public for local governments to work together in a spirit of harmony and cooperation; and

Whereas, the City and County have previously entered into Interlocal Agreements; and

Whereas, the Board of County Commissioners and the Oviedo City Council have executed a joint planning agreement that expressed their consensus agreement as to urban planning, first response fire service, future annexation limits for the City, and water service area boundaries for the County and the City in the Oviedo/Seminole County Joint Planning Area (hereinafter referred to as the Joint Planning Area); and

Whereas, the Joint Planning Area and future annexation boundaries should be specifically defined; and

Whereas, the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act (Part II, Chapter 163, Florida Statutes) and the Rules of the Florida Department of Community Affairs (in particular Rule 9J- 5.015, Florida Administrative Code) provide for intergovernmental coordination in the comprehensive planning process; and

Whereas, the provisions of this Agreement are consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), the Regional Policy Plan adopted by the East Central Florida Regional Planning Council and the comprehensive plans of the City and the County; and

Whereas, the County and the City have determined that it is in the best interest of the citizens of the County and the City that this Interlocal Agreement also be entered into; and

Whereas, the County and the City have reviewed their respective future land use designations for consistency with one another's comprehensive plans; and

Whereas, the County and the City have adopted comprehensive plans, pursuant to Part II, Chapter 163, Florida Statutes, which contain goals, policies and objectives that call for the creation of interlocal agreements which deal with annexations, service delivery, joint land use planning, and conflict resolution, among other things; and

Whereas, the parties recognize that joint planning for the growth and development of their respective jurisdictions with regard to all matters of common impact and interest is consistent with State law and serves the public interest; and

Whereas, the County and the City desire to protect the health, safety and welfare of the citizens of their respective jurisdictions; and

Whereas, land use matters which are the subject of this Agreement include, but are not limited to, annexations, comprehensive plan amendments, public service facility expansions and contractions, school site land acquisitions and proposed school construction and/or expansion on said sites, and all other land use actions of whatsoever type or nature which may affect or impact the parties to this agreement; and

Whereas, the County and the City agree that joint planning agreements addressing multi-jurisdictional land use issues and provision of public services and facilities, are a sound planning goal that serve to further intergovernmental coordination and that additional agreements between parties are highly desirable; and

Whereas, Chapter 171, Florida Statutes, provides for the lawful means whereby municipal corporations may expand their municipal boundaries by annexation; and

Whereas the County and the City do not desire, and believe that it would not be in the best interests of the citizens of Seminole County, to allow for conflicts to become manifest or develop pertaining to the expansion and construction of the City's jurisdictional boundaries; and

Whereas, the parties have the lawful right and power to enter into this Agreement,

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 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. Joint Planning Area

The policies and procedures set forth herein shall apply only in the Joint Planning Area. For the purposes of this agreement, the Joint Planning Area means the properties that are located in unincorporated Seminole County at the time of execution of this Agreement, that may be annexed into the City, as reflected in Exhibit "A" to this agreement which is incorporated as if fully set forth herein.

Section 3. Purpose and Intent

The purposes of this Agreement are as follows:

- (a) Adopt performance standards and review procedures to ensure that coordinated and cooperative comprehensive planning activities are taken to guide urban expansion within the Joint Planning Area.
- (b) Protect the general rural character of the Rural Area of Seminole County as depicted in the Seminole County Comprehensive Plan and Seminole County Home Rule Charter, as it may be amended, by establishing limits for and conditions relating to future annexations and development approvals by the City.
- (c) Provide each party with a level of confidence that their respective planning efforts will be implemented in a harmonious manner and that the planning efforts of a party will not detract from the planning efforts of the other party.
- (d) Promote continued intergovernmental coordination and cooperation between the County and the City.
- (e) Provide for constructive collaboration during the course of each jurisdiction making land use and annexation decisions.
- (f) Provide for mutually agreeable future land use designations that will ensure land use compatibility between the City and County.
- (g) Reduce conflicts relative to comprehensive planning and land use matters and resolve any disputes that may arise in accordance with agreed upon procedures provided within this agreement.
- (h) Articulate planning principles which landowners can evaluate to determine the reasonable use of their properties and, thereby, have their private property rights protected in accordance with law.

