SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

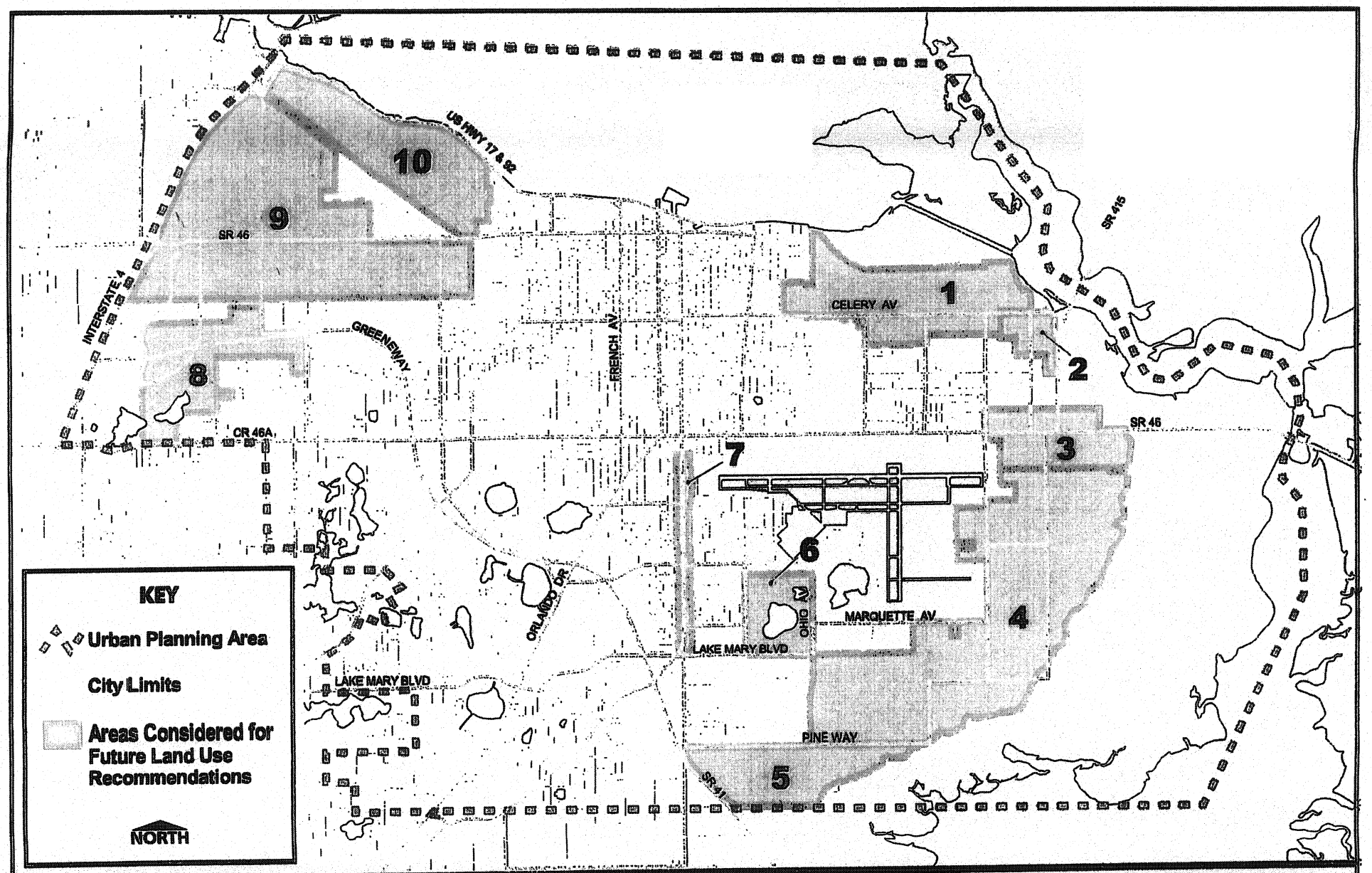
Sanford Joint Planning Interlocal Agreement and Celery Avenue Zoning Overlay

NOVEMBER 18, 2003

Planning and Development Department
Planning Division

MAPS

EXHIBIT "A"



J:\ARCVIEW\LAND_USE\Joint plan area4.apr

Seminole County / City of Sanford Joint Planning Area

Recommendations for Future Comprehensive Plan Amendments

Celery Avenue Options

- Option 1 with full directional median opening

STAFF REPORT

Item #

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM
(Last briefing 9/9/03)

SUBJECT: SANFORD JOINT PLANNING AGREEMENT (JPA) AND CELERY AVENUE ZONING OVERLAY (CAZO) STANDARDS

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

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Matthew West MW **EXT.** 7353

Agenda Date 11/18/03 **Regular** ☐ **Consent** ☐ **Work Session** ☐ **Briefing** ☒
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

This is a briefing item. Staff is seeking direction regarding the contents of the proposed Joint Planning Agreement with the City of Sanford and the Celery Avenue Zoning Overlay.

Districts 2 and 5, Morris and McLain

BACKGROUND:

At its meeting of September 9, 2003, the Board of County Commissioners discussed the contents and status of the proposed interlocal planning agreement with the City of Sanford and proposed zoning overlay for Celery Avenue. Staff was directed to continue meeting with City staff and property owners along Celery Avenue to finalize both documents. It is County staff's intent to have final drafts of the interlocal planning agreement and Celery Avenue Zoning Overlay available for BCC action by January, 2004. The expectation is that both the Celery Avenue community and the City will have agreed to most of the contents of both final drafts.

Attached is a booklet that contains the pertinent documents regarding these matters. The documents include the expired joint planning agreement with the City of Sanford, a draft joint planning agreement (JPA) and a draft Celery Avenue Overlay Zoning (CAZO) authored by County staff, and drafts of a JPA and CAZO submitted by representatives of the Celery Avenue property owners. The booklet also contains reference maps and two matrices that compare the different versions of the proposed documents as the BCC requested.

Staff has provided copies of the documents to the City of Sanford. A community meeting was held at the Indian Mound Village Yacht Club

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: _____

File No. bpdp03

on September 24, 2003, at which representatives of the School Board, the City of Sanford and the Celery Avenue area attended to discuss the JPA and the CAZO. Staff has a follow-up meeting scheduled with the attendees at the Yacht Club on October 29, 2003.

Also staff met separately with the City of Sanford representatives on October 16, 2003, to further coordinate. Earlier in the week of October 13, 2003, the City of Sanford received an annexation request for 73 acres on the north side of Celery Avenue just east of the Celery Key subdivision. The development intensity of the property subject to the annexation is proposed at approximately 5.5 dwelling units per net buildable acre. Sanford wishes to only limit the density for property east of the agricultural station property to no more than 3 units per net buildable acre. This is a departure from the original commitment to limit all development in the Celery Avenue corridor to no more than 3 units per net buildable acre. As a final note, please find included in this package comments from the County Attorney's Office of relative to the propose drafts submitted by Mr. Ken McIntosh.

STAFF RECOMMENDATION:

Staff is seeking direction at this time from the BCC regarding the contents of the draft JPA.

Districts: 2 and 5
Attachments: Information Booklet

Item # 48

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: SANFORD JOINT PLANNING AGREEMENT

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

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Matt West MW **EXT.** 7353

Agenda Date 09/09/03 **Regular** ☐ **Consent** ☐ **Work Session** ☐ **Briefing** ☒
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

This is a briefing item. Staff is seeking direction regarding the contents of the proposed Joint Planning Agreement with the City of Sanford.

Districts 2 and 5, Morris and McLain

BACKGROUND:

In 1991, the City of Sanford and Seminole County adopted a Joint Planning Agreement (JPA) to address future annexations, coordination of land development regulations, conflict resolution and land use issues. The attached, draft JPA is an update of the 1991 agreement, incorporating new land use categories for both the City and County, and specifically addressing ten geographic areas including the Celery Avenue area. The JPA ensures that City/County land use amendments and rezonings are consistent with agreed upon principles (see Exhibits "A", "B" and C"), and further states that the County will not oppose City annexations and land use decisions that are consistent with the JPA, and that the City will not oppose land use decisions made by the County that are consistent with the JPA.

Highlights of the agreement include the following:

1. The County and the City will not oppose residential development along the Celery Avenue corridor provided it is limited to no more than 3 dwelling units per net buildable acre as defined by Seminole County. Also, the JPA recommends the City and County develop jointly an overlay zoning district for the Celery Avenue area. The area of Celery Avenue closest to SR 415 may be allowed to develop as mixed use with a maximum density of 6 dwelling units per acre.

Reviewed by:
Co Atty: RZC
DFS:
Other:
DCM:
CM:
File No. rpdp01

2. The City of Sanford has agreed to take over maintenance of Celery Avenue by the end of 2013. The details of the transfer will be provided in a separate interlocal agreement. This issue is reflected in the attached Memorandum of Understanding.
3. Density south of Pineway near Lake Jesup will be limited to low density (LDR)/Suburban Estates as it currently exists. In other words, except for the properties already designated LDR, all other properties must develop at a density not to exceed one dwelling unit per acre.
4. Language regarding annexation criteria is being referenced in the agreement. The emphasis is being placed on orderly annexation that does not create enclaves or violate the state's criteria for annexation.

STAFF RECOMMENDATION:

Staff is seeking direction at this time from the BCC regarding the contents of the draft JPA.

Districts: 2 and 5
Attachments: Joint Planning Agreement
Minutes for Celery Avenue Community Meeting – August 19, 2003

SEMINOLE COUNTY/CITY OF SANFORD
JOINT PLANNING INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2003, 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 SANFORD, a Florida municipal corporation whose address is Post Office Box 1788, Sanford, Florida 32772-1788, hereinafter referred to as the "CITY".

W I T N E S S E T H:

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 the COUNTY have previously entered into Interlocal Agreements; and

WHEREAS, the Board of County Commissioners and the Sanford City Commission have executed joint resolutions that expressed their consensus agreement as to urban planning, transportation impact fees, first response fire service, future annexation limits for the CITY, and water and wastewater service area boundaries for the COUNTY and the CITY in the Sanford/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 11, 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 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. PURPOSE, INTENT AND JOINT PLANNING AREA. The purpose of this Agreement is to adopt standards and procedures to insure that coordinated and cooperative comprehensive planning activities are taken to guide urban expansion in the CITY and the COUNTY. The purpose of the following provisions is to provide the guidance as to how property will be developed in the Joint Planning Area, ensure that CITY and COUNTY land use plans will be implemented, and to provide formal conflict resolution procedures to amicably resolve disputes.

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 area reflected in Exhibit "A" to this Agreement which is incorporated as if fully set forth herein.

SECTION 3. COMPREHENSIVE PLANNING, FUTURE LAND USES AND DEVELOPMENT APPROVALS.

(a) *Findings.* The COUNTY and the CITY have reviewed their respective future land use designations and land development regulations for consistency between their jurisdictions. It has been determined that many of their respective future land use designations and land use regulations are equivalent and of similar nature.

(b) *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 land use amendments and rezonings are consistent with the other jurisdiction's zoning and future land use designations for the subject property as described in Exhibit "B", except to the extent set forth in Section 3(c). The COUNTY shall not oppose land development orders of the CITY if such actions are compliant with applicable law and all COUNTY zoning and land use designations as described in Exhibit "B". The CITY shall not oppose any land development orders of the COUNTY if such orders are compliant with applicable law and all CITY zoning and land use designations as described in Exhibit "B".

(c) *Recommendations For Future Comprehensive Plan Amendments.* The purpose of developing jointly acceptable long range land use recommendations is to provide consistent guiding principals from which land use plan amendments can be reviewed. The "Recommendation For Future Comprehensive Plan Amendments" labeled Exhibit "C" and incorporated herein by reference, sets forth future land use designations that may be assigned to the described property. These proposed land use designations have not yet undergone extensive public review and may require

services and facilities beyond those allotted in the COUNTY's or CITY's respective Comprehensive Plans' Capital Improvement Elements.

Parcels of land in the CITY proposed to be developed in a manner consistent with the recommendations contained in Exhibit "C" and applicable law will not be opposed by the COUNTY. However, such proposed development must undergo joint review of the CITY and COUNTY regarding facilities and services to ensure that adopted levels of service are maintained. Parcels of land in the unincorporated COUNTY proposed to be developed in a manner consistent with the recommendations contained in Exhibit "C" and applicable law will not be opposed by the CITY. However, such proposed development must undergo joint review of the CITY and COUNTY regarding facilities and services to ensure that adopted levels of service are maintained.

(d) *Joint Review of Plan Amendments.* 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 mechanisms.

SECTION 4. ANNEXATION AND LAND USE JURISDICTION.

(a) *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 rezoning, development orders or plat approvals 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) *Land Use and Zoning Designation For Parcels De-annexed From the CITY.* Upon de-annexation of CITY property into the COUNTY, the COUNTY shall apply a COUNTY zoning district in accordance with this Agreement. The COUNTY shall amend its comprehensive plan to include annexed lands during its first plan amendment cycle immediately following such annexation or by initiating a comprehensive plan amendment.

(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 large 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 larger enclaves, so long as the annexation otherwise complies with State law. The parties further agree that neither the COUNTY nor the CITY will permit development at any density greater than one dwelling unit per acre in an area identified as number "5" in Exhibit "C".

SECTION 5. DEVELOPMENT ALONG CELERY AVENUE. Property located adjacent to Celery Avenue shall be developed at a density of no more than three dwelling units per net buildable acre. Central water and sewer lines shall be installed prior to any new development along Celery Avenue. Prior to December 31, 2004, the CITY and COUNTY shall enter into an interlocal agreement, in accordance with Florida Statutes, for the purpose of transferring maintenance responsibility for Celery Avenue from the COUNTY to the CITY.

SECTION 6. 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 two (2) weeks prior to any official action on the matter. Land Development Code updates relating to the Higher Intensity Planned Development District in the Interstate Highway 4/State Road 46 area will undergo joint review and shall be incorporated into both CITY and COUNTY land development codes in order to more effectively manage development of this higher intensity area.

(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 rezonings, proposed subdivisions and site plans located adjacent to the other's jurisdiction by providing all related documentation to the other jurisdiction at least two (2) weeks before any official action is taken on the matter.

SECTION 7. 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 resolution procedures of the Intergovernmental Planning Coordinating Agreement of 1997 will be followed.

(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.

(d) *Joint Review.* "Joint Review" as used in this Agreement shall mean that the Planning Directors of each jurisdiction shall review and discuss the proposed land development action. Should the joint review not result in an agreement between the jurisdictions, the matter shall be taken through the formal conflict resolution procedures described in this section.

SECTION 8. TERM. This Agreement supercedes and supplants any prior existing Agreements between the CITY and COUNTY regarding land development practices. This Agreement shall be in effect for a ten (10) 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 thereto gives the other ninety (90) days advance notice, in writing, of intention to not renew the Agreement.

SECTION 9. NOTICE. Contact persons for this Agreement shall be the City Manager and the County Manager. Notices shall be sent to the following addresses:

City of Sanford
Post Office Box 1788
Sanford, Florida 32772-1788

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

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

ATTEST:

CITY OF SANFORD

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

By:_____
BRADY LESSARD, Mayor

Date:_____

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:_____

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

As authorized for execution by
the Board of County Commis-
sioners at their regular
Meeting of _____, 20__.

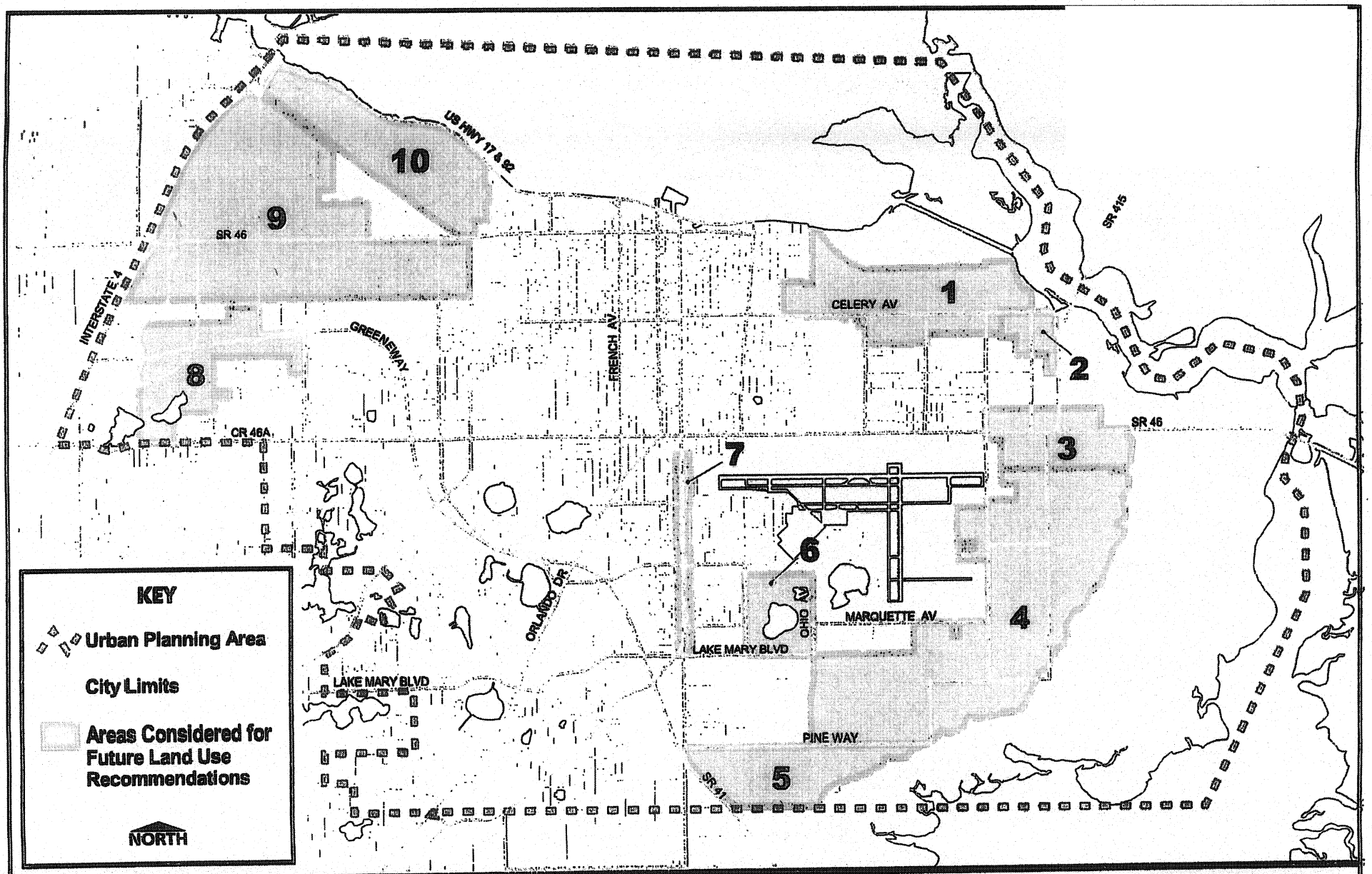
_____
County Attorney

KC/gn
4/29/03 5/12/03 9/3/03 10/16/03
P:\Users\CAKC01\MYDOCS\Agreements\Revised SanfordJPA.doc

COLOR MAP
GOES HERE

Exhibit A

EXHIBIT "A"



J:\ARCVIEW\LAND_USE\Joint plan area4.apr

Seminole County / City of Sanford Joint Planning Area

Recommendations for Future Comprehensive Plan Amendments

EXHIBIT "B" - FUTURE LAND USE EQUIVALENCY CHART

Future Land Use	City Land Use	City Zoning	County Land Use	County Zoning
Low Density Residential - Single Family	LDR - SF 6 DU/Acre	SR-1AA; SR-1A; SR-1; PD; AG	LDR 1-4 DU/Acre	A-1, AC, RC-1, R-1, R1-A, R1-AA, R1-AAA, R1-AAAA, PLI, PUD
Medium Density Residential	MDR-10 10 DU/Acre	SR-1AA; SR-1A; SR-1; MR-1; PD; AG	MDR 4-10 DU/Acre	All LDR Zonings, RM-1; RM-2; R-2; R3A; R1-B; R1-BB; RP
Medium Density Residential	MDR-15 15 DU/Acre	SR-1AA; SR-1A; SR-1; MR-1; MR-2; PD; AG	HDR High Density Residential Over 10 DU/Acre	All MDR Zonings; R-3; R-4
High Density Residential - 20 DU/Acre	HDR	SR-1AA; SR-1A; SR-1; MR-1; MR-2; MR-3; PD; AG	HDR	All MDR Zonings; R-3; R-4
Office	ROI Residential-Office-Institutional	MR-1; MR-2; MR-3; RMOI; PD; AG	Office	OP; RP; AC; A-1; PLI; PUD
Commercial	NC-Neighborhood GC- General	RMOI; RC-1; GC-2; PD; AG	Commercial	All Office Zonings; CN; CS; C-1; C-2; PCD
Industrial	I - Industrial	RI-1; MI-2; PD; AG	Industrial	C-3; M-1A; M-1, A-1; OP; C-1; C-2; PCD; PII; PUD; DC

Future Land Use	City Land Use	City Zoning	County Land Use	County Zoning
Mixed Use	Waterfront Downtown Business District	All	Mixed Development	PUD, PCD, PLI. MRO, MROC, MROCI
High Intensity I-4 Planned Development	HI-I-4 High Intensity WIC - Westside Industry and Commerce	PD; AG	High Intensity Planned Development – Target Area HIP-TI	PUD; PCD; PLI; TI
High Intensity Airport Planned Development	AIC - Airport Industry Commerce	PD; AG; R-I-1	High Intensity Planned Development - Airport	PUD, PCP, PLI, TI, MRO, MROC, MROCI
Public/Semi-Public	PSP	All Zones	Public/Quasi Public Recreation	PLI; AC; A-1
Conservation	RP - Resource Protection	All Zones	Conservation	AC; A-1
General Rural	SE – Suburban Estates (1 DU/ Acre)	AG; PD	Suburban Estates 1 DU/Acre	AC; A-1; PLI; RM-3

EXHIBIT C
SEMINOLE COUNTY/CITY OF SANFORD JOINT PLANNING AREA
RECOMMENDATIONS FOR FUTURE COMPREHENSIVE PLAN AMENDMENTS

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
1	Celery Avenue Residential	Suburban Estates	Density shall be as established in the Seminole County Comprehensive Plan, Vision 2020 and in no event shall such density be more than three (3) dwelling units per net buildable acre. Any proposed development within the Midway Basin that exceeds one (1) dwelling unit/net buildable acre will connect to sewer and water services. Development on the north and south sides of Celery Avenue shall be subject to the Celery Avenue Overlay standards adopted by both the City and County at a later date. These standards will include provisions for dedication of right-of-way and construction of a a twelve (12) foot wide bicycle path along the north side of Celery Avenue and a sidewalk on the south side.
2	Celery Avenue/SR 415 Mixed Used	Industrial/Suburban Estates/Conservation	Mixed Development (multifamily, commercial, light industrial) for those parcels located south of Celery Avenue, between 1373 feet west of Cameron Avenue and SR 415. All development will be required to connect to central water and sewer services. Density shall be as established in the Seminole County Comprehensive Plan, Vision 2020 and in no event shall such density be more than six (6) dwelling units per net buildable acre.

