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 20 day of July, 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

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carylon Cohen
DEPUTY CLERK

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.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
DARYL G. MCLAIN, Chairman

Date: 7-20-04

As authorized for execution by the Board of County Commissioners at their regular meeting of 25 May, 2004.

ATTEST:

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

Approved as to form and legal sufficiency.

_____
County Attorney

CITY OF SANFORD

By: _____
BRADY M. LESSARD, Mayor

Date: June 14, 2004

ATTEST:

_____
JANET R. DOUGHERTY, Clerk
City of Sanford, Florida

ATTEST:

GEOFFREY LONGSTAFF,
Secretary

SANFORD AIRPORT AUTHORITY

By: _____
WILLIAM R. MILLER, Chairman

Date: 7/20/04

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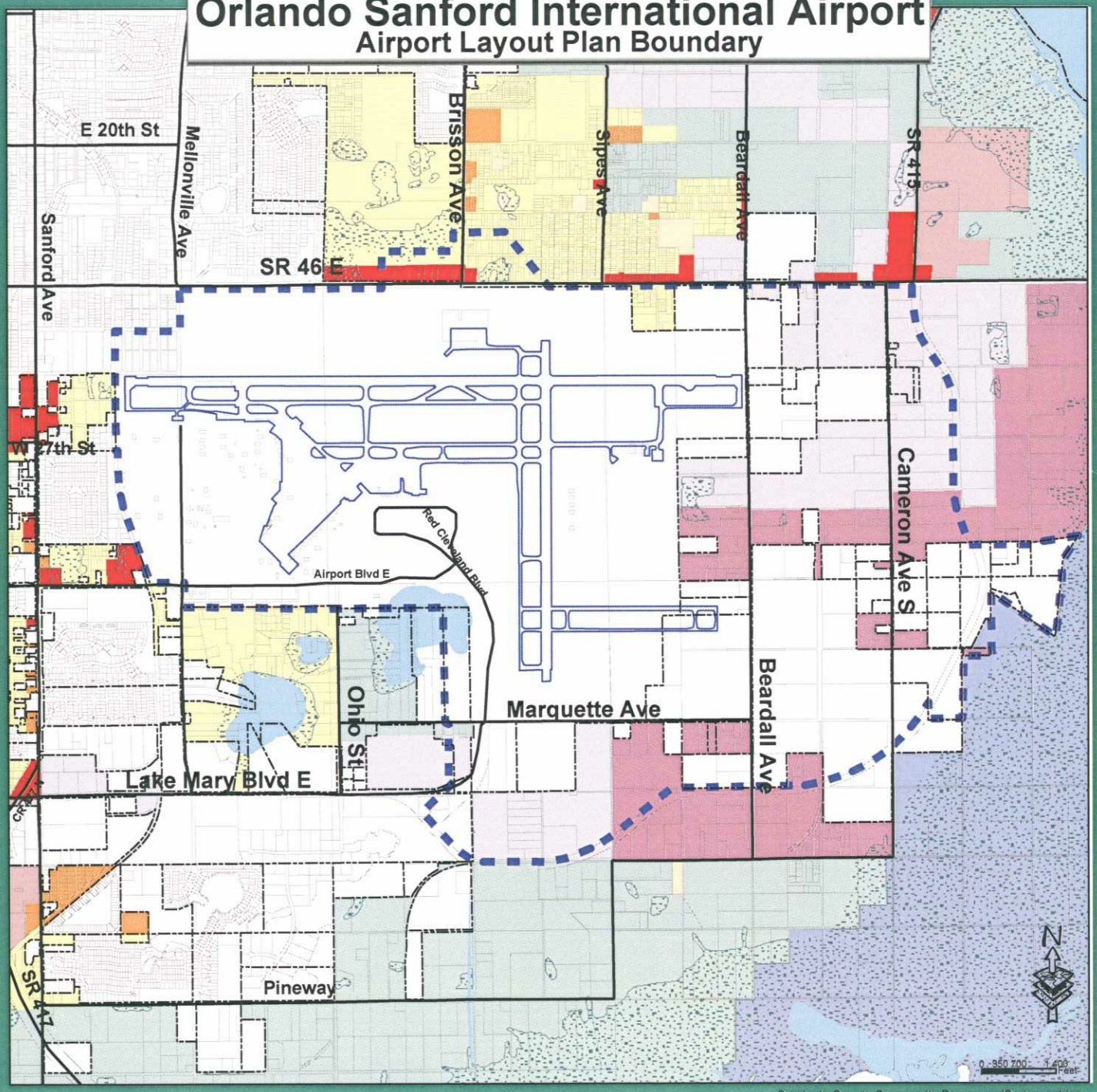
EXHIBIT A

Orlando Sanford International Airport
Airport Layout Plan Boundary



Seminole County Community Resources/Cartographics

Legend

- Parcel
- Orlando Sanford International Airport
- Airport Layout Plan
- Major Roads
- City Boundary

City of Sanford Future Land Use

- R10
- R5
- CONS
- R3
- SE
- LDR
- MDR
- HDR
- PD
- OFF
- COM
- IND
- HIP
- PUB
- REC

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