Section 3. Comprehensive Planning and Future Land Uses

The County and the City have reviewed their respective future land use designations for consistency between their jurisdictions. It has been determined that many of their respective future land use designations are equivalent and of similar nature.

- (a) Future Land Use Equivalency. The “Future Land Use Equivalency Chart”, labeled Exhibit “B” and incorporated herein, describes equivalent future land use designations in the City and County Comprehensive Plans. These designations have been deemed equivalent due to their similar intensities and densities of allowable development. Both the County and the City shall ensure that all of their respective future land use map and zoning map amendments are consistent with the future land use designations for described in Exhibit “B”, except to the extent set forth in Section 3(c). The County shall not oppose of the City if such actions are compliant with applicable law and all equivalent County future land use designations as described in Exhibit “B”. The City shall not oppose any County future land use and zoning map amendments if such actions are compliant with applicable law and all future land use designations as described in Exhibit “B”. The Future Land Use Equivalency Chart may be amended from time to time as agreed upon by both parties.
- (b) Future Land Use and Zoning Consistency. The County and City recognize the effectiveness of consistent future land use and zoning designations and agree to develop a comparison table of the respective future land use and zoning designations to evaluate areas where identical designations may be created and adopted.
- (c) Recommendations for Future Land Use Designations and Performance Standards in Designated Transition Areas. In order to preserve the rural character of the Rural Area, the County and City shall seek to use physical features to define the Rural Area. The purpose of developing jointly acceptable future land use recommendations and performance standards for the Designated Transition Areas is to provide consistent guiding principles from which future land use plan amendments can be reviewed and land development carried out in a manner that transitions intensity and density through space and provides performance standards that may be used to aid in an effective transition from the urban into the rural environment. The “Designated Transition Areas” labeled Exhibit “A” and incorporated herein by reference, sets forth the areas where the future land use designations and performance standards provided in Exhibit “C” may be assigned to the described property. When development is proposed on parcels located in the Designated Transition Areas, the performance standards provided in Exhibit “C” will be observed to meet the following goals:
 - 1. Create a “Ruralbelt” (which may include both transitional zoning and performance standards relating to buffers) that physically defines the Rural

Area by requiring a specific depth/opacity of a defined natural vegetative buffer to distinguish the Rural Area from the Urban Area.

2. Transitional land uses to address specific edge concerns.
3. Include performance standards for the buffering of “edge properties” (Designated Transition Areas) that include opacity standards. These standards (Exhibit “C”) will also be reflected in the County and City’s land development codes.

In the Rural Area, future land use map amendments proposed by the City in a manner consistent with the recommendations contained in Exhibit “C”, applicable law, and the Seminole County Home Rule Charter, will not be opposed by the County. However, such proposed amendments must undergo joint review by the City and County in accordance with the November 2004 Seminole County Charter amendment and to coordinate facilities and services delivery to ensure that adopted levels of service are maintained. The process for which this joint review occurs is provided in Exhibit “D”.

- (d) Joint Review of Plan Amendments Within the Urban Area. During the development and drafting phases of the respective comprehensive plans or plan amendments of the City or the County, City and County staff shall timely transmit all of their respective draft planning documents to the other jurisdiction as part of the public participation processes and intergovernmental coordination mechanism.

Section 4. Annexation and Land Use Jurisdiction

- (a) Future Land Use and Zoning Designation for Parcels Annexed Into the City. Upon annexation of County lands into the City, the County will not object to City future land use map and zoning map amendments as long as such actions are taken in accordance with the terms of this Agreement and applicable law. The City shall amend its Comprehensive Plan to include annexed lands during its first plan amendment cycle following such annexation.
- (b) Any lands annexed into the City from the Rural Area, as designated in the Seminole County Home Rule Charter and Seminole County Comprehensive Plan, may only have a future land use amendment approved by the Seminole County Board of County Commissioners, who retains final authority for such actions involving all lands in the Rural Area, regardless whether said lands are in the Unincorporated County or in the City. The process for joint review of such a land use amendment is provided in Exhibit “D”.
- (c) Annexation Criteria and Restrictions. The County agrees not to oppose the annexation of any parcel within the Joint Planning Area that is undertaken in compliance with applicable State and Federal laws. Further, the County