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
3	Intersection of SR 46/CR 415	Commercial/Industrial/ Suburban Estates	Provide for a commercial node to serve the eastern portion of the City. Any proposed development within the Midway Basin that exceeds one dwelling unit/net buildable acre will be required to connect to water and sewer services.
4	South & East Side of Airport	Suburban Estates/Conservation/ HIP - Airport	Establish Ohio Avenue as the line separating low density residential uses to the west and airport-related uses to the east. Lands designated as industrial west of Ohio Avenue shall maintain that designation. These recommendations are based on the Part 150 Noise Exposure Maps and Compatibility Plan prepared in 2001 for the Orlando Sanford Airport by Environmental Science Associates (ESA) and supported by figures from the Airport Master Plan prepared by Post, Buckley, Shuh and Jernigan and dated July, 2002. This document identifies noise exposure areas through 2006. In addition, these recommendations are supported by figures from the Airport Master Plan which indicate that from 2000 to 2020, airport passengers will increase by 660% and airport operations by 65%. There will be increased noise exposure from future expansion of Runway 18-36 to the

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			south and Runway 27-R to the east resulting in increased noise levels to the east and south of the airport. Therefore, residential uses should be discouraged and the Airport Industry Commerce (AIC) Designation of the City of Sanford and the High Intensity Planned Development–Airport (HIP-Airport) designation of Seminole County should be extended east of the airport to the edge of the Resource Protection/Conservation designation and south of the airport (east of Ohio Street) to the edge of the Resource Protection/Conservation designation. Residential uses and public educational facilities should be prohibited south and east of the airport's runway system. However, rental multifamily residential units may be constructed provided they are outside the 60 DNL and do not include mobile homes. By the year 2004, the City and County shall amend their respective AIC and HIP-Airport designations of their Comprehensive Plans to establish uses compatible with the airport: • Industrial Parks; • Business Parks; • Commercial Developments;

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			• Attendant retail; • Service and Hotel Uses; • Medium and high density rental residential Developments. • Agricultural uses Single family residences shall only be allowed on existing one-acre suburban estates or larger lots. No new lots or tracts shall be created for single-family uses and existing parcels may not be subdivided for residential uses other than multifamily rental uses. An avigation easement shall be required and included in the recorded deed of any property prior to the construction of a single family dwelling unit or multifamily uses. All development must be phased concurrent with major public roadway improvements and installation of drainage, sewer and water utilities. The City and County shall require land use changes and/or zoning changes to ensure that existing neighborhoods in the area are converted to airport compatible uses. This transition of uses must minimize adverse impacts on the neighborhood during the conversion process.

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			Seminole County and Sanford will encourage mass transit facilities in the area and jointly work toward the restoration of Lake Jesup. Resource Protection and Conservation lands must be protected from the adverse impacts of intense development through the use of open space requirements, clustering, conservation easements, wetland buffers and transition areas.
5	South of Pineway	Low Density Residential/Suburban Estates	New development will be restricted to Low Density Residential/Suburban Estates.
6	Silver Lake	Low Density Residential/Suburban Estates	Extend this area to include the area bounded by Ohio Street on the east; Mellonville Avenue on the west; Onoro Street on the north and east; Lake Mary Blvd. on the south. The existed "Medium Density Residential" and "Industrial" Future Land Use designations as set forth in the Sanford or Seminole County Comprehensive Plans, as of the date of execution of this Agreement, shall be the total and sole amount of Medium Density residential and Industrial land uses allowed. Heights of multifamily buildings must be compatible with single family units in the area. The County shall amend its Land Development Regulations

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			to ensure that a parcel zoned for single family use is protected from adjacent multifamily developments by a setback of at least fifty (50) feet for one story buildings and at least one hundred (100) feet for buildings of two or more stories. A one story multifamily development shall also install a buffer of twenty-five (25) feet in width and a two or more story multifamily development shall install a buffer of at least fifty (50) feet in width.
7	Sanford Avenue	Medium Density Residential/Commercial	Recommend maintaining Medium Density Residential uses and Neighborhood & Commercial/Office frontage on Sanford Avenue two lots deep on a case-by-case basis. Prohibit commercial in Woodmere on east side of Sanford Avenue.
8	West of Upsala/North of CR 46A	Low Density Residential	Recommend Medium Density Residential (up to 10 du/ac) north of Indian Trace City PUD and on Upsala Road and West of Oregon. Recommend High Density Residential north and west of Twin Lakes along the Rinehart Road extension adjacent to Higher Intensity Planned District area.
9	East of I-4	Higher Intensity Planned Development	The City has amended its Comprehensive Plan to require PD zoning in this area. All lands in this area annexed by the City subsequent to the JPA have received land use designations of Westside Industry Commerce, one of the City's

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			equivalent designation to HIP – TI. City and County Comprehensive Plan policies for this area are very similar, with the City's densities and floor areas being slightly less intense than the County's. The County and the City established gateway corridor standards for SR 46 in order to have compatible and attractive development in the area. This area is developing rapidly, consistent with the both the City and the County's Comprehensive Plan policies and identical corridor standards. The County and City, working together, have been successful in minimizing urban sprawl, providing affordable housing opportunities and targeting industrial and commercial growth in this area. Both the County and the City will continue to ensure that the area is developed consistent with their mutually agreed upon standards and policies.
10	North of the Railroad/ South of US 17-92	Suburban Estates/Low Density Residential/Industrial	The City has established a new land use designation for this area, Waterfront Downtown Business District in order to provide a planning and management framework for promoting the revitalization, development and redevelopment of the Lake Monroe waterfront and the historic downtown area. All parcels between the railroad and US 17-92 from Mellonville Ave. to I-4 will take this designation as they are annexed into the City.

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			The maximum intensity of nonresidential development, other than industrial, measured as a floor area ratio (FAR) is 2.0 for the areas east of French Ave., and .35 for the areas west of French Ave. These FAR's are intended to illustrate the amount of development on both specific parcels and in the district overall. The maximum density for residential development shall be 50 units per acre. The maximum FAR for industrial uses will be .5. The implementation of the Waterfront /Downtown Business Land Use Designation will not require amendments to the zoning map and land development regulations and all underlying zoning requirements and land development restrictions will remain in place, including those that ensure the protection of environmentally sensitive lands, wetlands, floodplains and drainage ways, aquifer recharge areas, aquatic habitats, native vegetation and wildlife habitats. All efforts should be made to protect existing single family areas from the impacts of more intense development through the use of added buffering and transition of building heights.

CELERY AVENUE OVERLAY MEETING

AUGUST 19, 2003

MINUTES

Matt West:

I'd like to thank everyone for coming out on such a nasty night. I am the Planning Manager for Seminole County. Also here tonight to help with the Celery Avenue Community meeting, are Gloria Vyka and Virginia Brown, both with the Planning Division.

I'll give you a little background first. In August of 2000, we had the first of several community meetings with the Celery Avenue Community. Basically, what we are concentrating on is an area west of 415 and over to approximately Mellonville Avenue.

The reason for the focus on this area is that back in 2000 and we are still doing to this day, is negotiating a joint planning agreement with the City of Sanford. The City and the County had an agreement, it was good for about 10 years and it was approved in 1991 and it has expired now. That agreement talked about the general plans of the County and the City and the area surrounding the City. It also talked about the areas where the City and the County are abutting each other, what types of uses that the City and the County would like to see there, what types of uses the City and the County would not object to if it was developed and one of those areas in that local planning agreement was the Celery Avenue area. The old agreement stated that this area could development into low density residential. Sanford's definition of low density residential allows for up to 6 dwelling units per acre. For example, the development you see by Brisson and Celery, is approximately 5 units per acre. The development on the north side is a little less than 4 units per acre. Sanford annexed the property on the north, they approved two developments, each one having 300 homes a piece and they annexed the 15 acres here on the east side of Brisson.

Sanford has indicated to us an interest in renewing the joint planning agreement and that they still intend and have expectations to annex this area. When we negotiated the newest draft agreement, one of the things the County Commission asked

me to do is to try and put a cap on the number of units that would be allowed on Celery Avenue. The Sanford City Commission agrees that 6 units per acre is too much out here. In April, the Sanford City Commission agreed to cap the density at 3 units per acre. They have signed an agreement to do that. They are looking to the County to change the land use here to low density residential with the idea that we will cap the density at 3 units per acre and I have yet to take that agreement to our County Commissioners. There are some issues that have to do with how some properties will be annexed that our County Manager is concerned about. We wanted to make sure that what we call 'enclaves' where you would have a piece of unincorporated Seminole County land surrounded by the City after annexation, would not happen again. We want that condition in there. The City, County and the City Commission of Sanford have all agreed to cap any development along Celery Avenue to 3 units per acre. We also agreed to draft and adopt standards for development along Celery to make it look more visually appealing.

If you picked up one of the handouts in the lobby, there is a draft agreement in there. It is not a final document, it is just for discussion purposes.

Sanford also did agree to take over the maintenance of Celery Avenue in about 10 years. The County is doing a drainage study on Celery Avenue and on some of the deficiencies in the roadways in an effort to see what needs to be corrected and how much it will cost. The City and County have allocated from some of the monies from the one cent sales tax to make some of these improvements along Celery Avenue.

For tonight's purposes, I would like to focus on, if the County Commission and City Commission finalize this agreement to keep the development limited to no more that 3 units per acre, what the residents and the community of the Celery Avenue area would like to see happen as far as development standards goes, over and above the average developments and roadways of other subdivisions and communities.

I would like to give you a run down of what I have drafted. The intent of this is that the City and County would adopt these regulations and they would apply to this corridor and all the land basically abutting Celery Avenue and these standards would only apply if that development was only going to exceed one home per acre. Right now the land allows anybody to come in and subdivide and have one home per acre. If somebody came in and wanted to do something denser than that, they would have to

abide by these standards or whatever standards we come up with in the future.

Also, water and sewer would have to be provided for anything over one unit per acre because we understand that the soils and the drainage aren't really conducive to having a lot of septic tanks. If someone wanted to develop more than one unit per acre, central water and sewer would be required, which the City of Sanford would provide.

Our intent from a Staff's standpoint is to require any property that abuts Celery Avenue that wants to develop over more than one home per acre, to meet the standards in here. I have broken them down into categories:

A buffer - We want to see green out along the roadways. We don't want to just see a wall and pavement. The idea here is to have a landscape buffer that runs along the sides of the road where landscaping would be planted. That would be a true buffer. It would not have a ditch in it or a retention pond in it. It would be a true landscape buffer to enhance the appearance.

A brick wall - If a wall is put up at the entrance of a subdivision, a brick wall would be lower maintenance, it looks nice and brick might be the standard for all walls built along the roadway.

Right of Way or Setbacks - We would like to have an open appearance as you are driving down the street. I would propose a 50' setback off a new right of way (actually we would probably need 80 or 90' to accommodate the roadway) so the homes would sit back further with a nice open view. The setbacks would actually be from the edges of the right of way after development occurs.

Limiting the Building Height - Right now 35' is the standard in the County which would allow in a community two or three story homes. Most people usually build a two story home. A two story home would most likely be the limit we would want to see in that area.

Lighting - Keep the light fixture heights down, keep the lights set back off the roadway somewhat so that the roadway isn't too bright and the non-residential uses that could potentially go on the couple of sites, would not have a lot of light spill onto adjacent properties.

Sidewalks and a potential trail - We would like to see sidewalks and possibly a trail on one side of the roadway so that residents could walk or bike there. We would like to see the available space accommodate this possibility.

Buried Utility Lines - Considering the cost of replacing existing utility poles with buried utility lines, we would like to negotiate that if the utility poles had to be replaced or moved, we would work with the utility companies and power companies to have nicer looking poles. If we ever go in and three lane the road and put in additional turn lanes and the poles have to be moved, we could possibly negotiate the possibility of burying the poles at that time. Inside any subdivision that was built, the power lines and utility lines would be underground and I believe both the City and the County already have that regulation.

Fencing behind front brick walls - Owners could place stockade fencing up around their backyards that would back up to the brick walls that will run along the roadway.

School bus stops - School bus stops for subdivisions that has 25 lots or more and would be designed so that the buses could turn into the subdivisions and allow the children to load on the buses out of the way of the main Celery Avenue traffic for safety issues. This has not been discussed with the School Board yet because I wanted to get everyone's ideas regarding this issue.

Neighborhood parks - We are proposing, based on the size of the lot you have, the smaller the lot you have, the more common usable area you need to provide for parks. We do not want a retention pond put in and have people say that when the pond is not full and it's not raining, that could be a play area for the children. Understand though that the larger the lot is, the more area the children have to play in their own yards.

Exempt existing A-1 zone properties - Anyone who is developing at one unit per acre or less. When someone wants to come in and put in a higher density area, they need to meet certain standards.

Questions/comments by the audience:

Mr. McIntosh - will this be an Interlocal Agreement between the City of Sanford and the County?

Matt West - The idea would be that the City and the County would adopt these by Ordinance. The City and the County would do a Celery Avenue Overlay and adopt them simultaneously.

Mr. McInTosh - We are familiar with what is called Zone 1 and Zone 2. It sounds different. It is now within 300' of the Celery line of Celery Avenue. If you look at the intersection of Cameron Avenue and Celery and you look at the southeast corner, that is the Andres Flower Farm. It is 17 acres. The depth of that parcel is 1320'. I assume that piece will be included within the corridor definition.

Matt West - Any part of any parcel abuts the right of way, the entire parcel would be subject to. So, even if it's a 100 acre parcel, if that parcel abuts the right of way, all 100 acres would apply.

Mr. McInTosh - Does that not reduce what is known by us as Zone 2 in its current configuration. Does it go all the way to Hughey Street?

Matt West - I don't understand what you mean by reduce.

Mr. McInTosh - If it is only the Andres parcel, then the First Pentecostal Church in not involved, the next piece formally owned by the Watson family is not involved.....

Matt West - At this point you are right. The focus is on Celery Avenue.

Dr. Rosemond - Have you been out on Celery Avenue during a rain storm?

Matt West - Actually I was out posting these notices.

Dr. Rosemond - what day was that?

Matt West - Last Thursday or Friday and I didn't stay dry, that's for sure.

Dr. Rosemond - July 30, there was 3 to 4 inches of rain and when I turned onto Celery from Mellonville, the rain was so high that several cars were stalled. What are we going to do if there is a hurricane? Also, I drove into Celery Lakes and there was 6 inches of rain standing there. I got out and measured between the two houses. There is 10'2" between the new houses. Are you saying that the City wants to propose 3 houses per acre?

Matt West - That is what is proposed between the City of Sanford and the County.

Dr. Rosemond - Are those developments going in now within the city limits?

Matt West - Yes sir.

Dr. Rosemond - We have been told that there are 600 houses going in there.

Matt West - Yes there is.

Dr. Rosemond - What is going to happen with the families who move in there and the schools? There are only two schools in that area. What is your projection on that?

Matt West - This discussion tonight is not whether or not to change the land use. The discussion tonight is, if the land use is going to be changed, what would you like to see out there.

Dr. Rosemond - We can't give you any input until we find out what your plans are.

Matt West - I guess my answer to you is that regardless of what we do tonight, if we don't have any agreement with the City of Sanford of any kind, eventually, most of that property is going to annex into the City and it's going to develop into whatever standards Sanford wants to have for it. Whether it's the Celery Lakes or the Celery Plantation standards. My intent is not to argue what the density should be out there tonight, the issue is if Sanford agrees to adopt regulations that are in conjunction with the County on any development out there, what would you like to see. The reality is that eventually, the current owners of this land or their heirs are going to sell this land and it will be annexed into the City of Sanford and it will be

developed by Sanford's rules. What we are trying to do here is to see, if it does come to that, we can agree upon certain standards that everybody can live with. I don't think we are in a position to prevent Sanford from annexing any of that property in.

Dr. Rosemond - You say that the City of Sanford is going to take over the maintenance of Celery Avenue in 2013. What is going to happen before then with the road? I need to know what the final plan is. Also, the traffic is horrendous.

Matt West - If we don't do anything, the City of Sanford has their own standards and you see how it is there now. If you don't want to have this discussion tonight, what do you think is going to happen out on that road anyway?

Dr. Rosemond - That's what concerns all of us. What is going to happen out there?

Matt West - We have no control over the City of Sanford's policy and if they annex out there in accordance with State Statutes, they can annex in the property and develop it to their own standards. Right now we have no agreement with them. There isn't even an agreement that they should develop it at 6 units per acre. There is no agreement right now. We are sort of working on the premise that even though that one expired two years ago, it's still sort of valid by handshake.

Dr. Rosemond - At the last Planning and Zoning Meeting, wasn't there a motion made that the County and the City are to get together and come to some sort of agreement on what the future of the corridor is going to be? Has that taken place?

Matt West - Yes and these proposed regulations have been given to Mr. Gibson who is the Director of Planning and Antonia Gerli who is the Principal Planner at the City of Sanford. We have had discussions on them and they are taking them back and they are reviewing them. They are aware of the meeting tonight that is taking place. We are in discussions with them.

Dr. Rosemond - What about the Florida aquifer being down. They say we are getting all this rain but the rain won't go to the aquifer through all this concrete.

Matt West - The purpose of this meeting is to talk about design standards. If you don't want to talk about design standards, next Tuesday, at 7 PM, the County Commission is considering the transmittal of the amendment to change this land to low density residential and it seems like that's where your questions are more appropriate because the purpose of this meeting is to just talk about if it develops at more than one unit per acre, what would you want it to look like.

Dr. Rosemond - You want my input? I would think that you would absolutely keep it at one unit per acre. Maybe two units per acre.

Matt West - If it developed at two units per acre, what would you like it to look like?

Dr. Rosemond - You will have to hire landscapers, and you are talking about a brick wall next to the road. Yes you are going to have to have some aspects that are pleasing to the community.

Matt West - Using Lake Mary Boulevard as an example, they picked the Live Oak as the tree they wanted planted all along the Boulevard.

Dr. Rosemond - Going down 427, I think that is very pleasing with nice trees. I don't think you are going to be able to do that with Celery Avenue due to the width of the road and the right of way and unless you are planning on moving some homes back.

Matt West - Would you want to ask the Board to constrain Celery Avenue to two thru lanes only? Examples are Markham Woods Road and Wekiva Springs Road. Or because of your concerns about traffic, would you want to see it a four lane roadway? I think that is something to consider.

Dr. Rosemond - unable to hear question.

Matt West - That is getting off topic, one of the things that the Airport, the County and the City are trying to do is the Airport has basically pledged to donate the right of way necessary to DOT so they can do the widening of 46 out to 415. Half of the cost of any road widening is acquiring the property to accommodate the additional lanes and they

are hoping by doing that, DOT will move up the widening project for 46 much sooner and if they get it 4 lane or 6 lane, whatever they end up getting it widened to, the hope is that a lot of people that avoid going to 46 because of the congestion, now that capacity will be opened up and the people will be divert back to 46. That's a possibility.

David Terwilleger - My major concern is the Phase Two part. The mixed use and the distance that it goes down Celery Avenue. I understand that we are trying to get something out there by the Marina but if it was limited to be further to the east……

Matt West - So you are saying distance going west?

David Terwilleger - Yes, I have a concern with those parcels with that density and having there main point of access being Celery Avenue and Cameron Avenue. If the boundary of Phase Two was moved further to the east, there would still be a considerable amount of property that could be developed as Phased Two Development and it could have access to 415 or at least close to what I'm assuming is going to be a major intersection where 415 and Celery intersect.

Matt West - Next Tuesday night…….

David Terwilleger - If they made that Phase One where it intersected Celery, it seems like that would be more appropriate because what you have is a two lane road and I think it would be a mistake where we are talking about a residential area and consider Celery Avenue as a 4 lane road. I think 2 lanes with turn lanes where they are needed to accommodate subdivisions, would be more appropriate in a residential setting. Especially given the fact that Celery Avenue has, what I would envision in the future, the main exit from this area will be 415 because it will be a 4 lane roadway and to the west, you have really limited to very small residential streets. In fact, Celery Avenue more or less stops at Sanford Avenue. I would think you would have a real hard time getting traffic to exit the area in any type of volume at the west end. I would rather see it 2 lanes. I think what we need to do is come up with an agreement with Sanford……

Matt West - To policy constrain it?

David Terwilleger - Well if you don't have any kind of agreement, I think it's going to go the same way it's going. They are going to develop out towards us and while it may slow it down and take a long time, it's going to keep on going out towards us. I think the idea of coming up with the agreement, the lower the density the better, but I think coming up with the agreement is something that needs to be done. I think it would be a real mistake if Phase Two accesses Celery and Cameron Avenue. If they had it on the 415 corridor, I think that would serve the purposes of allowing the Marina to have a place to possibly have some condominiums because one of the things I see in your proposed development agreement is a 50' height building so you could conceivably have 5 story buildings on the intersection of Celery and Cameron Avenue the way this development is proposed. I don't see that the roadways, even with the improvements, are going to be able to handle that level of traffic that will be generated in that kind of development. Well I think that Phase Two on the 415, I don't have a problem with the higher building heights if that was done along the 415 corridor and the boundary was further to the east and what I would see the boundary of the Phase Two should be at the intersection of Chickasaw Drive and Celery. Which is further to the east and in fact, it is actually east of what I call the Andres Flower Farm.

Matt West - Thank you. Does anyone else have anything else they want to ask or say?

Mrs. Stenstrom - I just want to know if 415 is going to be 4 lanes all the way to the bridge.

Matt West - The intent is there, I don't have the exact date or timing but it's in the 5 year Final Plan but I'm not sure what year. It is going to be widened as well as Lake Mary Boulevard is going to tie into it on the south.

Mrs. Stenstrom - Well I thought that the 415 to the bridge was going to be done much quicker than that but it won't be?

Matt West - Do you know Tony?

Tony Walter - I think within the next 4 years.

Matt West - Does anyone else have anything they would like to say?

Mr. K. McIntosh - I would respectfully indicate to you that two units per acre in Zone One, we would respectfully request that you give consideration to. The second item is we would request that you implement in a three lane process, with sub-surface utilities, the same thing that you did when you were at Lake Mary between Lake Mary Boulevard and 46A on Rinehart Road. The next thing is we are very concerned about are the walls. We do not want a lot of unsightly walls along Celery Avenue. We would again respectfully request that you reconfigure Zone Two from the east boundary of the Andres Flower Farm to SR 415 and that everything west of the east boundary of the Andres Flower Farm in Zone Two, remain in it's current configuration. We would request that there be no more than 4 units per acre within that specific area between Chickasaw and 415 south all the way to the Medical Complex and that there be no building other than in close proximately to SR 415 that exceeds 35'. That's the first positive thing I've had to say in 14 meetings.

Matt West - The issue is that nobody here is committing to liking 3 units per acre, it's just that if it happens, is this what you want to see?

Mr. McIntosh - I want to continue to hear you say net buildable.

Matt West - Yes it is net buildable.

Mr. McIntosh - I don't see that in the joint agreement. I see 1, 2 and 3 per acre. If you had continued telling us net buildable, but we don't see that anywhere in the document.

Matt West - In the table part, it says that Sanford would calculate their density the way Seminole County does, which we do it net buildable acre. It doesn't spell it out but we could spell it out.

Mr. McIntosh - I would like to see it spelled out every time you are talking about it per acre.

Matt West - Since we are changing the language on annexation, we could put that in there as well.

Mr. Terwilleger - I appreciate you putting the item in there about the parks. Is there any possibility at all of having these developers put money towards what I could call a regional county park that would be more use. It's a good thing to have an open place for children to play but if you could have a larger area, it really gives kids a place to go, a place for people to have events and it's really something the community can get more involved in. You can have athletic events. It gives the kids more to do than just going around getting in trouble. Even if you set the property aside and I know the economy is tight right now but if they put money towards that, to me, that would be a much better thing than to have a little park here and a little park there that nobody takes care off. I would like to see something along the scope of Red Bug Park or Sylvan Lake Park but even if it was three fourths of that, at least it would give people a place to go and a place to have events.

Matt West - I agree and what I will do is talk to our Attorneys and see what legal recourses we have about how we can do that. I think that the City and County, everybody has designs on the IFAS property and I think it has been overcommitted at this point. I think we have had discussions on whether we could put an elementary school on part of that, or a storm water pond or a park and a trail head. That is a possibility and I will talk to our Attorneys and see what the remedies we could put in the Code and Overlay that they make some monetary contribution towards some type of facility.

Mr. Terwilleger - spoke but was not audible on the tape.

Matt West - Unfortunately we don't have a recreation impact fee in the County. Some Cities do but we don't have a recreation impact fee.

Mrs. Stenstrom - About the mixed use. Immediately west of 415, approximately how many feet west would that go? What would that include?

Matt West - Actually, I think what we proposed, is about 330' west of Cameron, so it would go toward downtown Sanford to about 330' west of Cameron.

Mrs. Stenstrom - West of Cameron?

Matt West - Yes at this point. Mr. Terwilleger asked if we could move that back and I think that is something for the Commission to consider next Tuesday in their transmittal, moving it back to the east.

Mrs. Stenstrom - Moving it back east. How much to the east?

Matt West - I heard at Cameron and Celery, so you would eliminate the acreage that is west of Cameron that would be in that area.

Mr. Terwilleger - spoke but it was not audible on the tape.

Matt West - Yes, it would be 330' east of Cameron as well.

Mrs. Stenstrom - Are you talking all the way down to 46 though? From Celery to 46?

Matt West - The properties that abut Celery to 415.

Mrs. Stenstrom - You are talking about that little section at the top?

Matt West - The sharp curve area there.

Mrs. Stenstrom - Is it Cameron Avenue that is west border or is it past..

Matt West - Actually the proposed district is west of Cameron, Part Two. Along 415, it stops short of the Mental Health Clinic, that area. It is north of the Mental Health area.

Mrs. Stenstrom - After you get past Chickasaw.....

Discussion of area while looking at the map.....

Mr. McIntosh - Celery Avenue north to the lakefront, is any of that considered wetlands?

Matt West - Yes sir.

Mr. McIntosh - Could you outline that area for me?

Matt West - (pointing to the map) All that green area going up to the lake and the river, that is all considered wetlands and flood prone.

Dr. Rosemond - Does that mean that it could never be developed?

Matt West - Well it would be very difficult. There would be an opportunity if a person wanted to fill a portion and mitigate or if they fill in the flood plain, they would have to compensate for the storage some place else. I think it would get very difficult because I think that the St. John's River and the lake are very important assets and St. John's and the County and the City would probably have high mitigation standards if someone wanted to do that.

Mr. Terwilleger - As far as the wetlands line goes, how soon could somebody go out there and start to take a look at it because I know sometimes it moves magically from time to time.

Matt West - Our intent is not to go out there and flag it or survey it and establish a line. It's when each property comes in, they hire their environmental people to go out there and meet with St. John's and our staff and they……

Unknown - inaudible

Matt West - Yes, at this point it is aerial but then when they do their survey work and they are ready to get their St. John's permits, that's when they would go out there and settle on a final line.

Matt West - Thank you for coming. I want to schedule another meeting but we haven't picked a date yet but we will be sending notices out and if everybody signed in, we will make sure you get it and we will have a follow up after everyone has had a chance to look at the hand outs and see if there is a better way to write this.

Mr. McIntosh - My wife wants me to remind you about the August 8, 2003 from Sandra Robinson with reference to 15 acres for a school site for future elementary school use.

Matt West - We do not have a school concurrency adopted in Seminole County but it is something we will look at and I

am going to invite the School Board Members to come to the next meeting.

Mr. Terwilleger - Partly inaudible…… Diane Kramer has asked the City the very same thing.

Mr. McIntosh - Also, we want to make sure that we do not have noise pollution in our area when the St. John's River water supply surface treatment plant, which is going to be 50 acres in size, is constructed in close proximately to SR 415 where the water intake is going to be.

Matt West - That has been noted as well. We may want to consider, that isn't in our regular code and we could put it in this overlay, we don't have construction hours limited in our code. Essentially if someone is building something, they can build 24 hours a day, 7 days a week. So maybe another thing to consider is when something is being constructed, developed, such as a subdivision, we talk about limiting the hours. Not on Sundays, dawn to dusk kind of thing, certain times to limit when construction can take place. I know there are exceptions to that, especially when it's in the roadway and they have to do that at night when there isn't much traffic. We could look at limiting the hours for construction.

Mr. McIntosh - The next meeting is before the County Commission?

Matt West - Next Tuesday is the County Commission Meeting to discuss and to vote on whether to transmit that amendment. I hope to set up another meeting, maybe in about two to three weeks to follow up.

Thank you for coming.

CELERY AVENUE ZONING OVERLAY

SPECIAL MEETING
TUESDAY, AUGUST 19, 2003
COUNTY SERVICES BUILDING
COMMISSION CHAMBERS, 6:00 PM

NAME	ADDRESS	PHONE NUMBER/OR E-MAIL ADDRESS
Carolyn Stenstrom	Lake, Marey 181 Wimbledon	407-804-9841
Thomas L. Largen MD	244 Buena Vista - DeBary	386-668-4136
Craig Bar	143 Crescent Blvd Sanford	407 330 1583
Tim Meisel	1000 E. 1ST ST	407 321 1964
Phyllis Dow	1500 S Magnolia	407. 302-7865
K. McIntosh	951 Powhatan 1690 Cameron	407 322 7703
Tim Nau	1000 E 1st St	407 323-3430
Dan Kreider	451 Summerlin Av	407. 328-9115
David Terwilleger	4020 Chickasaw Dr	407/323-9349

SIGN-IN SHEET

CELERY AVENUE ZONING OVERLAY

SPECIAL MEETING
TUESDAY, AUGUST 19, 2003
COUNTY SERVICES BUILDING
COMMISSION CHAMBERS, 6:00 PM

NAME	ADDRESS	PHONE NUMBER/OR E-MAIL ADDRESS
ANN ESTERSON	1235 MYRRE ST. SANFORD, FL 32773	ann_esterson@yahoo.com
Eric Esterson	"	estersonco@aol.com

SIGN-IN SHEET

CELERY AVENUE ZONING OVERLAY

SPECIAL MEETING
TUESDAY, AUGUST 19, 2003
COUNTY SERVICES BUILDING
COMMISSION CHAMBERS, 6:00 PM

NAME	ADDRESS	PHONE NUMBER/OR E-MAIL ADDRESS
Robert M. [illegible]	941 Powhatan Dr	(407) 322-2411

SIGN-IN SHEET

CURRENT INTERLOCAL AGREEMENT

SEMINOLE COUNTY/CITY OF SANFORD
JOINT PLANNING INTERLOCAL AGREEMENT

Seminole County
Planning and Development Department

November 1991

SEMINOLE COUNTY/CITY OF SANFORD

JOINT PLANNING AGREEMENT

NOVEMBER 1991

TABLE OF CONTENTS

SECTION 1: Introduction and Overview

SECTION 2: Joint Planning Interlocal Agreement

APPENDICES

A. Joint Planning Agreement Resolution

B. Seminole County/City of Sanford Automatic Aid/First Response Interlocal Agreement

C. Urban Service Area and Utility Service Area Establishment Agreement

D. Road Impact Fee Interlocal Agreement

E. Road Maintenance and Right-of-Way Dedication Interlocal Agreement

F. Rand Yard Road Maintenance Interlocal

G. Upsala Road Intersection Construction Agreement

H. Agreement for Enforcement of Building Codes

I. Community Development Block Grant Program Agreement (Rehabilitation)

K. Community Development Block Grant Program Agreement (Emergency Repair)

INTRODUCTION

In June, 1989, the City of Sanford and Seminole County Commissioners held a joint work session and executed Resolutions of Support for the development of Joint Planning Agreements. These agreements are designed to establish a formal coordination mechanism to deal with several issues including water, sewer, transportation, public safety, annexations, land use and development proposals. The City and County have entered into interlocal agreements for water, sewer, transportation impact fees and mutual aid/first response. These agreements appear in the Appendices of this Report. The remaining coordination issues of annexation, land development codes, future land uses and conflict resolution were discussed at the August 14, 1991 Joint Work Session where direction was provided to execute an interlocal dealing with these remaining issues. This agreement is contained in Section 2 of this Report.

Although several communities have developed Joint Planning Agreements, this agreement is unique because of its specificity regarding future development, ease in transfer of regulatory authority to the City, and expedient conflict resolution procedures.

OVERVIEW OF THE JOINT PLANNING AGREEMENT

The **Joint Planning Agreement** is a formal interlocal agreement (5 year term automatically renewable) designed to:

- Insure coordinated planning
- Guide urban expansion
- Provide public and landholders some certainty as to how property will be developed
- Provide both jurisdictions a level of confidence that their plans will be implemented
- Reduce future conflicts and disputes

The **Joint Planning Area** includes those areas that could be annexed in the future and served with City or joint City/County services and those areas where coordinated development and planning decisions are needed. This area is mapped in Exhibit "A" of the Agreement.

Several Joint Planning Issues have already been addressed through interlocal agreements. These include:

- Mutual Aid/First Response
- Road impact fees
- Road right-of-way and maintenance
- Utility service area
- Community Development Block Grants
- Code Enforcement

The Joint Planning Agreement addresses several remaining areas for coordination:

- Land development regulations
- Land use
- Development review
- Annexation
- Future planning efforts
- Conflict resolution

After a review of various **Land Development Regulations** (i.e., transportation, setback, buffer, drainage and environmental regulations), it was found that codes are generally consistent. Therefore, this agreement only address provisions for:

- Joint review of future code updates
- Joint review of Higher Intensity Planned Development standards and adoption of agreed upon standards.

Land Use Designations were reviewed and it was determined that infill and enclave parcels have equivalent land use designations. Outlying areas were reviewed and recommendations made for what kinds of future development should occur. These recommendations appear in Exhibit "C" of the Agreement. The procedures established for review of parcels annexing into the City or developing in the County are as follows:

EQUIVALENT LAND USES

↓

City can process rezoning, site plan and plat application

↓

County does not oppose development based on land use type, density or intensity

County's primary review is for transportation impacts

↓

City amends plan at next available cycle

OTHER LAND USES

↓

City processes plan amendment application

↓

Joint review for consistency with future plan amendment recommendations

↓

City processes rezoning, site plan, plat

Annexations will be reviewed with contiguity being the primary consideration. The County will not oppose annexations that occur east of I-4 and east of the I-4 Industrial Park.

Future Coordination in several areas is provided for:

- Establishing consistent right-of-way requirements
- Uniform base building setbacks
- HIP Standards
- Airport Area Master Plan and Midway Redevelopment Plan
- Silver Lake Drive Extension

Conflict Resolution procedures ensure that any disputes are handled through a formal mediation process:

Final Action on disputed item is delayed

↓

Managers meet to resolve dispute and prepare report to Commissions within 10 working days (Report states areas of agreement/disagreement and recommended compromise)

↓

Joint work session (if needed to resolve areas of disagreement)

↓

Mediation through ECFRPC conflict resolution process

↓

Other actions under Chapter 164

This Joint Planning Agreement represents a major step in providing coordina services to City and County residents and effective growth management. The implementation of the agreement will be continually monitored and updates will oc as new coordination issues arise. Additionally, the Agreement will serve as a bluep for developing agreements with the other Cities in Seminole County.

(jpa)

SEMINOLE COUNTY/CITY OF SANFORD
JOINT PLANNING INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this 21st day of November, 1991, 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 SANFORD, a Florida municipal corporation whose address is Post Office Box 1788, Sanford, Florida 32772-1788, hereinafter referred to as the "CITY".

WHEREAS, it is beneficial to the public for local governments to work together in a spirit of harmony and cooperation and the CITY and the COUNTY have worked together in the past as evidenced by the following Interlocal Agreements:

- Seminole County/City of Sanford Automatic Aid/First Response Interlocal Agreement dated September 20, 1989.
- Road Impact Fee Interlocal Agreement dated August 15, 1989.
- Road Maintenance and Right-of-Way Dedication Interlocal Agreement (Bevier Road) dated September 14, 1987.
- Urban Service Area and Utilities Service Area Establishment Interlocal dated October 18, 1990.
- Rand Yard Road Maintenance Interlocal Agreement Between Seminole County and the City of Sanford dated July 16, 1990.
- Upsala Road Intersection Construction Agreement dated November 16, 1990.
- Agreement for the Enforcement of Building Codes dated May 3, 1983
- and numerous interlocal agreements relating to the Community Development Block Grant Program; and

WHEREAS, in June, 1989 the Board of County Commissioners and the Sanford City Commission executed joint resolutions that expressed agreement as to a number of considerations affecting both the CITY and the COUNTY, including urban planning, transportation impact fees, first response fire service, future annexation limits for the CITY, and water and wastewater service area boundaries for the COUNTY and the CITY in the Sanford/Seminole County Joint Planning Area hereinafter referred to as the Joint Planning Area; and

WHEREAS, the Joint Planning Area and future annexation boundaries require more specific definition; 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 parties have the lawful right and power to enter into this Agreement.

W I T N E S S E T H:

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. PURPOSE/INTENT/JOINT PLANNING AREA.

(a) The purpose of this Agreement is to adopt standards and procedures to insure that coordinated and cooperative comprehensive planning activities are accomplished to guide urban expansion. The purpose of the following provisions are to provide the public and landholders with some certainty as to how property will be developed in the Joint Planning Area, to provide both jurisdictions a level of confidence that their respective plans will be implemented, and to provide formal conflict resolution procedures to reduce future conflicts.

(b) For the purposes of this Agreement, the "Joint Planning Area" means the area reflected in Exhibit "A" to this Agreement which Exhibit is incorporated herein by this reference thereto as if fully set forth herein verbatim.