recognizes that there currently exist enclaves of unincorporated County lands surrounded by the City and that it is in the interest of both the City and the County that such enclaves be eliminated. As such, the County will not object to the creation of smaller enclaves, caused by City annexation of certain properties within these enclaves, as long as the annexation otherwise complies with State law. The parties shall avoid the creation of enclaves and halt any serpentine annexations in the "Joint Planning Area," except to the extent that creation of smaller enclaves within existing enclaves is necessary to reduce the size of said existing enclaves.

- (d) Interlocal Agreement to Annex Enclaves Ten Acres or Less in Size. The parties agree that enclaves less than 10 acres in size may be automatically annexed upon property owner consent or transfer of fee ownership pursuant to F.S. 171.046(2) (a), which provides that such enclaves may be annexed through an interlocal agreement between a County and a municipality. Properties currently eligible for this provision are identified in the map in Exhibit "E". However, this provision will also apply to additional properties as they become eligible in the future.

Section 5. Coordination of Miscellaneous Land Development Regulations

- (a) Uniform Right-of-Way and Road Standards. The City and the County agree to establish consistent road and right-of-way development standards and requirements for all cross-jurisdictional roadways.
- (b) Land Development Code Updates. Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and provide formal comments relating to all land development regulation updates or revisions proposed in their jurisdiction by providing the other jurisdiction with written notification of the pending update or revision at least thirty (30) days prior to any official action on the matter.
- (c) Review of Development Proposals for Transportation Impacts. Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and comment upon planned development project rezoning, special exceptions, variances, deviations, zoning map amendments, proposed subdivisions and site development plans located adjacent to the other's jurisdiction by providing all related documentation to the other jurisdiction within two (2) weeks of receipt of a complete application.
- (d) Florida Avenue. Both the City and County agree to adhere to the Seminole County Comprehensive Plan Policy FLU 11.7, which states that any future connection of Florida Avenue with Stone Street shall be prohibited. This is to preserve the Rural Area and maintain rural character of entrance roadways into the Rural Area.

Section 6. Water, Sewer and Reuse Provisions

- (a) The City and County shall continue to collaborate to provide logical, functional, and cost effective central water and sewer services to appropriate areas as evidenced by the following Interlocal agreements between the parties: "City of Oviedo and Seminole County Wholesale Water and Wastewater Agreement" dated June 11, 1996; and "City of Oviedo and Seminole County Wholesale Wastewater Service Agreement" dated June 24, 2002. Each time a parcel of property is annexed by the City consistent with the Joint Planning Area Boundary described and established in Exhibit "A", which is attached hereto and incorporated herein by this reference thereto, and the property is not being served by the County, the City may add the annexed property into its water and sewer service area.
- (b) The City and County agree to pursue a collaborative approach to the use of reuse water and other alternative water sources for irrigation.

Section 7. First Response Agreement

The City and County entered into an agreement to provide First Response fire, rescue, emergency medical aid, and emergency management assistance, entitled "City of Oviedo and Seminole County Automatic Aid/ First Response Interlocal Agreement" dated July 15, 2002. This agreement meets the goals of the Joint Planning Agreement predating this agreement for cooperative efforts to plan for services in areas that surround City limits.

Section 8. Conflict Resolution

- (a) Intergovernmental Conflict Resolution. In the event that disagreements or conflicts arise between the parties relating to the terms and provisions of this Agreement, the terms of resolution procedures of the Intergovernmental Planning Coordinating Agreement of 1997 will be followed and shall control as to any disputes between the parties. These resolution procedures will remain valid as to this Joint Planning Agreement regardless of the continued viability of the 1997 agreement.
- (b) Chapter 164, Florida Statutes. Nothing in this Agreement shall be deemed in any way to waive any rights deriving to a party under the provisions of Chapter 164, Florida Statutes, or its successor provision.
- (c) Time of Actions. The parties agree, to the extent practicable, to time their actions to maximize intergovernmental coordination, communication and cooperation.