SECTION 3. COMPREHENSIVE PLANNING, FUTURE LAND USES AND DEVELOPMENT APPROVALS.

(a) <u>Findings/Purpose</u>. The COUNTY and the CITY have reviewed their respective Future Land Use Designations and Land Development

Regulations for consistency. It was found that many Future Land Use Designations, at the time of this Agreement, are equivalent and therefore property developing to these equivalent land uses, whether in the unincorporated area or CITY, will be consistent with the CITY's and COUNTY's Future Land Use Plans. It was also found that the Land Development Regulations of both jurisdictions, at the time of this Agreement, are consistent and that property developing in the unincorporated area or CITY will meet consistent minimum standards.

(b) Future Land Use Equivalency. Exhibit "B", attached hereto and entitled "Future Land Use Equivalency Chart", sets forth equivalent future land use plan map designations with related intensities and densities between respective CITY and COUNTY comprehensive plans. Said Exhibit is incorporated herein by this reference thereto as if fully set forth herein verbatim. The Future Land Use Equivalency Chart shall provide the basis for review by the COUNTY and the CITY of future land use element consistency and compatibility determinations with regard to the respective future land use plan elements of the CITY and the COUNTY with particular reference to lands adjacent to the jurisdictional limits of the CITY and the COUNTY and to lands that may be annexed by the CITY. Parcels of land annexed into the CITY or developed in the unincorporated area which develop to an equivalent land use designation shall not be opposed by the CITY or COUNTY based on the compatibility of land use type, density or intensity. The Future

Land Use Equivalency Chart may be amended from time to time as agreed by both parties.

(c) Recommendations For Future Comprehensive Plan Amendments. Exhibit "C" attached hereto and entitled "Recommendation For Future Comprehensive Plan Amendments", sets forth land use designations that may be appropriate over a twenty (20) year planning horizon, but which are not recommended for adoption in the CITY's or COUNTY's future land use element at this time as the recommended designation represents a major change in uses which have not undergone extensive public review and these uses may require additional services and facilities above those programmed in the County or City's Capital Improvement Elements. The purpose of developing jointly acceptable long range land use recommendations is to provide some consistent guiding recommendations from which future applicant requested or administratively generated land use plan amendments can be reviewed. Parcels of land proposing to develop consistent with these recommendations will not be opposed based on the joint land use recommendations contained in Exhibit "C" but will undergo joint review for facility and services to ensure that adopted levels of service are maintained. Exhibit "C" may be amended from time to time as agreed by both parties.

(d) Joint Review Of Plan Amendments. During the development and drafting phases of the respective comprehensive plans or plan amendments of the CITY and the COUNTY, CITY and COUNTY staff shall transmit respective draft planning documents to the other as part of the public participation processes and intergovernmental

coordination mechanisms. Each staff shall compare each other's plan or plan amendments to determine whether proposed land uses and policies in the Joint Planning Area are consistent and equivalent pursuant to the Future Land Use Equivalency Chart and Recommendations For Future Comprehensive Plan Amendments. This Agreement is not intended to modify or require special procedures or processes for respective COUNTY and CITY planning programs.

SECTION 4. ANNEXATION AND LAND USE JURISDICTION.

(a) Jurisdiction Over Annexed Parcels. The parties recognize that the COUNTY loses land use jurisdiction over annexed properties subsequent to their annexation into the municipal limits of the CITY. Upon annexation of COUNTY lands by the CITY, the CITY shall have the authority to process rezoning, site plan and plat applications and apply CITY Land Development regulations, in accordance with Subsection 4(b) of this Agreement.

(b) Land Use and Zoning Designation For Parcels Annexed Into the CITY. Upon annexation of COUNTY lands by the CITY, said lands shall have the zoning clarification assigned to them in accordance with and by operation of law. Upon annexation the CITY shall apply a CITY zoning district in a manner consistent with the Future Land Use Equivalency Chart included in this Agreement. The CITY shall amend its comprehensive plan to include annexed lands during its plan amendment cycle immediately following such annexation. Plan amendments and/or rezonings that are not consistent with the Future Land Use Equivalency Chart (Exhibit "B") of this Agreement shall undergo a joint CITY/COUNTY review and zoning, plat and site plan

final approvals shall not become effective until the CITY's plan is amended according to the review and approval process in Chapter 163, Florida Statutes.

SECTION 5. COORDINATION OF LAND DEVELOPMENT REGULATIONS.

(a) Uniform Right-of-Way and Building Setbacks on Major Roads. In addition to establishing consistent future right-of-way requirements for major roadways, the CITY and the COUNTY agree to set uniform base building lines on such roadways as part of their required 1992 Land Development Code update. Such base building lines result in a uniform building setback that supersedes a lesser building setback in a given zoning district.

(b) Land Development Code Updates. Each party will be provided by the other party with a meaningful opportunity to review and provide formal comments relating to all land development regulation updates or revisions except amendments to the zoning district map unless otherwise specified. Land Development Code updates relating to the Higher Intensity Planned Development District in the Interstate Highway 4/State Road 46 area will undergo joint CITY/COUNTY review and will be incorporated into CITY and COUNTY codes to more effectively manage development of this higher intensity area.

(c) Review of Development Proposals for Transportation Impacts. Each party shall provide the other party with a meaningful opportunity to review and comment upon planned development project rezonings, proposed subdivisions and site plans located adjacent to the other's jurisdiction. The primary consideration as

to such reviews shall be consistency with the provisions of this Agreement and an evaluation and analysis of off-site transportation impacts. Applications and proposals for the above mentioned projects shall be forwarded to the reviewing party as soon as practicable after the time of receipt.

SECTION 6. ANNEXATION CRITERIA. The parties agree that contiguity will be the primary criteria for annexation of lands located within the Sanford Urban Area. Within this area the COUNTY agrees, to the extent permitted by law, not to oppose the annexation of any parcel that is contiguous and relates to lands located either East of Interstate 4 or East of the Interstate 4 Industrial Park.

SECTION 7. CONFLICT RESOLUTION.

(a) <u>Intergovernmental Communication</u>. In the event that disagreements or conflicts arise between the parties relating to the terms and provisions of this Agreement, the following procedures for conflict resolution will be initiated prior to final action by the approving agency:

(1) <u>Management</u>. The chief administrative officials of both the CITY and the COUNTY shall meet to review unresolved issues and to develop a report to the respective Commissions. Reports must be submitted to the Commissions ten (10) working days prior to scheduled final action and should address areas of agreement, areas of disagreement and recommended compromise provisions or options

(2) <u>Elected Officials</u>. If agreement over unresolved issues is not reached after the procedure set forth in Section

7(a)(1) is accomplished, a joint worksession meeting of the respective Commissions may be held within twenty (20) working days of submission of the report. Both entities agree to delay final action regarding the conflict until either a joint worksession is held or a determination is made that one shall not be held.

(b) Informal Conflict Mediation. The parties agree to maximize utilization of the Informal Interjurisdictional Mediation Process of the East Central Florida Regional Planning Council embodied in Rule 29F-3.012, Florida Administrative Code, or its successor provision. Actions relating to the issue of conflict shall be delayed, to the maximum practicable extent, if the informal mediation process is utilized.

(c) 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.

(d) Time of Actions. The parties agree, to the extent practicable, to time their actions to maximize intergovernmental coordination, communication and cooperation.

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

SECTION 9. NOTICE. Contact persons for this Agreement shall be the CITY Manager and the COUNTY Manager.

FOR THE CITY

Bill Simmons, City Manager
City of Sanford
Post Office Box 1788
Sanford, Florida 32772-1788

FOR THE COUNTY

Ron H. Rabun, County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

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

ATTEST:

JANET R. DONAHOE, Clerk
City of Sanford

CITY OF SANFORD

By: BETTYE D. SMITH, Mayor

Date: October 31, 1991

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: FRED W. STREETMAN, JR., Chairman

Date: _____

For use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

County Attorney

As authorized for execution by the Board of County Commissioners at their Nov. 12 19 91, regular meeting.

LNG/gg
10/31/90
11/06/90
01/02/91
LNG/dre
01/30/91
02/18/91
05/21/91

LNG/gg
05/23/91
LNG/gn
08/12/91

91 NOV 21 PM 3:44
CLERK TO B.C.C.
SEMINOLE CO. FL
BY D.C.

EXHIBIT A

SANFORD/SEMINOLE COUNTY JOINT PLANNING AREA

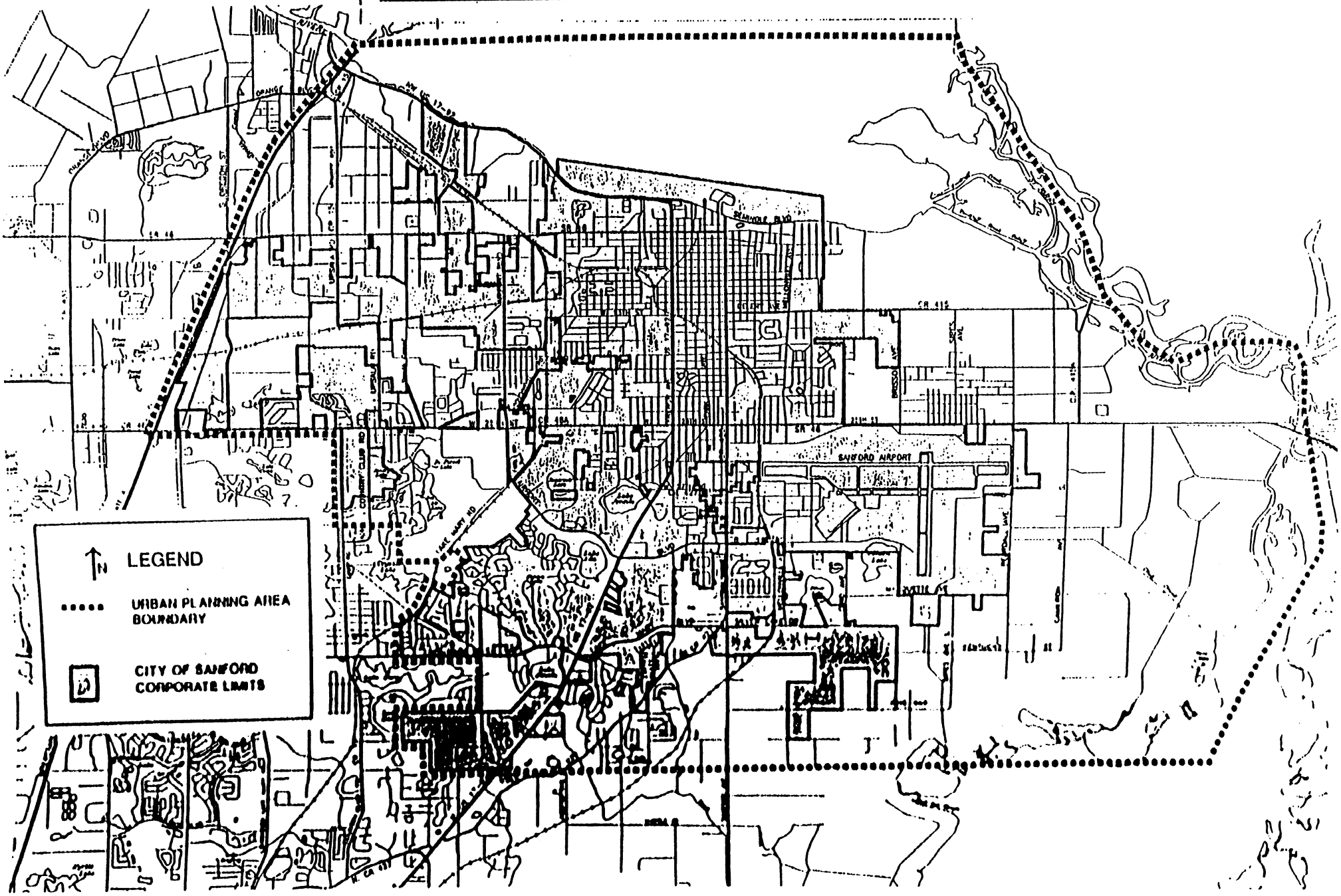


EXHIBIT "B" - FUTURE LAND USE EQUIVALENCY CHART

Future Land Use	City Land Use	City Zoning	County Land Use	County Zoning
ıw Density :sidential - Single ımily	LDR - SF 6 DU/Acre	SR-1AA; SR-1A; SR-1; PD; AG	LDR 1-4 DU/Acre	A-1, AC, RC-1, R-1, R1-A, R1-AA, R1-AAA, R1-AAAA, PLI, PUD
edium Density esidential	MDR - 10 10 DU/Acre	SR-1AA; SR-1A; SR-1; MR-1; PD; AG	MDR 4-10 DU/Acre	All LDR Zonings, RM-1, RM-2, R-2, R3A, R1-B, R1-BB, RP
:edium Density esidential	MDR - 15 15 DU/Acre	SR-1AA; SR-1A; SR-1; MR-1; MR-2; PD; AG	HDR High Density Residential Over 10 DU/Acre	All MDR Zonings, R-3, R-4
:igh Density .esidential - 20 ›U/Acre	HDR	SR-1AA; SR-1A; SR-1; MR-1; MR-2; MR-3; PD; AG	HDR	All MDR Zonings, R-3, R-4
)ffice	ROI Residential-Office-Institutional	MR-1; MR-2; MR-3; RMOI; PD; AG	Office	OP,RP,AC, A-1, PLI, PUD
:ommercial	NC - Neighborhood GC - General	RMOI; RC-1; GC-2; PD; AG	Commercial	All Office Zonings CN,CS, C-1,C-2,PCD
ndustrial	I - Industrial	RI-1; MI-2; PD; AG	Industrial	C-3,M-1A, M-1,A-1,OP,C-1,C-2, PCD,PLI,PUD,DC
-ligh Intensity Mixed Jse Planned Development	HI - I-4 High Intensity WIC - Westside Industry and Commerce AIC - Airport Industry and Commerce	PD; AG	HIP - High Intensity Planned Development	PUD, PCDD, PLI, AG, A-1, AC
Public/Semi-Public	PSP	All Zones	Public/Quasi Public Recreation	PLI, AC, A-1
Conservation	RP - Resource Protection	All Zones	Conservation	AC, A-1
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

EXHIBIT C

SEMINOLE COUNTY/ CITY OF SANFORD JOINT PLANNING AREA RECOMMENDATIONS FOR FUTURE COMPREHENSIVE PLAN AMENDMENTS

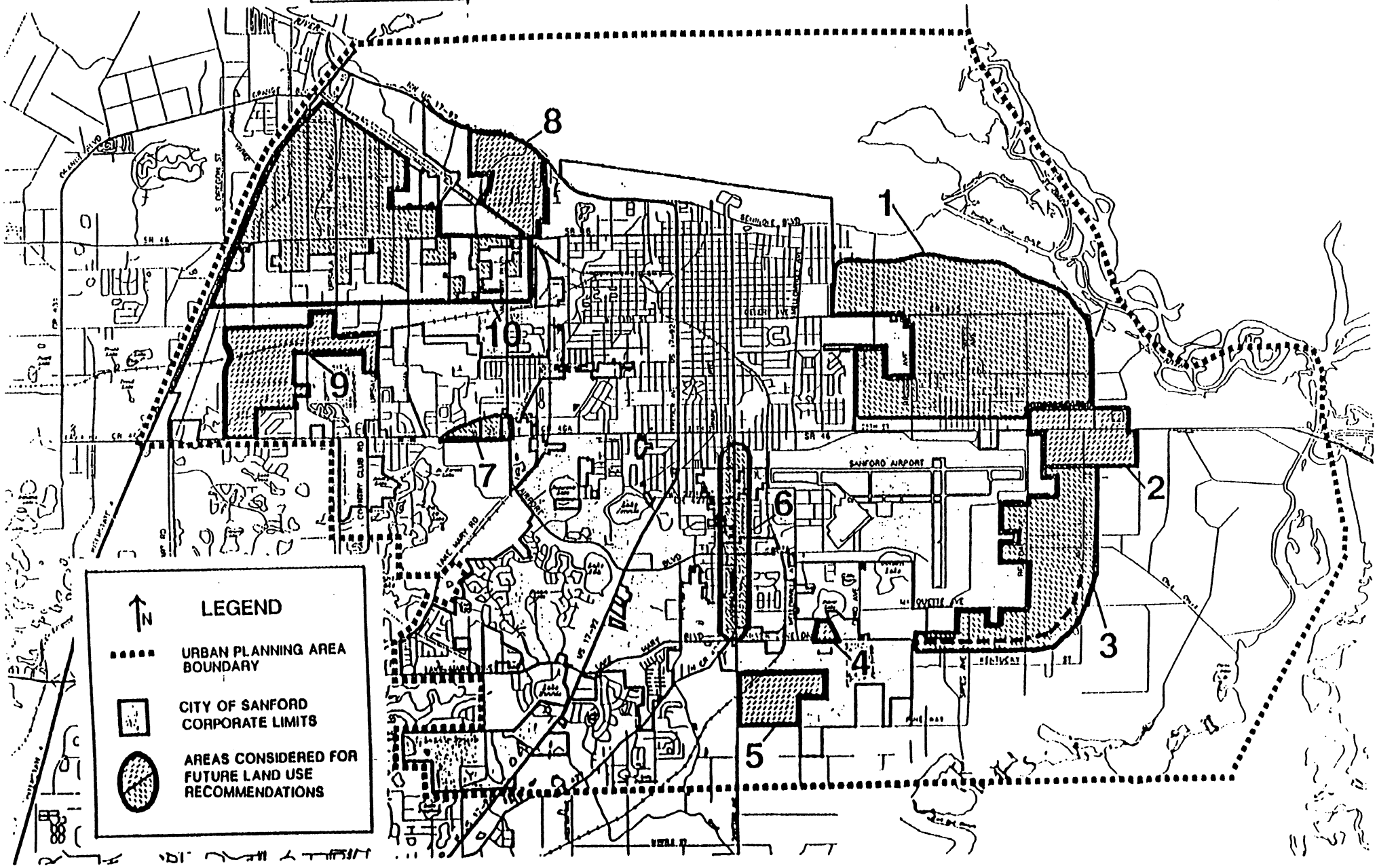


EXHIBIT C

SEMINOLE COUNTY/CITY OF SANFORD JOINT PLANNING AREA
RECOMMENDATIONS FOR FUTURE COMPREHENSIVE PLAN AMENDMENTS

This Exhibit sets forth land use designations that may be appropriate over a twenty (20) year planning horizon. The purpose of developing jointly acceptable long range land use recommendations is to provide some consistent guiding recommendations from which future applicant requested or administrative land use plan amendments can be reviewed. Parcels of land proposing to develop consistent with these recommendations will not be opposed based on the joint land use recommendations. A facility capacity analysis will need to be conducted at the time of Plan amendment and amendments will undergo joint review for facility and services to ensure the adopted levels of service are maintained. These recommendations may be amended from time to time as agreed by both parties.

REFERENCE NUMBER	GENERAL LOCATION	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
1	North and East of Midway	Industrial/ Suburban Estates /Conservation	Recommend Low Density Residential (up to 6 du/ac) and Conservation with no expansion to non-residential land designations. Industrial, Commercial and Medium Density land uses reflect existing zoning. This area will be the subject of a neighborhood redevelopment plan which may recommend alternative land uses.
2	Intersection of SR 46/CR 415	Commercial / Industrial/ Suburban Estates	Recommend airport compatible Commercial and Industrial land uses under the airport flight zone. Require Planned Development zoning to address service and facility needs.
3	South & East side of Airport	Suburban Estates/ Conservation	1) The City and County will update their Comprehensive Plans and Land Development Codes by 1993 to designate Airport compatible land uses in the Airport flight paths and noise zones. At a minimum, this update will include: • Designation of uses which will not prohibit expansion of airport operations;

REFERENCE NUMBER	GENERAL LOCATION	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			• Strategies to permit the conversion of existing neighborhoods to airport compatible uses and to minimize non-residential impacts during the conversion process; • Identification of service and facilities needed to support future land uses. 2) The County and City should add the Lake Mary Blvd./Silver Lake Drive easterly extension to connect to SR 46 East to the long range traffic circulation plans. The alignment and programming of this facility requires close coordination with the Central Florida Regional Airport master Plan. Development in this area should not be encouraged until the extended roads\way is in place, within a City/County budget, is the subject of a binding developer agreement or is otherwise consistent with the County's and the City's concurrency management system. 3) In the South and Easterly areas of Airport Environs land use plan amendments should be to airport compatible uses only: • Residential uses on 5 acre parcels with a grandfather provision for existing parcels of record; • Light industrial, airport related office, motel, warehouse and other uses meeting Federal Aviation Administration criteria adjacent to the airport provided with adequate facilities and services concurrent with development; and • Recreation and Conservation uses.

REFERENCE NUMBER	GENERAL LOCATION	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			4) As a condition to approving development, many existing streets in the Sanford Airport Area, such as by way of example, Beardall Avenue and Cameron Avenue, will require improvement to meet applicable functional standards to provide access to more intensive urban development.
4	Silver Lake	Low Density Residential/ Suburban Estates	Medium Density Residential for the area north of Silver Lake Drive between existing Medium Density Residential in the City. The industrial area to the south should maintain additional buffers to residential areas and be restricted to light industrial uses.
5	So. Sanford Ave	Medium & Low Density Residential	City and County should maintain the Medium and Low Density Residential uses as a transition from Sanford's industrial areas to residential uses. Recommend light industrial uses north of Pineway to have additional buffer and setbacks.
6	Sanford Ave.	Medium Density/ Residential/ Commercial	Recommend maintaining Medium Density Residential uses and permitting High Density Residential/Neighborhood Commercial/Office frontage on Sanford Avenue two lots deep on a case-by-case basis. Prohibit commercial in Woodmere on east side of Sanford Avenue.
7	Corner CR 46A/ Country Club	Low Density Residential/ Conservation	Recommend Low Intensity Office uses at intersection of CR 46A and Country Club Road to maintain compatibility with surrounding residences and allowing commercial east of the Expressway.

REFERENCE NUMBER	GENERAL LOCATION	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
8	North of Railroad/ South of US 17-92	Suburban Estates/ Low Density Residential/ Industrial	Recommend Medium Density Residential as a transition between Medium Density Residential and Residential/Office/ Institutional uses in the City and surrounding Low Density Residential development. NOTE: County Low Density Residential and Industrial uses have existing zonings; adjacent city land use is Medium Density Residential. Recommend no expansion of industrial uses north of the railroad; maintain large wetland adjacent to US 17-92 as Suburban Estates/Conservation.
9	West of Upsala/ North of CR 46A	Low Density Residential	Recommend Medium Density Residential (up to 10 du/ac) north of Indian Trace City PUD and on Upsala Road and West of Oregon. Recommend High Density Residential north and west of Twin Lakes along the Rinehart Road extension adjacent to Higher Intensity Planned District area.
10	East of SR 46 Corridor	Higher Intensity Planned Development	The City will amend Development Approval Procedures within the I-4 High Intensity Area coinciding with the County's High Intensity Planned Development land use. Specifically, the City will amend its Plan to require PD zoning for any rezoning in such areas to address infrastructure needs, provision of services, development phasing, development intensity and land use compatibility on a site-by-site basis. Existing conventional zoning districts within the City limits upon the effective date of this agreement will be "grandfathered". Unincorporated parcels developed prior to December 8, 1987, shall also be

REFERENCE NUMBER	GENERAL LOCATION	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			grandfathered in accordance with the provisions of the County's Comprehensive Plan. The City and County shall work together to develop coordinated development standards per Section 5(b) of this agreement.

A

RESOLUTION NO. 89-R-249

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON JUNE 13, 1989.

WHEREAS, on February 20, 1989, a special joint meeting was held by the Sanford City Commission and the Seminole County Board of County Commissioners to review possible options for joint planning and better coordination of future growth; and

WHEREAS, the City Manager, the County Manager and their staffs met on numerous occasions and discussed potential solutions for better joint planning; and

WHEREAS, the administrative staffs of both the City and the County jointly offered recommendations concerning joint planning, county transportation impact fees, joint acquisition of Lake Monroe Utilities, and the alignment of Rinehart Road; and

WHEREAS, on June 12, 1989, a special joint meeting was held by the Sanford City Commission and the Seminole County Board of County Commissioners to review the joint recommendations of their staffs and to consider an appropriate course of action.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

SECTION 1: That the Board of County Commissioners of Seminole County, Florida, accepts and affirms the joint recommendations of the City Manager and the County Manager detailed in their joint memorandum dated June 6, 1989.

SECTION 2: That the Board of County Commissioners of Seminole County, Florida, commends the City Manager, City Planner, City Fire Chief, the County Manager, the County Planner and the County Fire Chief for their efforts and recommendations.

SECTION 3: That the Board of County Commissioners of Seminole County, Florida, authorizes and directs the County Manager to continue joint discussions with the City Manager and to negotiate and draft appropriate interlocal agreements, ordinances and regulations to implement the joint recommendations contained in the memorandum dated June 6, 1989.

ADOPTED this 13th day of June, 1989.

ATTEST:

MARYANNE MORSE, Clerk to the Board of County Commissioners in and for Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

SANDRA S. GLENN, Chairman

RECEIVED
MAY 3 1991
PLANNING OFFICE

B

SEMINOLE COUNTY/CITY OF SANFORD
AUTOMATIC AID/FIRST RESPONSE
INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 20th day of September, 1989, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771 (hereinafter referred to as "COUNTY"). and the CITY OF SANFORD, a municipal corporation existing by virtue of Florida Law, whose address is 300 No. Park Avenue, Sanford, Florida 32771 (hereinafter referred to as "CITY").

W I T N E S S E T H:

WHEREAS, the COUNTY presently maintains and operates the Seminole County Fire Unit, with firefighting equipment and firefighting personnel and operates an emergency communications center for receiving and dispatching fire and rescue alarms, and

WHEREAS, the CITY presently maintains a fire department with firefighting equipment and firefighting personnel, and

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of the parties in times of emergency or disaster too great to be dealt with unassisted; and

WHEREAS, this Agreement is for the benefit of the general public and is authorized by, and entered into pursuant to Chapter 163, Florida Statutes

NOW THEREFORE, it is agreed by and between the parties hereto that each of the parties agree to assist the other pursuant to the following stipulations, provisions and conditions:

SECTION I. PURPOSE AND INTENT OF AGREEMENT. The purpose of this Agreement is to provide for reciprocal civil defense/fire/rescue/emergency medical aid and assistance in case of disasters, resulting from natural phenomena, accidents, or otherwise, when the fire or disaster is too great to be dealt with unassisted and to provide reciprocal fire and rescue assistance on a first response basis utilizing the facility units nearest to the incident. The intent of this arrangement is to provide the most efficient life

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY: Eva Rosch

saving services to the citizens of both the CITY and the COUNTY. It is also the purpose of this Agreement for the COUNTY to provide central communications services for the CITY Fire Department by receiving and dispatching fire and rescue alarms directed to the CITY in an effort to provide increased speed and efficiency and centralized coordination of emergency services. It is also the intent of this Agreement to provide the City Police Department with access to the County's 800 MHz "Smartnet" and associated radio system including paging capability.

SECTION 2. REQUEST FOR ASSISTANCE - CITY. As to incidents occurring outside the pre-determined automatic mutual response areas, the CITY shall request emergency fire/rescue/civil defense assistance only through the Fire Chief of the CITY or his duly authorized representative. The CITY'S Fire Chief or his duly authorized representative shall make the request for assistance to the COUNTY Fire Unit Communications Center.

SECTION 3. REQUEST FOR ASSISTANCE - COUNTY. As to incidents occurring outside the pre-determined automatic mutual response areas, the COUNTY shall request emergency fire/rescue/civil defense assistance only through the Duty Chief or in his absence, the Chief Fire Administrator of the COUNTY, or his respective duly authorized representative.

SECTION 4. RESPONSE TO REQUEST FOR ASSISTANCE OUTSIDE THE PRE-DETERMINED AUTOMATIC MUTUAL RESPONSE AREAS. The following conditions apply to the provisions of assistance outside of pre-determined automatic mutual response areas:

(a) Equipment shall be dispatched only as requested; provided, however, that the amount of equipment and personnel dispatched shall be at the discretion of the assisting agency consistent with public safety within the area served and the aims and purpose of this Agreement.

(b) Should the responding agency be involved in an emergency operation at the time of receiving the request for assistance, the response may be delayed until such time as the responding agency may make an additional commitment.

(c) In the event that the responding agency becomes aware of an emergency within their area of primary responsibility, the responding agency may, upon coordination with the ranking Commanding Officer, recall whatever equipment and personnel as may be needed.

SECTION 5. RESPONSE TO CALLS WITHIN THE AUTOMATIC MUTUAL RESPONSE AREAS. In lieu of specific requests for assistance, both the CITY and the COUNTY may respond to incidents in the "first alarm response zones" to the mutual benefit of both governmental agencies. Said areas of first alarm response shall be determined by the Fire Chief for the CITY and Chief Fire Administrator for the COUNTY.

SECTION 6. OFFICER-IN-CHARGE.

(a) The responding party shall be subject to the orders and directions of the Officer-in-Charge of the operation having responsibility in the area where the emergency exists while the responding party is within such area.

(b) If the first due unit is outside its normal area of responsibility, the Officer-in-Charge of the first due unit shall take command of the situation until relieved by the authority having jurisdiction.

SECTION 7. DUTIES AND LEVEL OF SERVICE.

(a) No department, officer, or employee of either party to this Agreement shall perform any function or service not within the scope of the duties of such department, officer, or employee in performing the same kind of services within their respective jurisdiction.

(b) Rendition of service, standards of performance, discipline of officers and employees, and other matters incident to performance of services and control of personnel shall remain with the COUNTY or CITY, respectively.

(c) Disputes or disagreements as to the level of services and standards of performance required of either party shall be reported to the Fire Chief of the CITY or the Chief Fire Administrator of the COUNTY, respectively.

(d) The decision of the Fire Chief of the CITY shall be final and conclusive as to the level of services or standards of performance by the CITY.

(e) The decision of the Chief Fire Administrator of the COUNTY shall be final and conclusive as to the level of services or standards of performance by the COUNTY.

SECTION 8. EMPLOYEE STATUS. Persons employed by the COUNTY or CITY, respectively, in the performance of services and functions pursuant to this Agreement shall have no claim to pension, worker's compe· , tion, unemployment compensation, civil service or other employee rights or privileges, granted by operation of law or otherwise by the COUNTY or CITY, respectively, to its officers and employees.

SECTION 9. LIABILITIES AND RESPONSIBILITY OF PARTIES.

(a) The parties hereto, their respective officers and employees, shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party.

(b) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or employees of other party when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties extra-territorially pursuant to this Agreement.

(c) Except as herein otherwise provided, all liability for injury to personnel, and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment, and all parties shall carry sufficient insurance to cover all such liabilities.

(d) The cost of gasoline and other expendable supplies shall be borne by the party incurring them.

(e) All compensation for personnel shall be borne by the party employing such personnel.

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

(f) After emergency calls have been received and dispatched for the CITY by the COUNTY Communications Center, it shall be the responsibility of the CITY to respond to the alarm and the COUNTY shall not be held liable for actions involving the CITY.

SECTION 10. TERM OF CONTRACT. The term of this Agreement shall begin on January 15, 1990, and shall remain in effect for a minimum of five (5) years. Said Agreement shall continue beyond five (5) years until terminated by mutual agreement of both parties; provided, however, that either party may terminate said Agreement by giving at least thirty (30) days written notice to the other party. In the event the CITY elects not to continue this Agreement beyond the five (5) year period they shall surrender use of the COUNTY's 800 MHz "Smartnet" radio system. All CITY fire department communications equipment furnished by the COUNTY shall be returned to the COUNTY and all fixed base equipment added to the COUNTY's system shall remain the property of the COUNTY. All mobile, portable, paging and radio console communications equipment purchased by the CITY shall remain the property of the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers on this 26th day of September, 1989.

ATTEST:

Janet R. Donahoe
JANET R. DONAHOE, City Clerk

(SEAL)

CITY OF SANFORD

By: Bettye D. Smith
BETTYE D. SMITH, Mayor

Date: 8-29-89

ATTEST:

Mary Scott, D.C.
MARYANNE MORSE
Clerk to the Board of County Commissioners of Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Robert J. Sturm
Robert J. Sturm, Vice Chairman

Date: 9-20-89

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

County Attorney

As authorized for execution by the Board of County Commissioners at their Sept. 19, 1989, regular meeting.

RAH/gg
072489
072889

C

URBAN SERVICE AREA AND UTILITY SERVICE AREA ESTABLISHMENT

This Agreement is made and entered into this 18th day of October, 1990 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 "County"; and the City of Sanford, a Florida municipal corporation, whose address is P.O. Box 1778, Sanford, Florida 32772, hereinafter referred to as "Sanford".

W I T N E S S E T H:

WHEREAS, on 12th day of June, 1989 the Board of County Commissioners and the Sanford City Commission, meeting in Joint Worksession, agreed to a number of considerations affecting both Sanford and County, including Transportation Impact Fees, first response fire service, establishment of a City of Sanford Urban Service Area, County agreement with future annexation limits for Sanford, and water and wastewater service area boundaries for the County and Sanford in the Sanford Urban Area; and

WHEREAS, water and wastewater service boundaries require more specific definition; and

WHEREAS, it is in the interest of both County and Sanford to define utility service areas to facilitate long range planning and achieve best economy of utility system development; and

WHEREAS, it is desirable to create a procedure for providing for interim utility service to properties within one utility provider's service area, but which may be more expeditiously initially served by the other utility provider.

WHEREAS, County purchased a private utility company known as Lake Monroe Utilities and a portion of the Utility's certified area lies within the utility service area contemplated within this Agreement;

WHEREAS, Sanford and County have agreed that Sanford shall reimburse County for pro rata share of the purchase price County incurred in the acquisition of Lake Monroe Utilities based upon the

BK 6416 633

Service Area addressed within this Agreement.

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements and promises contained herein, the parties do hereby covenant and agree as follows:

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

SECTION 2. DEFINITIONS. Parties agree that in construing this agreement the following words, phrases and terms shall have the following meanings unless the context indicates otherwise:

2.1 "AGREEMENT" means this Utility Service Area Establishment agreement as it may from time to time be modified.

2.2 "COLLECTION FACILITIES" means those facilities located within the Sanford Utility Service Area, operated and maintained by Sanford and used to collect wastewater and transmit it to County's transmission and treatment facilities located outside of the Sanford Wastewater Service Area as depicted on Exhibit C.

2.3 "COUNTY WASTEWATER SYSTEM" means those transmission facilities and County plant from which Sanford is receiving wastewater service capacity on a wholesale basis, and which are operated and maintained by the County.

2.4 "COUNTY WATER SYSTEM" means those transmission facilities and County plant from which Sanford is receiving water service capacity on a wholesale basis, and which are operated and maintained by County.

2.5 "DISTRIBUTION FACILITIES" means those facilities operated and maintained by Sanford to receive potable water from County's transmission facilities at point(s) of connection along the water service area boundaries as depicted on Exhibit B.

2.6 "GPD" means gallons per day on an average annual basis.

2.7 "POINT OF CONNECTION" is the location(s) where Sanford Distribution or Collection Facilities connect to County Water Transmission Facilities or Wastewater Transmission Facilities.

2.8 "SANFORD WATER UTILITY SERVICE AREA" shall be that area depicted on Exhibits A and B wherein properties shall be ultimately

provided retail water service by City of Sanford in accordance with the terms of this Agreement. County shall have the rights to provide retail water service to all surrounding properties not included in the City Water Utility Service Area.

2.9 "SANFORD WASTEWATER UTILITY SERVICE AREA" shall be that area as shown on Exhibits A and C where in properties will be ultimately provided retail wastewater service by Sanford in accordance with the terms of this agreement. County shall have the right to provide retail wastewater service to all surrounding properties not included in the Sanford Wastewater Utility Service Area.

2.10 "SANFORD UTILITY SERVICE AREA" includes the presently incorporated area of City of Sanford and those portions of presently unincorporated Seminole County surrounding Sanford as depicted on Exhibit A, as further detailed in Exhibits B and C. In cases of apparent conflict between Exhibit A and Exhibits B or C, Exhibit B or C shall prevail.

2.11 "WATER SERVICE CAPACITY" means the rate of potable water flow measured in GPD which Sanford wishes to buy from the County and which County agrees to produce from its water system.

2.12 "WASTEWATER SERVICE CAPACITY" means the amount of wastewater flow measured in GPD, which Sanford wishes to buy from County and which County agrees to accept at its wastewater system in accordance with the terms of this agreement.

2.13 "WASTEWATER TRANSMISSION FACILITIES" means those lines, pipes, lift stations, meters and appurtenant equipment used by County to transmit wastewater from the Sanford collection facilities to the head works of the County plant.

2.14 "WATER TRANSMISSION FACILITIES" means those lines, pipes, water mains, meters and appurtenant equipment used by County to transmit potable water from the County plant to the point(s) of connection with the Sanford distribution facilities. These point(s) of connection will be located at the water service area boundaries as shown on Exhibit B.

<u>SECTION 3.</u> <u>PURPOSE.</u> The purpose of this Agreement is to

establish water and wastewater utility service areas that are planned to be ultimately served by Sanford. This Agreement also provides for interim wholesale utility service to Sanford by County for those areas where County can more expeditiously meet near term requests for utility service for property which is located within the designated Sanford Water or Wastewater Utility Service Area. Under this Agreement, County shall sell wholesale water service capacity and/or wastewater service capacity to Sanford for those properties located within the Sanford Utility Service Area; and Sanford shall purchase and receive from County, wholesale water and/or wastewater service capacity for interim service for these properties. Sanford shall, in turn, serve utility customers in its utility service areas on a retail basis.

SECTION 4. TERM. This Agreement shall be effective when executed by all parties hereto. Those parts of the Agreement relative to wholesale utility sales/service shall continue in full force and effect for five (5) years, unless extended by mutual agreement of both parties to this Agreement. Those parts of the Agreement relative to Utility Service Area establishment shall not be affected by the five (5) year term established for utility wholesale sales and shall continue in full force and effect indefinitely, except as provided for elsewhere in this Agreement. Within said five (5) year period, Sanford shall have the option to undertake construction of its own water transmission facilities and wastewater collection facilities to serve those customers initially being served by the County on a wholesale basis, pursuant to this Agreement. At the completion of the five (5) year term, should it be determined that Sanford is unable to assume direct retail service to said customers, customers shall become direct customers of the County. Any future customers requesting service who would be served from lines acquired by the County in accordance with Sections 6.1 and 6.2 shall also become retail customers of the County. Notwithstanding the foregoing, the parties agree that Sanford, at its sole option, may terminate the Utility Wholesale sales part of this Agreement without cause by giving not less than

60 days written notice of its election to do so, to the County.

SECTION 5. REIMBURSEMENT FOR LAKE MONROE SERVICE AREA. Sanford and the County acknowledge that the Lake Monroe Utilities Service Area consists of 1614 acres. The proposed Sanford Water Service Area includes 308 of those acres, the proposed Sanford Wastewater Service Area includes 201 of those acres. Sanford further agrees to pay to the County the sum of One Hundred Eighty-Five Thousand, Seven Hundred Twenty Dollars ($185,720) within 45 days of execution of this Agreement. Said sum shall be a reimbursement to the County for the cost of those portions of the Lake Monroe Utility Service Area now being conveyed by the County to Sanford by this Agreement. Further, said sum is calculated as detailed in Exhibit D of this Agreement. Should any of the service area hereby acquired by Sanford, ultimately return to Seminole County in accordance with other sections of this Agreement, Sanford shall receive an appropriate refund based on acreage returned to County and the calculation used in this Section.

SECTION 6. WATER AND WASTEWATER SERVICE CAPACITY.

6.1 Provision of Water Service Capacity. It is the intent of the parties that Sanford will have the ability and shall assume full water service for all customers included within the Sanford Water Utility Service Area. Initially, retail water service may be through wholesale purchase of water capacity from County, under this Agreement. Should Sanford be unable to assume direct water service for retail customers within the Sanford Water Utility Service Area, not involving wholesale procurement from County within a five (5) year period, County shall become the retail water service provider for those retail customers. If, at the end of the specified five year period, Sanford is not yet directly serving all such customers, but has a FDER construction permit and is actively constructing, or has a binding contract for construction of necessary facilities to provide direct service, an additional six (6) months shall be allowed for facility completion and commencement of direct service. If Sanford does not assume said direct water service, applicable water impact fees collected during

the term of this Agreement shall be remitted to County and associated distribution lines and appurtenant facilities shall be deeded to the County by Sanford at no cost to the County. Said remittance of impact fees and dedication of lines shall occur within 45 days from the expiration of the Utility Sales portion of this Agreement.