Section 9. Conflict of Interest

The parties agree that they will not take any action that creates or carries a conflict of interest under the provisions of Part III, Chapter 112, Florida Statutes.

Section 10. Agreement Amendments

This Agreement may be amended and updated from time to time in order to keep pace with an ever-changing environment and community vision. Such amendments require execution by both governing Boards of the City and County prior to the Agreement being effectively amended.

Section 11. Term

This Agreement supersedes and supplants any prior existing Agreements between the City and County regarding land development practices. The term of this Agreement shall be for five (5) years, effective upon the execution date by the last party. At least one year prior to the termination of this Agreement, both parties agree to meet and negotiate a new term and/or revised agreement.

Section 12. Notice

Contact persons for this Agreement shall be the City Manager and the County Manager.

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Section 13. Standing

Nothing in this Agreement shall be deemed to impair, waive or create any right accruing to any private property owner within the Joint Planning Area to seek enforcement of any of the covenants, agreements, or promises contained herein to a court of competent jurisdiction.

CITY OF OVIEDO

ATTEST:

By: _____
THOMAS G. WALTERS, Mayor

BARBARA BARBOUR, City Clerk

Date: _____

For the use and reliance of the City of Oviedo.
Approved as to form and regular meeting
legal sufficiency.

City Attorney

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

ATTEST:

By: _____
CARLTON D. HENLEY, Chairman

MARYANNE MORSE
Clerk to the Board of
County Commissions of

Date: _____

As authorized for execution by
the Board of County Commissioners
Seminole County, Florida
at their _____, 20____,
regular meeting.

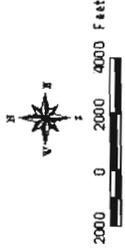
For the use and reliance of Seminole County.
Approved as to form and regular meeting
legal sufficiency.