6.2 Provision of Wastewater Service capacity. It is the intent of the parties that Sanford will have the ability and shall assume full wastewater service for all customers included in the Sanford Wastewater Utility Service Area. Initially, retail wastewater service may be through wholesale purchase of wastewater capacity from County, under this Agreement. Should Sanford be unable to assume direct wastewater service for retail customers within the Sanford Wastewater Utility Service area, not involving wholesale procurement from County within a five (5) year period, County shall become the retail wastewater service provider for those retail customers. If at the end of the specified five year period, Sanford is not yet directly serving all such customers, but has a FDER construction permit and is actively constructing, or has a binding contract for construction of necessary facilities to provide direct service, an additional six (6) months shall be allowed for completion and commencement of direct service. If Sanford does not assume such direct wastewater service, applicable wastewater impact fees collected during the term of this Agreement shall be remitted to County and associated collection lines and appurtenant features shall be deeded to the County by Sanford at no cost to the County. Said remittance of impact fees and dedication of lines and equipment shall occur within forth-five (45) days from the expiration of this Agreement.

6.3 RESERVATION OF CAPACITY. The County intends to reserve both water and wastewater capacity for Sanford for proposed development of those properties within Exhibits B and C, respectively. Therefore, should Sanford be unable to meet its obligation to provide direct retail service for either water or wastewater service, both the wholesale water and wholesale

BK 1654PG 1638

wastewater parts of this Agreement shall be considered in default.

6.4 CONNECTION TO TRANSMISSION FACILITIES. Sanford, its successors or assigns, shall connect or cause to be connected, the water distribution facilities to the water transmission facilities at the point(s) of connection established on Exhibit B in the case of water service, and shall connect or cause to be connected, the collection system to the County Wastewater Transmission facilities at point(s) of connection to be identified as Exhibit C in the case of wastewater service. Operation, maintenance and replacement of all pipes, fittings, valves and appurtenances including the transmission facilities up to the point of connection into the County distribution/transmission systems and water/wastewater plant providing capacity shall be the responsibility of County. Operation, maintenance and replacement of the distribution/ collection system(s) and master water meters shall be the responsibility of Sanford.

6.5 IMPACT FEES. Prior to commencement of service and prior to issuance of any building permits, Sanford shall collect an impact fee established by Sanford for each unit to be served by the County water and/or wastewater transmission and treatment facilities. Said impact fee(s) collected shall be placed in an interest bearing escrow account. The escrow agent to receive and administer said escrow account shall be mutually agreed upon by County and Sanford.

The terms of the escrow shall be that if within five (5) years from the date of execution hereof, Sanford is able to assume direct service for any retail customers initially served hereunder, said fees for those new connections shall be released from escrow to Sanford, except that 3.33% of the escrow, plus accrued interest, shall be released to County for each calendar year and prorated for any portion thereof that wholesale water and/or wastewater service was provided for that property under this Agreement. Release of impact fees to Sanford shall be based upon Sanford's demonstration that construction of a water/wastewater transmission facility(s) which shall result in provision of service by Sanford to retail

BK 1 64 PG 1 639

customers contemplated and being served under this Agreement has occurred. Such demonstration shall include an approved Department of Environmental Regulation permit for construction of said system(s), executed contracts for the construction of the system and any necessary disconnection from County transmission facilities within six (6) months. The County acknowledges that Sanford may not utilize a contractor for said work and may utilize City forces or developer commitments for said construction; in such cases an executed contract will not be required and identified sources of funds adequate to pay the cost of the system. Upon commencement of construction, escrowed funds shall be released as costs of construction are incurred. Draws against the escrow shall be no more frequent than monthly and must include copies of corresponding contractor's invoices together with certification of Sanford's consulting engineers that work covered by the invoices has been performed in accordance with all requirements. In any case, upon completion of construction and provision of direct services by Sanford to certain customers pursuant to this Agreement, the balance of escrow for those customers less fees previously paid or due to County, as addressed above, shall be paid to Sanford. Should it be determined that at the end of five (5) years or as further specified in Sections 6.1 and 6.2 that Sanford is unable to service directly any retail customers served under this Agreement, said fees together with all accrued interest, less escrow fees, shall be paid to County.

Sanford shall be solely responsible for collection of required impact fees, service deposits, connection costs and tap fees, and for monthly billing and their distribution as set forth in the Agreement. Customers provided retail water and/or wastewater service under this Agreement shall be retail customers of Sanford.

6.6 METERING

(a) Sanford shall furnish and install or cause to be furnished and installed, master water metering equipment for each point of connection under this Agreement as depicted in Exhibit B. This metering equipment shall be considered to meter all water

BK 1647 PG 1640

flowing from the County transmission facilities to the distribution facilities. The metering equipment shall remain the property of Sanford, and Sanford shall be responsible for the operation and maintenance, and replacement. County shall have the right to review and approve the type of meter and meter installation in each case. County approval shall not be unreasonably withheld. County shall also have the right to read the meter(s) and the right of access thereto for billing purposes.

(b) The metering equipment shall be of standard make and type, installed in a readily accessible location and shall record flow with an error not to exceed plus or minus five-percent (5%) of full scale reading, suitable for billing purposes. Sanford shall test the meters for accuracy at regular intervals consistent with testing within the remainder of the Sanford Water Utility Service Area. Sanford shall provide County with test results. If either party desires more frequent meter checks, work shall be at that party's expense. Results shall be provided to the other party in adjustments of charge if any shall be specified. Bills shall be adjusted for meter error in excess of 5% of full scale readings. In calculating such billing adjustments, it will be assumed that the meter in accuracy existed for one-half of the entire time interval between meter accuracy checks by either party. The billing adjustment shall be made at the same rate established in accordance with Section 6.8 hereof but the volume used in the billing calculation shall be adjusted as described herein. Either party may test the meter more frequently at his expense. If errors are found, adjustments shall be made as specified above.

(c) Applicable charges for wastewater shall be based on the total amount of metered water consumption for all master meters served under this Agreement. Charges for wastewater service shall be calculated as follows:

Total wastewater flow =

$$\text{Total metered Water consumption} \quad \frac{300 \text{ gpd/sewer ERC}}{350 \text{ gpd/water ERC}} \quad \frac{\text{\# of permitted sewer ERC's}}{\text{\# of permitted water ERC's}}$$

In order to reasonably account for potable water used for irrigation and therefore not resulting in wastewater flow, Sanford

BK 1641 PG 1641

may accumulate monthly data showing dedicated irrigation meter consumption and billings, and in the case of single family dwellings, capped monthly sewer charges (12,000 gallons per month) where the retail water charge/consumption exceeds the sewer charge cap. This data shall be utilized to determine an appropriate wastewater credit based on the prior month's wastewater charge. The credit shall be the product of the current County wastewater treatment charge and the number of thousands of gallons shown by Sanford retail billing data to have passed through retail irrigation meters or, in the case of single family residences, monthly retail water consumption that exceeded the 12,000 gallons per month sewer service charge cap.

It shall be the responsibility of County to perform the wholesale charge calculation each month and to bill Sanford for wastewater service based upon such calculation. Calculation of any credit for irrigation use of water shall be the responsibility of Sanford. The County and Sanford reserve the right to review the data used in these calculations at any time, upon request.

6.7 SERVICE STANDARDS. The parties hereto do mutually agree that after connection of distribution facilities to the transmission facilities as provided herein, County will continuously provide at point(s) of connection, at its cost and expense, but in accordance with other provisions of this Agreement, water service and/or sewer service capacity sufficient to meet the peak average daily domestic wastewater treatment, and water service demand plus fire flow, in a manner to conform with all applicable governmental requirements. Upon connection of the distribution facilities to the transmission facilities, any customers that have or will connect to the distribution facilities shall be customers of Sanford and shall pay Sanford's rates, impact fees, connection charges and deposits for water and/or wastewater service.

6.8 WHOLESALE WATER AND WASTEWATER USER CHARGES.

(a) THE WHOLESALE WATER USER CHARGES. County agrees to provide potable water for use by Sanford in accordance with the terms and conditions of this Agreement at a wholesale charge of

$0.67 per thousand gallons of potable water. The charge shall be adjusted from time to time by the County based on increased cost. This charge shall at all times be the minimum charge made by County to any other wholesale purchaser of water service within the County. The adjusted charge shall become effective on approval of the Board of County Commissioners of Seminole County, Florida and Sanford shall thereafter pay said charge as adjusted. County agrees to bill Sanford monthly for water which passes through the master meter(s) monthly for properties served under this Agreement. Sanford agrees to provide consumption data on a monthly basis to facilitate wholesale billing and to pay County for all potable water consumption which passes through the master meters at the above mentioned rate, and agrees to make payments to County within 30 days from the date of County's bill. The City and County agree to negotiate in good faith to determine billable quantities of water in case of distribution system breaks or leaks within the City Water Utility Service Area. In recognition of joint benefit for fire fighting within the incorporated and unincorporated portions of the Water Utilities Service Area, and the First Response Agreement, Sanford and the County agree to negotiate equitable billing adjustments for water and related wastewater charges in cases of significant fire flow requirements.

(b) WHOLESALE WASTEWATER USER CHARGES. County agrees to provide transmission, treatment and disposal of Sanford's wastewater in accordance with the terms and conditions for a charge of $1.82 per thousand gallons of retail wastewater treatment billed. The charge shall be adjusted from time to time by the County based on increased costs. The wholesale wastewater charge under this Agreement shall not exceed the lowest wholesale charge to any other wholesale customer by the County. The adjusted charge shall become effected on the approval of the Board of County Commissioners of Seminole County, Florida and Sanford shall thereafter pay said charge as adjusted. The County agrees to bill Sanford monthly based on the total number of gallons of potable water billed in accordance with Section 6.6 (c) of this Agreement.

BK 1643 PG 1643

Sanford agrees to pay for all wastewater transmitted from the collection facilities, thusly determined, at the above mentioned rate and agrees to make payment to County within 30 days from the date of County's bill. Any applicable wastewater charge credits for the previous month, as addressed in Section 6.6 (c) shall be deducted from the bill.

SECTION 7. CHANGE OF RATES. In event County, during the term of this Agreement, shall propose any new rate schedule or amended rate schedule applicable to wholesale service furnished, County shall forward a copy of such rate schedule or amended rate schedule prior to the effective date thereof, and substitute such rate schedule or amended rate schedule for the rate schedule then in effect hereunder for such wholesale service, commencing with the next billing period after the effective date.

SECTION 8. USE OF RIGHT-OF-WAY. Water transmission lines and wastewater collection and transmission lines are frequently installed in street/road rights-of-way (ROW) owned by County or Sanford. County and Sanford agree to cooperate in permitting the installation and maintenance of water and wastewater lines of the other party, within owned rights-of-way. Such permitting and fees shall be in accordance with established procedures. Approval shall not be unreasonably delayed or withheld.

SECTION 9. DEFAULT. Any party to this Agreement, in the event of or act of default by the other(s), shall have all remedies available to it under the laws of the State of Florida including, but not limited to, injunction to prevent default or specific performance to enforce this Agreement. Each party agrees to pay all reasonable costs and attorney fees for the other parties not in default, provided that such costs and attorney fees are payable under this Section only if suit is filed that results in an adjudicated default. The rights of parties shall be considered accumulative and shall not be waived now or in the future by the exercise of any rights or remedies provided under the terms of this Agreement and authorized by law.

SECTION 10. NOTICES. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed delivered when (a) hand delivered to the official hereinafter designated, or (b) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

SANFORD	City Manager City of Sanford Post Office Box 1778 Sanford, Florida 32772
With a copy to:	Director of Engineering and Planning and City Attorney
COUNTY	Seminole County Director of Environmental Services Post Office Box 2469 Sanford, Florida 32771
With a copy to:	Seminole County Attorney Seminole County Services Bldg. 1101 East First Street Sanford, Florida 32771

SECTION 11. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 12. TIME OF THE ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 13. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

SECTION 14. CONDITION PRECEDENT. The County and Sanford propose to enter into this Agreement which provides for two types

BK 1646 PG 1645

of service: Wholesale Water Service and Wholesale Wastewater Service. Provision and obtaining of either of these services is contingent upon providing and/or obtaining the other, as applicable. Failure to provide either of the utility services constitutes default of this Agreement, however, this failure shall in no way abrogate the Agreement with regard to Urban Service Area and future annexation area boundaries as depicted on Exhibit A. This instrument supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

IN WITNESS HEREOF, the parties have hereunder executed this Agreement on the date and year first above written.

ATTEST:

MaryAnne Morse
Clerk of Board of County Commissioners of Seminole County, Florida

For use and reliance of Seminole County only. Approved as to form and legal sufficiency.

10/16/90
County Attorney

BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA

Sandra S. Glenn, Chairman

Date: OCT 18 1990

As authorized for execution by the Board of County Commissioners at their 10-9-90 regular meeting.

ATTEST:

For the use and reliance of City of Sanford only. Approved as to form and legal sufficiency.

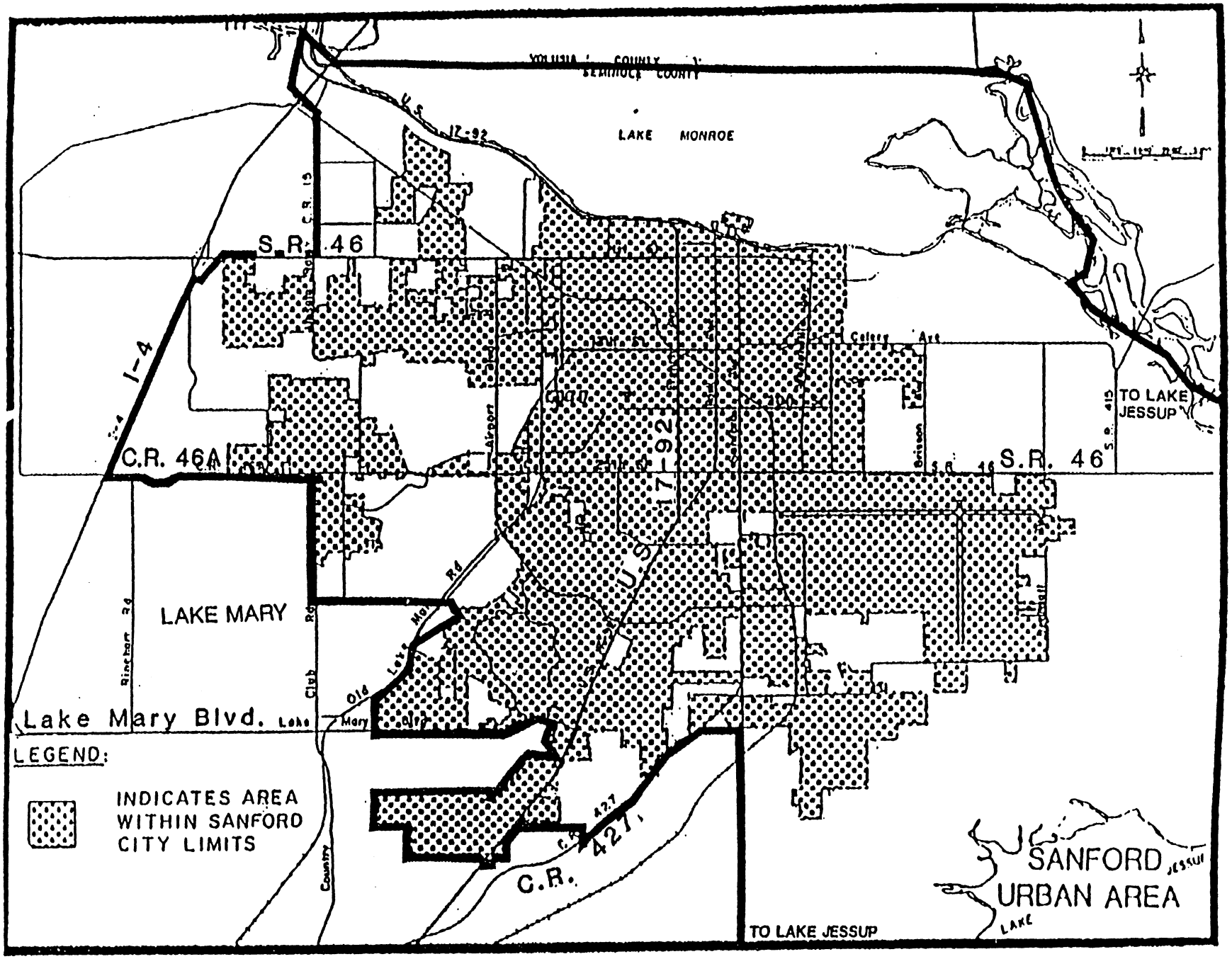
City Attorney

CITY OF SANFORD

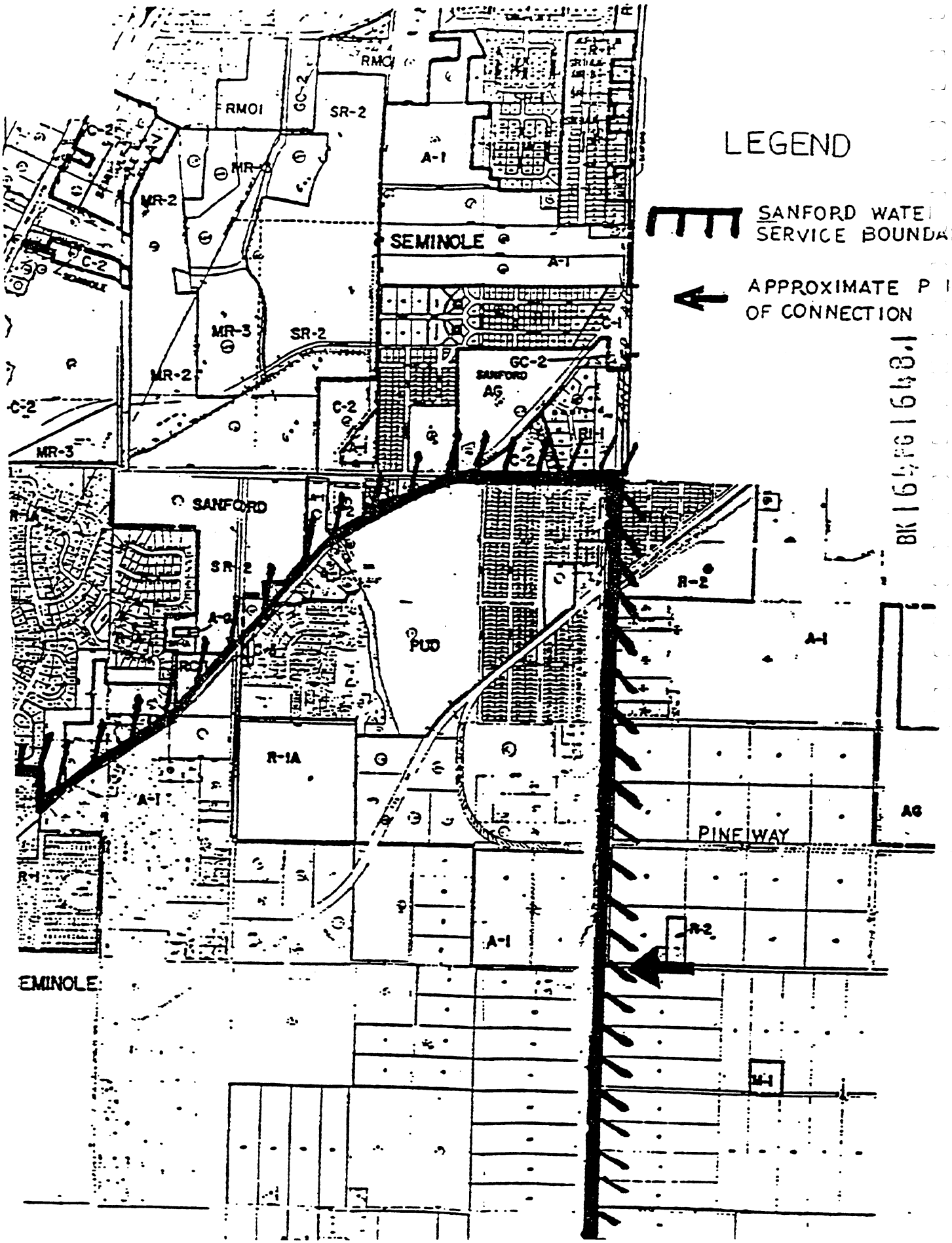
By:

Date: October 8, 1990

SANFORD UTILITY SERVICE AREA



BK 164 PG 1647

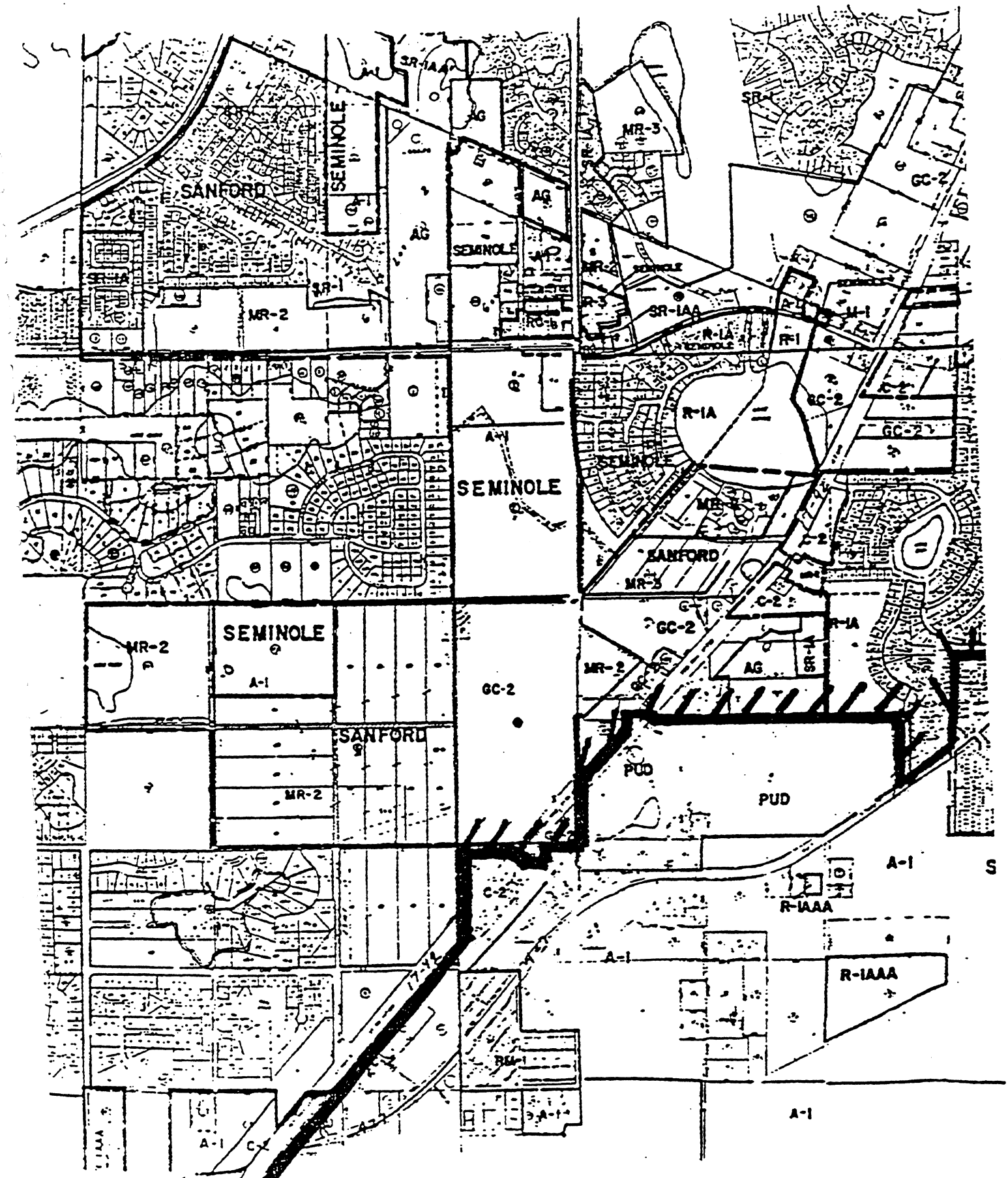


BK 164 PG 1648.1

BK 164 PG. 1648

EXHIBIT B-1

SANFORD WATER SERVICE AREA
SOUTHEAST SECTION



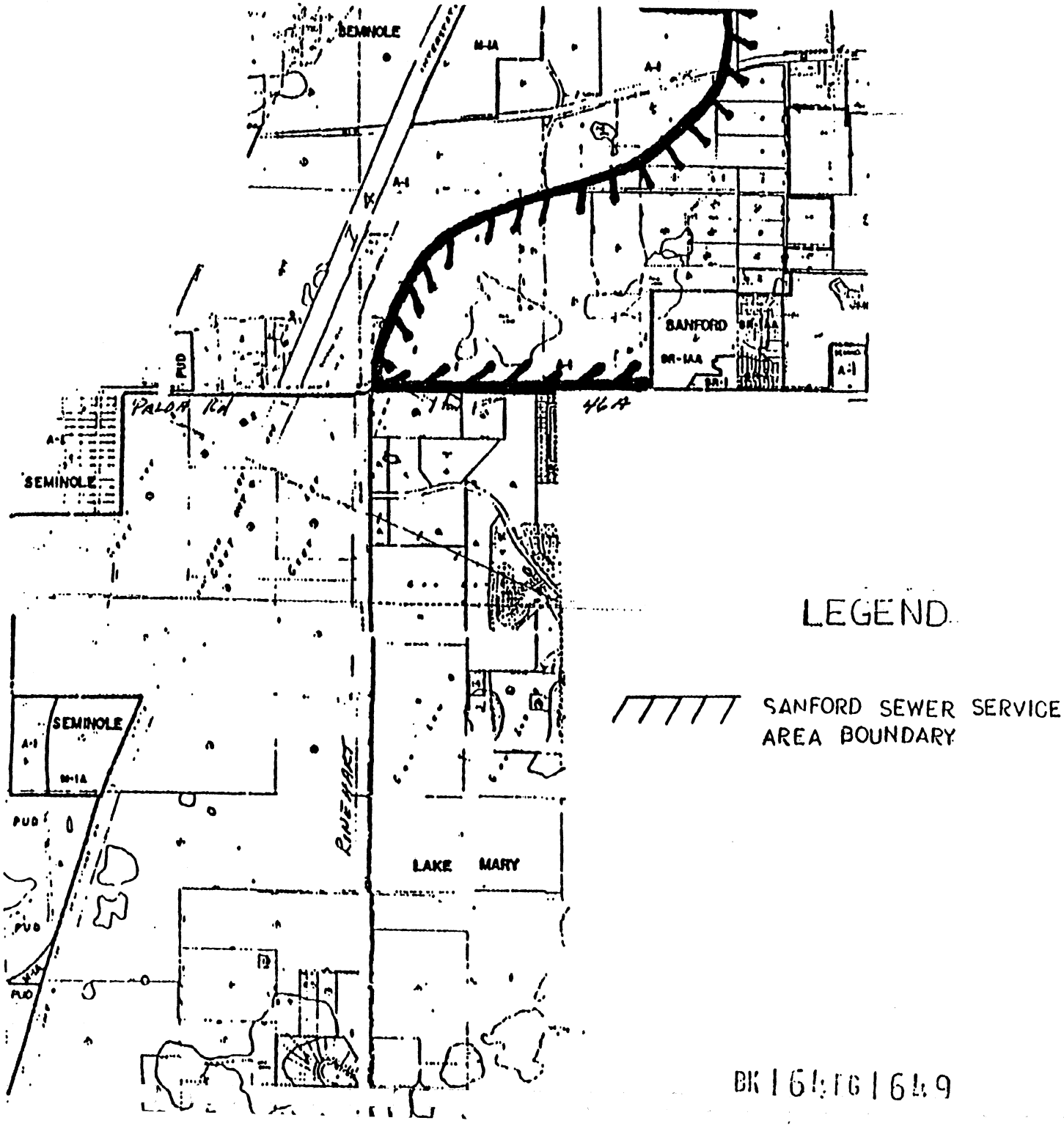
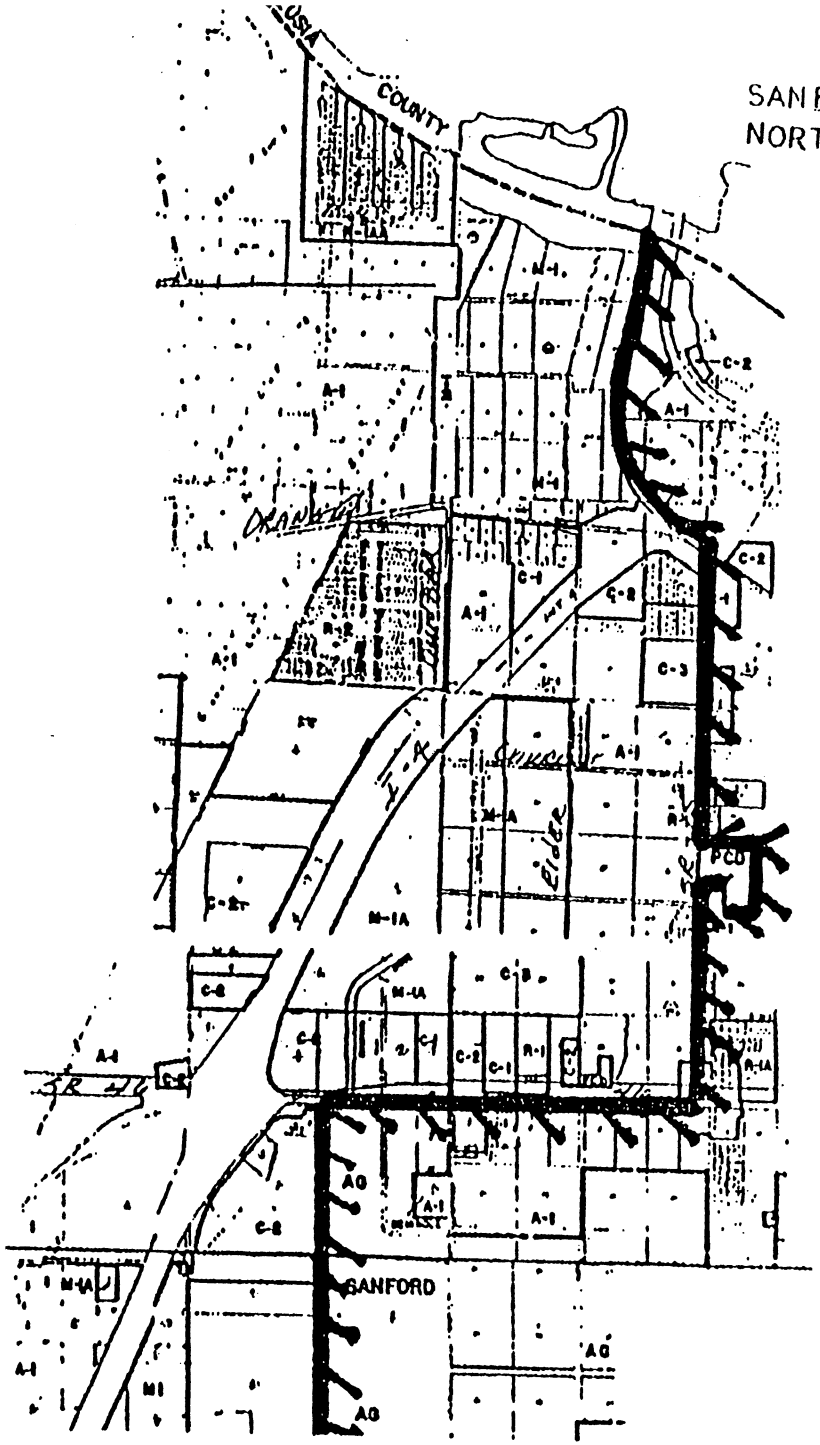