County Attorney

EXHIBIT "A" JOINT PLANNING AREA & DESIGNATED TRANSITION AREAS

LEGEND

- CITY LIMITS
- JOINT PLANNING BOUNDARY
- TRANSITION AREAS



CITY OF OSTEBO
DEVELOPMENT SERVICES DIVISION 6/23/09

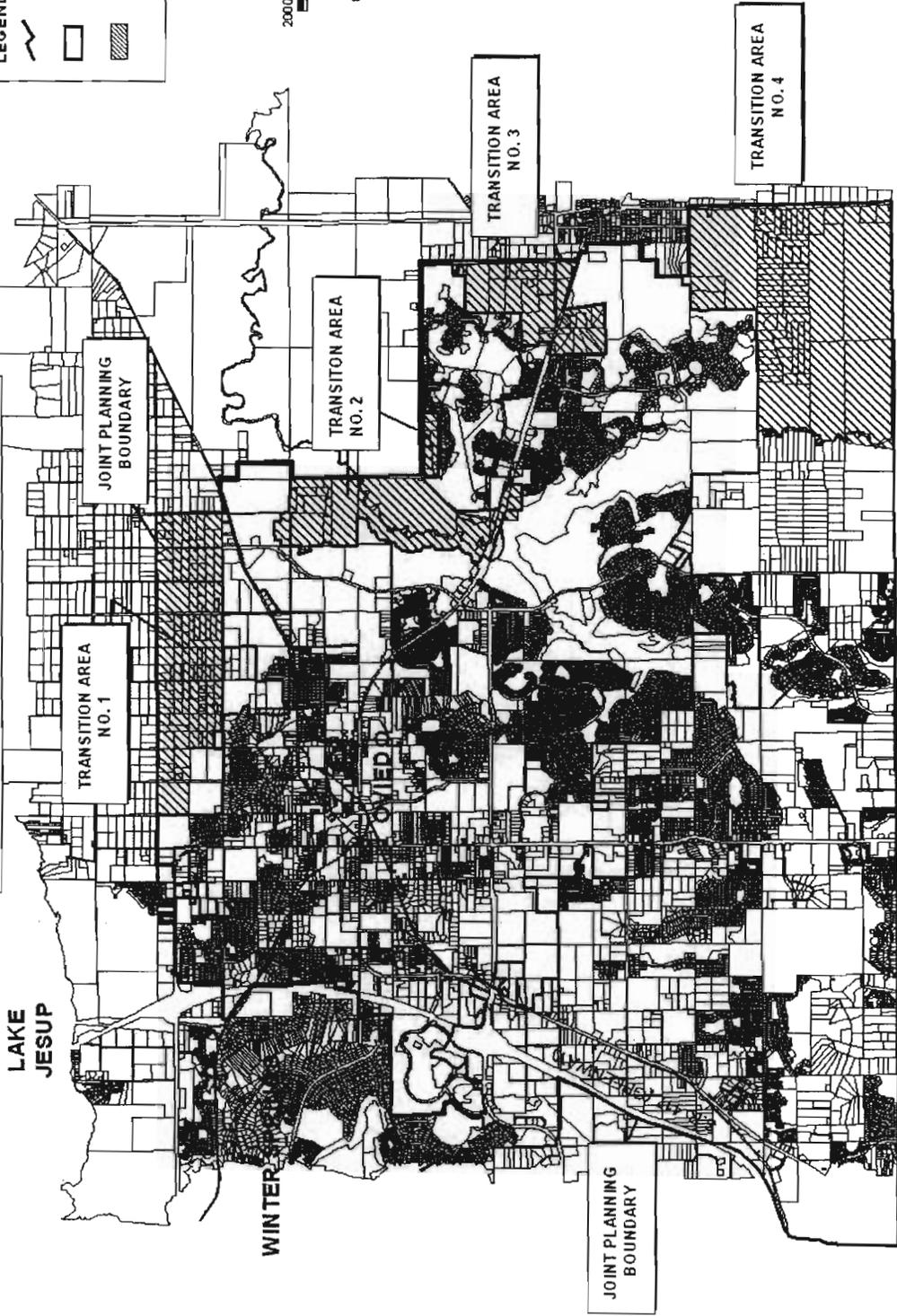


EXHIBIT "B"
FUTURE LAND USE EQUIVALENCY CHART¹

Future Land Use	City Land Use	County Land Use
Suburban – Single Family	LDR-T R-1AAA: 20,000 sq. ft. PUD: 10,500 sq. ft.	Suburban Estates 1 DU/Acre
Low Density Residential – Single Family	LDR 3.5 DU/Acre 3.85 DU/Acre (PUD) ²	LDR 4 DU/Acre 7 DU/Acre (affordable housing only)
Medium Density Residential	MDR 8 DU/Acre 8.6 DU/Acre (PUD) ²	MDR 10 DU/Acre
High Density Residential	HDR 15 DU/Acre 15.75 DU/Acre (PUD) ²	HDR >10DU/Acre
Office	Office .30 FAR	Office .35 FAR
Commercial	Commercial .5 FAR PUD: .6FAR(includes Office, Recreation, Light Industrial, Public, or Institutional)	Commercial (Includes Office) .35 FAR
Industrial	Industrial: <.6 FAR PUD ² : Industrial/ <.5 FAR Commercial/ <.5 FAR Office/ .3 FAR Public/ .5 FAR	Industrial (Includes Office & Commercial) .65 FAR
High Intensity Mixed Use Planned Unit Development	Planned Unit Development Residential: <5.0 Commercial: <.5 FAR Office: <.3 FAR Industrial: <.5 FAR DRI: Per DRI Development Order	Higher Intensity Planned Development 20 DU/Acre – Transitional 50 DU/Acre – Core .35 FAR
Public/Recreation	Public	Public/Quasi Public Recreation
Conservation	Conservation	Conservation

¹ The equivalency chart does not apply to property within the designated Rural Area as designated on the official Seminole County Future Land Use Map and Home Rule County Charter.

² The City of Oviedo Comprehensive Plan allows for mixed-use development with the approval of a Planned Unit Development establishing minimum thresholds for the amount of acreage dedicated to the primary use and maximum densities and intensities for accessory uses.

EXHIBIT "C"
Designated Transition Areas Performance Standards

Transition Area 1- (transition defined as part of the 2006 JPA update)

Transition Area 1 is located on the northern border of the JPA and is comprised of land that is in the Urban Area of unincorporated County and the Rural Area of unincorporated County (see Exhibit "A").

The City and County agree to the following land use patterns:

For all property north of Panther Street (aka Artesia Avenue) within the urban side of the transition abutting the Rural Boundary, upon annexation into the City, a City Future Land Use designation of LDR-T (maximum density of two dwelling units per acre) may be applied.

For all property that is within the rural side of the transition area, whether annexed into the City or remains in the County, an overlay Future Land Use designation of Rural Border Transition (RBT) may be applied. The RBT Overlay Future Land Use extends 1320 feet from the Rural Boundary up to Florida Avenue, between Division Street on the west and Van Arsdale Street on the east. From the Rural Boundary to 660 feet north, a density of no more than one dwelling unit per net buildable acre shall be permitted. From the 660-foot line, north to Florida Avenue, a density of no more than one dwelling unit per three net buildable acres shall be permitted. PUD zoning is the only zoning classification allowed in the RBT Future Land Use designation. The PUD must utilize clustering, provide a minimum of 50% open space, and lot sizes shall be no smaller than 1/2 acre (21,780 sq. ft.).

Any development utilizing the RBT Future Land Use Overlay and abutting Florida Avenue shall provide a periphery project buffer/setback from Florida Avenue a minimum of 100 feet in width. The buffer shall remain in its natural vegetated/forested state. Where existing vegetation does not exist within the first 50 feet closest to Florida Avenue, the buffer shall be supplemented requiring eight canopy trees to be planted per every 100-feet, with a minimum four-inch caliper and at least twelve-feet tall at the time of planting. Development within the RBT Overlay shall also meet requirements of the "East Seminole County Scenic Corridor Overlay District Ordinance", unless superseded by requirements in this JPA.

Transition Areas 2-4

Each of the Transition Areas 2, 3, and 4, as shown on Exhibit "A", will be defined individually in context to the particular character of each transition area. The City and County will work together to define these transition areas and incorporate the specific standards into this Exhibit "C".

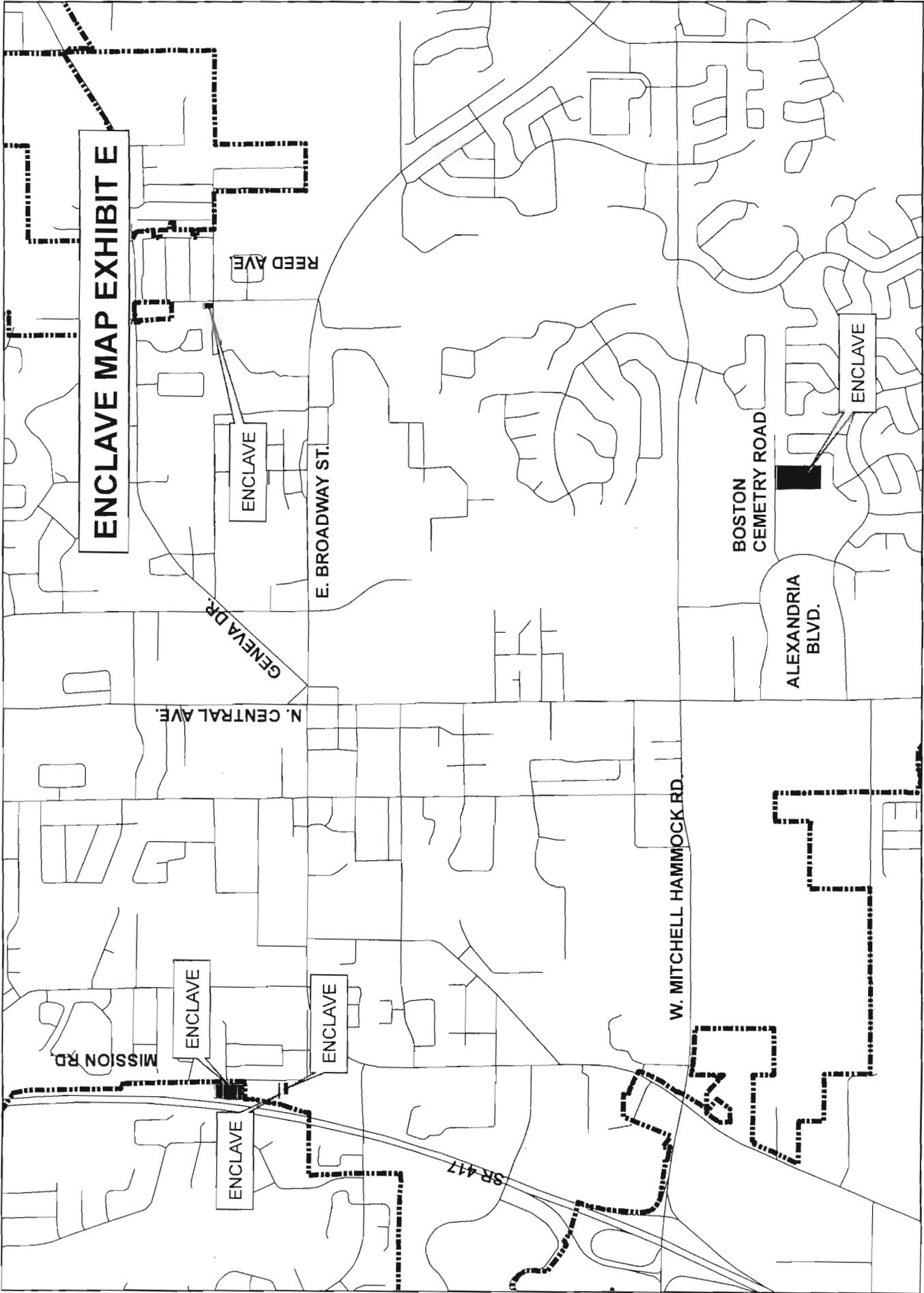
EXHIBIT "D"
**COMPREHENSIVE PLAN AMENDMENT PROCESS FOR FUTURE LAND USE
MAP AMENDMENTS IN RURAL AREA**

The City and County will work together to finalize a joint review process that includes the following elements as outlined below:

1. Application Submittal to City of Oviedo.
2. City Staff routes application to County Staff. City and County staffs conduct joint review of application package and prepare one (1) report with one (1) recommendation. Report and recommendation submitted to City of Oviedo Land Planning Agency (LPA).
3. City of Oviedo LPA conducts transmittal public hearing and makes a recommendation to the City of Oviedo City Council. City and County staffs make a joint presentation.
4. City Council conducts a transmittal public hearing and makes a recommendation to the Seminole County Board of County Commissioners (BCC). City and County staffs make a joint presentation.
5. Seminole County BCC conducts a public hearing to decide whether or not to transmit the proposed future land use map amendment to the Florida Department of Community Affairs (FDCA). City Manager and county staff make a joint presentation.
6. If amendment is transmitted to FDCA, City and County staffs prepare a joint response to the FDCA Objections, Recommendations, and Comments (ORC) report.
7. City Council conducts an adoption public hearing and makes a recommendation to the Seminole County BCC. City and County staff make a joint presentation.
8. Seminole County BCC conducts an adoption public hearing. City Manager and county staff make a joint presentation.
9. Adopted amendment transmitted to FDCA for compliance review.
10. FDCA issues a Notice of Intent to find the adopted amendment in compliance.



ENCLAVE MAP EXHIBIT E



REED AVE

ENCLAVE

E. BROADWAY ST.

GENEVA DR

N. CENTRAL AVE.

MISSION RD

ENCLAVE

ENCLAVE

SR 417

W. MITCHELL HAMMOCK RD.

BOSTON CEMETERY ROAD

ALEXANDRIA BLVD.

ENCLAVE