SEMINOLE
SANFORD
SEMINOLE
SEMINOLE
LAKE MARY
PUD
PUD
PUD
PALOA Rd
46A
LEGEND
SANFORD SEWER SERVICE AREA BOUNDARY

EXHIBIT C-2

SANFORD WASTE WATER SERVICE AF
NORTHWEST SECTION

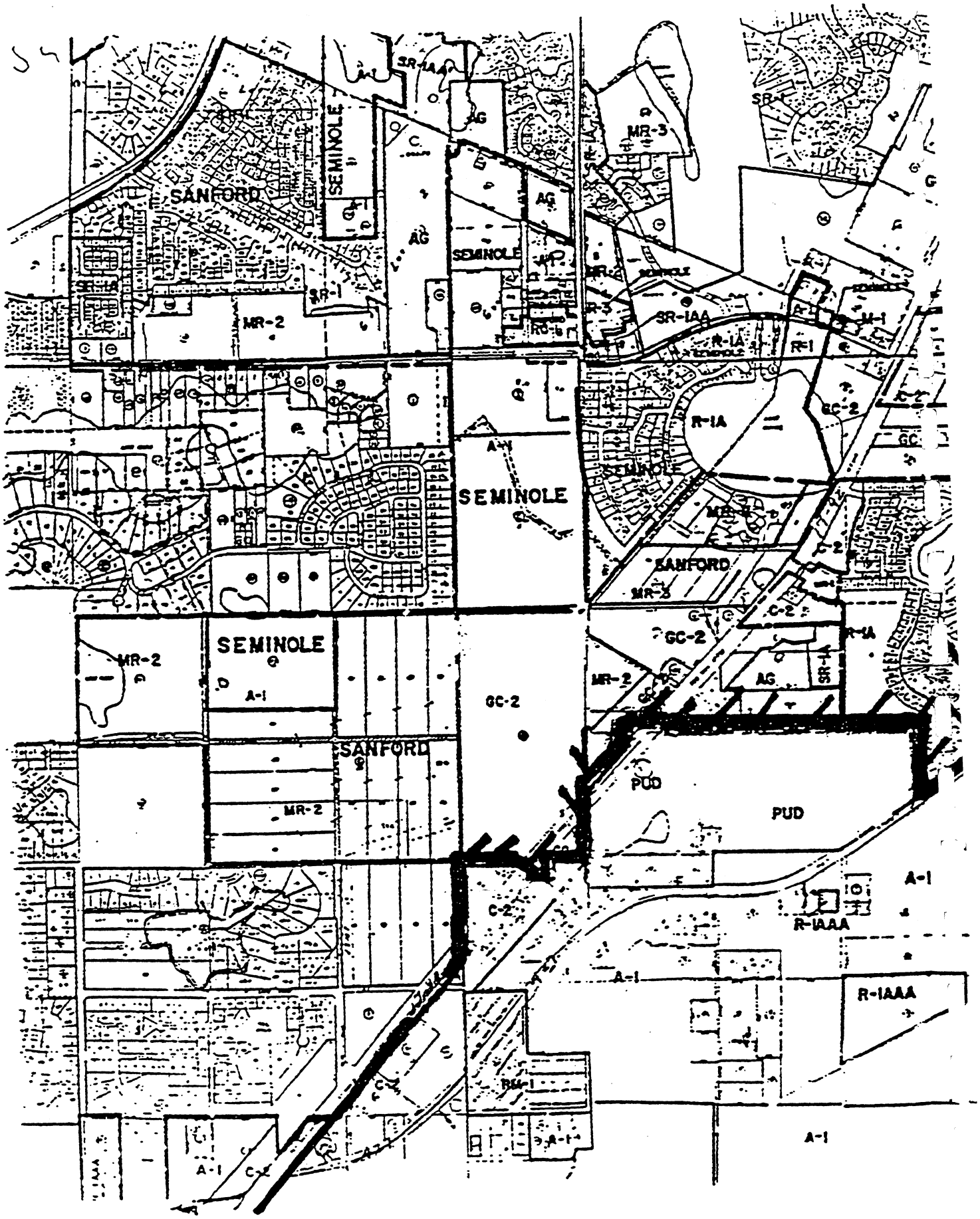


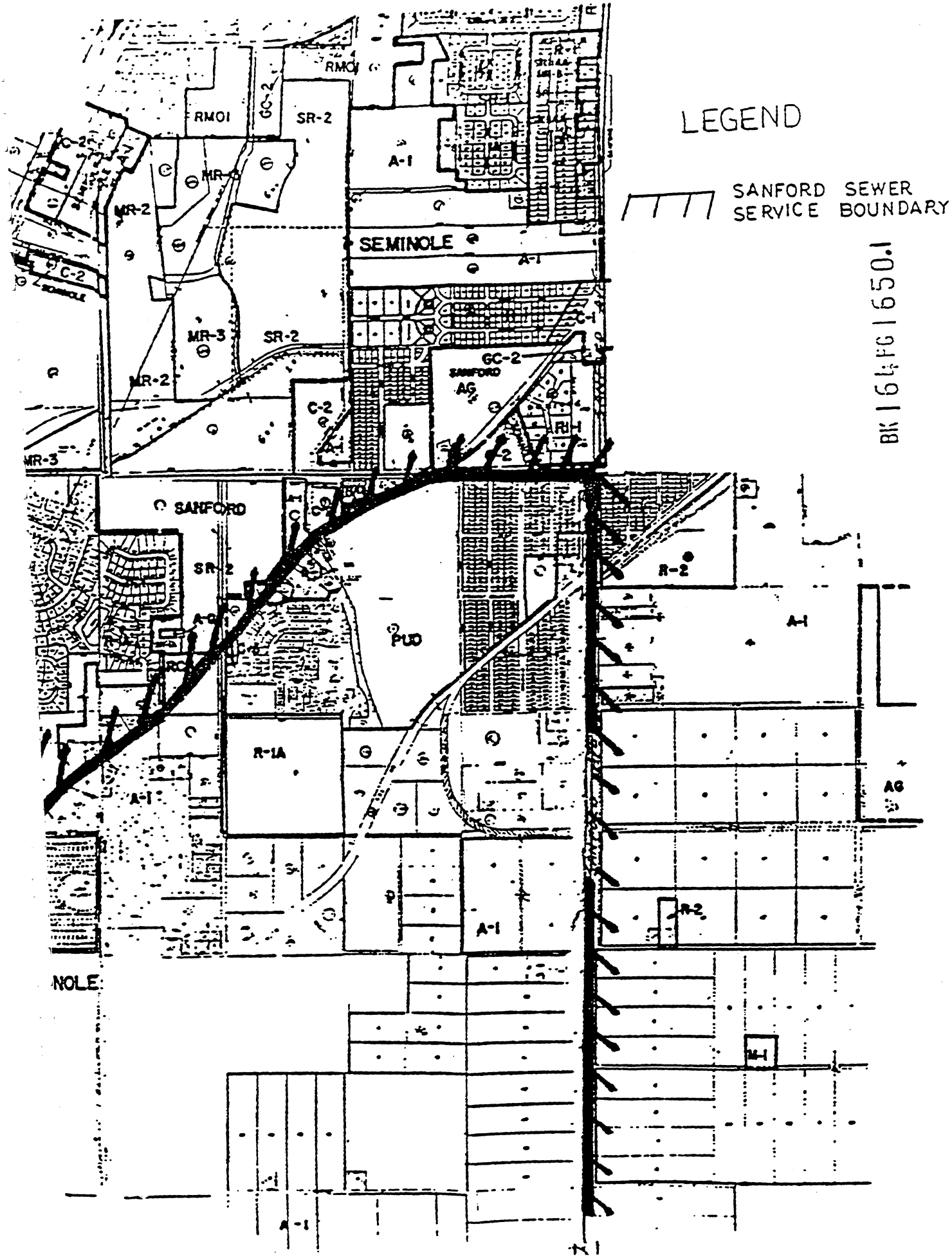
BK 104 PG 1044.1

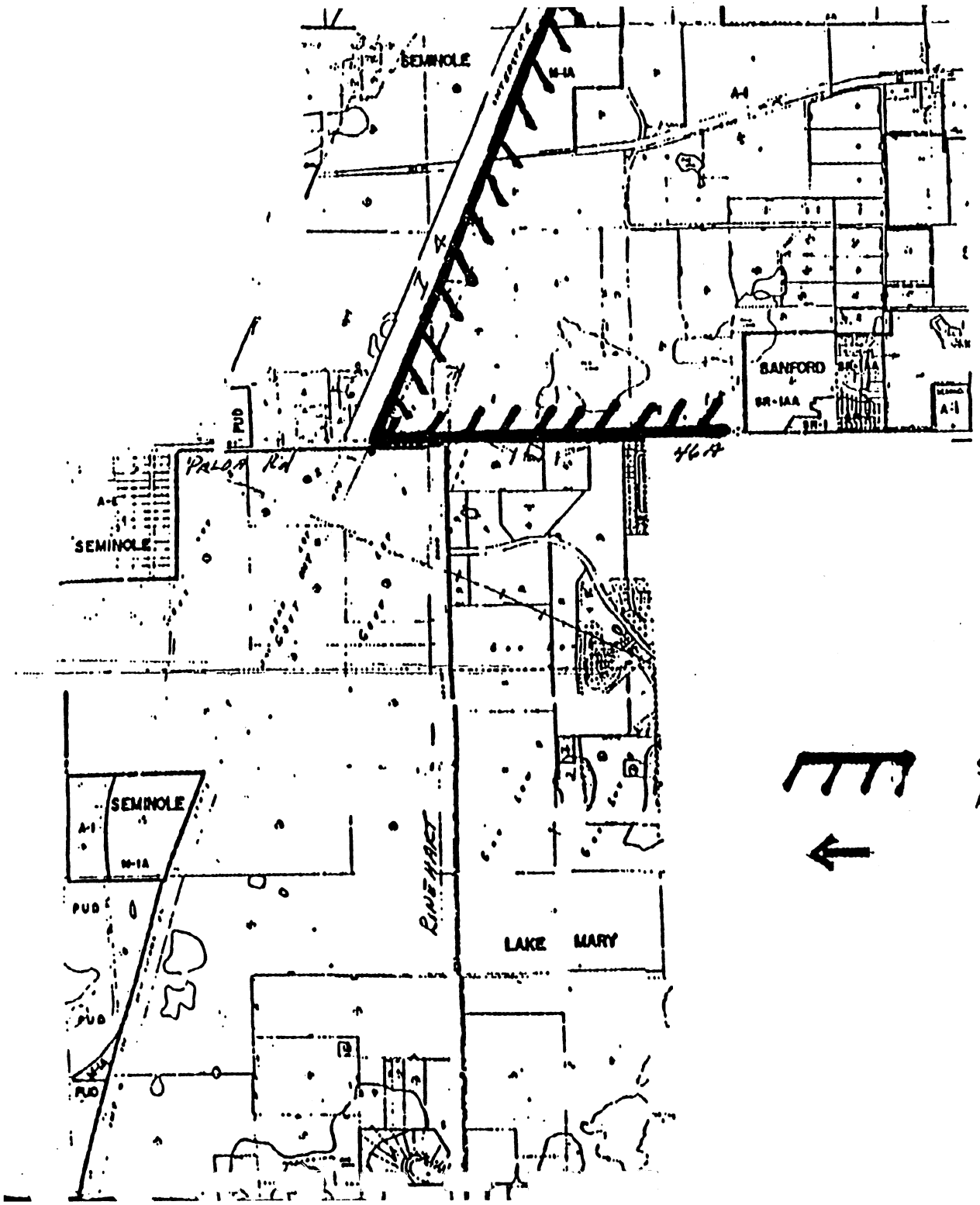
BK 104 PG. 1020

EXHIBIT C-1

SANFORD WASTE WATER SERVICE AREA
SOUTHEAST SECTION




LEGEND
SANFORD SEWER SERVICE BOUNDARY
BK 164 FG 1650.1
RMOI
GC-2
SR-2
A-1
MR-2
MR-3
SEMINOLE
C-2
C-1
GC-2
SANFORD
AG
C-2
MR-3
SANFORD
SR-2
PUD
R-2
A-1
R-1A
AG
A-1
R-2
NOLE
M-1
A-1



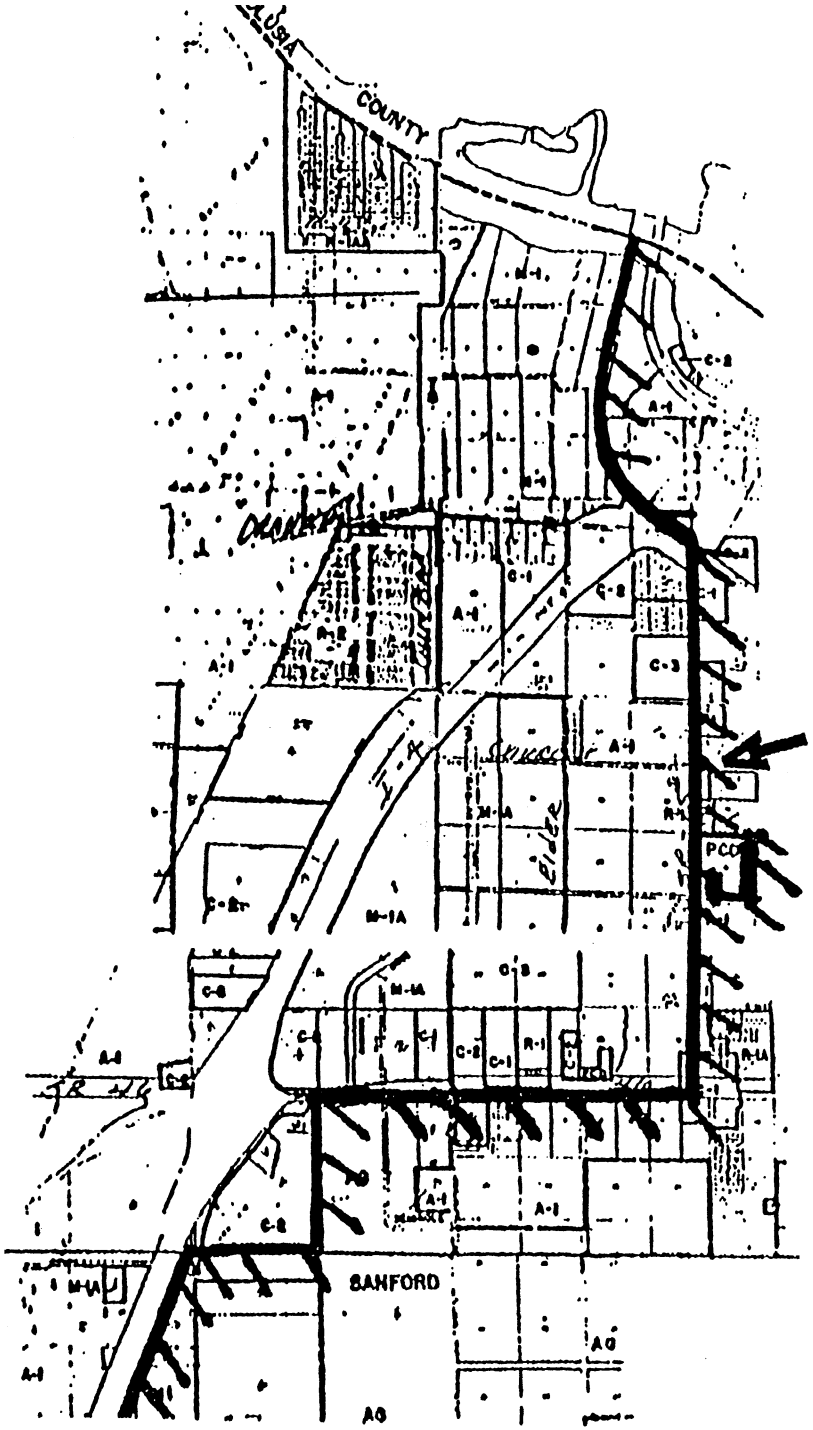
LEGEND

SANFORD WATER SERVICE AREA BOUNDARY

APPROXIMATE POINT OF CONNECTION

EXHIBIT B-2

SANFORD WATER SERVICE AREA
NORTHWEST SECTION



RV 164 PG 1651.1

EXHIBIT D

LAKE MONROE UTILITIES ANALYSIS - SANFORD PORTION

I. Net cost of LMU service area

Purchase Price	$1,593,200
Less: Land value	100,000
Equipment	200,000
Net Purchase Price	$1,293,200

II. Per cent of total service area that Sanford wants to acquire.

A. Water portion 308 acres Sewer portion 201 acres

308/1614 = 19.08%

201/1614 = 12.45%

B. Percentage split of service area acquired by water and sewer. This is based on the relative value of connection fees on a per gallon basis.

Water c/f	$2.83 per gallon
Sewer c/f	7.00
	$9.83
Water	2.83/9.83 = 28.79%
Sewer	7.00/9.83 = 71.21%

Net purchase price $1,293,200 broken down into water and sewer portions

Portion applicable to water = 1,293,200 Adjusted for rounding
for entire service area 28.79
$ 372,305 $372,305 water

Portion applicable to sewer = 1,293,200
for entire service area 71.21%
$ 920,888 $920,895 sewer
$1,293,200

C. Calculation of cost of water service area to be acquired by Sanford

$372,305
19.08%
$ 71,036

Sewer Service Area $920,895
12.45%
$114,684

Total cost of service area to be acquired by Sanford w/o debt service

$ 71,036
114,684
$185,720

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into on the 15th day of August, 1989, between SEMINOLE COUNTY, a political subdivision of the State of Florida (hereafter the "County") and the CITY OF SANFORD, a Florida municipal corporation (hereafter the "City).

WITNESSETH:

WHEREAS, the COUNTY has adopted road impact fees which require growth to contribute its fair share of the cost of required transportation capital improvements to certain arterial and collector roads of the County designated under the terms of Chapter 13, Seminole County Land Development Code; and

WHEREAS, the Impact Fees provided for under Chapter 13, Seminole County Land Development Code, are imposed in all portions of Seminole County, both unincorporated and municipal areas; and

WHEREAS, the parties are desirous of establishing a uniform procedure for the collection of Impact Fees to assist the public in complying with the applicable building and zoning ordinances and procedures of both parties;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, receipt of which is hereby acknowledged by both parties, the parties hereby agree, stipulate and covenant as follows:

1. This Interlocal Agreement (hereafter the "Agreement") is entered into pursuant to the provisions of Section 163.01, Florida Statutes, and Section 13.34(c), (Payment), Seminole County Land Development Code. Terms and words used in this Agreement shall have the meanings set forth in Section 13.1, (Definitions), Seminole County Land Development Code, unless the content clearly otherwise requires.

2. The City hereby agrees to assist and cooperate with the County in collecting the Countywide Impact Fees and the Collector Road Impact Fee imposed within the boundaries of the City as follows:

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carolyn Cotter
DEPUTY CLERK 9-20-89

(a) The City shall require, as a condition to the issuance of a Building Permit:

(i) that if the Building Permit is for the construction of a Single Family Detached Home, an Impact Fee Statement prepared by the City be issued to the Applicant or Owner; or

(ii) that if the Building Permit is for the construction of any Road Impact Construction, other than Single Family Detached Home, the presentation of an Impact Fee Statement prepared by the County.

(b) The City shall collect, prior to the issuance of the Certificate of Occupancy, the Impact Fees imposed by the County for the proposed construction or alteration.

(c) All impact fees collected by the City during a calendar month shall be remitted, without interest, by the City, to the County prior to the 15th day of each month for such Impact Fees collected in the previous month.

3. Such collection method shall remain in effect during each annual renewal term as provided in paragraph 4 of this Agreement unless the City notifies the County in writing prior to the 1st day of August of the selection of an alternative collection Option for the next ensuing annual renewal period.

4. This Agreement shall be for an initial term from date of its execution through September 30, 1990. This initial term shall be automatically renewed for additional one-year terms commencing October 1 of each year and terminating September 30th of the succeeding year unless one party delivers a written notice of termination to the other party prior to August 1 of each year.

5. The City and the County shall each have the reciprocal right to review the records of the other as to the receipt, allocation and expenditure of Impact Fees, including records as to the issuance of Building Permits. All such inspections shall be made upon reasonable notice and at reasonable time and place.

6. The County shall provide written notice to the City of

each annual review being conducted pursuant to Section 13.40, (Review Requirement), Seminole County Land Development Code. Further, the City agrees that it will provide written notice to the County of any effort to enact a Transportation Impact Fee within the City or a review of the City's Transportation Impact Fees.

7. To reimburse the City for the costs incurred relating to the collection of the Impact Fees provided herein the City shall be allowed to retain three percent (3%) of each Impact Fee collected up to a maximum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) per Impact Fee. Both parties acknowledge that the amount retained is equal to the cost incurred relating to the collection of these fees, including any increase in bonding or surety costs from the handling of these additional monies.

8. Periodically during the term of this Agreement, the County shall provide written reports of the collection and expenditure of Impact Fees, including current balances maintained in the applicable Trust Accounts.

9. All notices and clarifications required under this Agreement shall be directed to the following offices:

For the County:

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

For the City:

Frank A. Faison, City Manager
P.O. Box 1778
Sanford, Fl. 32772-1778

10. The County agrees to hold the City harmless from all liability which may result from the performance of its obligations herein, done in accordance with the terms of this Agreement to the full extent authorized by law and within its statutory limitation. Nothing herein shall be construed as a general pledge of County revenues.

11. This Agreement shall be effective on September 1, 1989.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

JANET KY DONAHOE, City Clerk

(SEAL)

CITY OF SANFORD

By: BETTY D. SMITH, Mayor

Date: August 15, 1989

ATTEST:

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

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

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: SANDRA S. GLENN, Chairman

Date: August 10, 1989

As authorized for execution by the Board of County Commissioners at their August 8, 1989, regular meeting.

RAM/mla
07/28/89

ROAD MAINTENANCE AND RIGHT-OF-WAY DEDICATION
INTERLOCAL AGREEMENT BETWEEN
SEMINOLE COUNTY AND THE CITY OF SANFORD

THIS AGREEMENT, entered into this [illegible] day of [illegible], 1987 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 "COUNTY") and the CITY OF SANFORD, a Florida municipal corporation, whose address is 300 N. Park Avenue, Sanford, Florida 32771, (hereinafter "CITY").

W I T N E S S E T H:

WHEREAS, the parties hereto have the common power to construct and maintain roads within their geographical jurisdictions; and

WHEREAS, certain local roads are located partially in the COUNTY and partially in the CITY; and

WHEREAS, certain roads in the COUNTY road system are located within the jurisdictional boundaries of the CITY; and

WHEREAS, the COUNTY and the CITY are agreeable to transfering full functional responsiblility for a portion of Bevier Road (located partially in COUNTY and partially in CITY) to the CITY; and

WHEREAS, the CITY desires to cooperate with the COUNTY in acquiring necessary right-of-way for the expansion and upgrading of roads in the COUNTY road system which are located within the jurisdictional boundaries of the CITY; and

WHEREAS, certain developments require the issuance of right-of-way utilization permits in order to proceed; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Section 163.01, Florida Statutes, which authorizes the exercise by Agreement of two or more public agencies of any power common to them.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein to be undertaken by the respective parties hereto, the parties mutually agree and covenant as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is for the COUNTY to assign and transfer full functional responsibility for a portion of Bevier Road, which is located partially in the COUNTY and partially in the CITY, to the CITY.

SECTION 2. TRANSFER OF RESPONSIBILITY. Upon the date that this Agreement is executed by both parties, the CITY shall have the responsibility for the operation and maintenance of that portion of Bevier Road lying between State Road 46 and Jewett Lane. All of the COUNTY's responsibilities and obligations as to said portion of Bevier Road shall be assumed by the CITY. In addition to the transfer of authority to the CITY provided for herein, the parties shall jointly apply, in accordance with the provisions of Section 335.04(1)(b)4, Florida Statutes, to the Florida Department of Transportation for the Department to functionally evaluate Bevier Road and classify said portion of Bevier Road as a CITY street; provided, however, that the results of such application shall not affect the provisions of this Agreement.

SECTION 3. PAVING OF BEVIER ROAD. Within one hundred twenty (120) days of the effective date of this Agreement, the CITY shall cause the roadbed of Bevier Road to be paved with twenty-four feet (24') of pavement width said paving to be accomplished in conformity with Bevier Road reconstruction plans to be submitted to the County Engineer for, and subject to, his approval.

SECTION 4. REQUIREMENTS AS TO LON RESEARCH. The CITY shall, within five (5) days of the date that this Agreement is executed, obtain from the developer of that development within the CITY known as the LON RESEARCH development, the dedication to the COUNTY of a thirty foot (30') one-half right-of-way for Bevier Road as to all property owned by the developer of said development abutting Bevier Road.

SECTION 5. FUTURE BEVIER ROAD DEVELOPMENT. The CITY covenants and agrees with the COUNTY that all developers of property located within the CITY or within the COUNTY whose property abuts Bevier Road shall be required, as a condition precedent to development approval, to dedicate to the COUNTY a thirty-five foot (35') one-half (1/2) right-of-way as to all property owned by any developer developing property abutting Bevier Road. After such time as the Florida Department of Transportation shall functionally reclassify Bevier Road as a City street such dedications shall be made to the CITY.

SECTION 6. OTHER COUNTY ROADS WITHIN THE CITY. As to all other roads within the County road system, when any development occurs on or upon any property located within the jurisidictional boundaries of the CITY which property abuts a road within the County road system; the CITY to the extent of its ability, agrees with the COUNTY that, as a condition precedent to development approval, the owner of said property shall be required to dedicate to the COUNTY a one-half (1/2) right-of-way consistent with the future right-of-way requirements of the Seminole County road system as set forth in the Seminole County Planning Guidelines for Transportation.

SECTION 7. CITY ROADS ABUTTING DEVELOPMENT IN THE COUNTY. COUNTY agrees that it will, when any development occurs on property located within the jurisdictional boundaries of the COUNTY which property abuts a CITY Street, to the extent of its ability, require, as a condition precedent to development approval, the owner of said property to dedicate to the CITY a one-half (1/2) right-of-way consistent with future right-of-way requirements of the CITY.

SECTION 8. LIMITATIONS OF AGREEMENT.

(a) It is not the intent of this Agreement to change the jurisdiction of the parties in any manner except as specifically provided for herein. All other policies, rules, regulations and

ordinances of the COUNTY and the CITY will continue to apply as to properties located within the jurisdictional boundaries of each party hereto. The maintenance of side roads, street name signs and stop signs are the responsibility of the party in which they are located.

(b) Should the Florida Department of Transportation functionally reclassify Bevier Road as a collector road in the future and reclassify Bevier Road into the County road system, such determination shall prevail over the terms of this Agreement.

SECTION 9. EMPLOYEE STATUS. Persons employed by the CITY in the performance of services and functions pursuant to this Agreement shall not be deemed to be COUNTY employees nor shall they have any claim to pension, worker's compensation, civil service or other employee rights or privileges granted by the COUNTY to its officers and employees.

SECTION 10. INDEMNIFICATION. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employees or agents.

SECTION 11. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

FOR COUNTY

Kenneth R. Hooper
County Administrator
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR CITY

Frank A. Faison
City Manager
City of Sanford
300 N. Park Avenue
Sanford, Florida 32771

SECTION 12. EFFECTIVE DATE. This Agreement shall take effect on the date that it is executed by both parties hereto.

ATTEST:

HENRY N. TAMM, JR., Clerk

CITY OF SANFORD

By: BETTYE D. SMITH, Mayor

Date: Sept 14, 1987

ATTEST:

DAVID N. BERRIEN
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: FRED W. STREETMAN, JR., Chairman

Date: 9/9/87

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

County Attorney

As authorized for execution
by the Board of County Commis-
sioners at their Sept. 8,
1987, regular meeting.

LNG/gg
082487
RAM/gg
090487

RAND YARD ROAD MAINTENANCE
INTERLOCAL AGREEMENT BETWEEN
SEMINOLE COUNTY AND THE CITY OF SANFORD

THIS AGREEMENT, entered into this 16th day of July, 1990 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 "COUNTY") and the CITY OF SANFORD, a Florida municipal corporation, whose address is 300 N. Park Avenue, Sanford, Florida 32771, (hereinafter "CITY").

W I T N E S S E T H:

WHEREAS, the parties hereto have the common power to construct and maintain roads within their geographical jurisdictions; and

WHEREAS, certain local roads are located partially in the COUNTY and partially in the CITY; and

WHEREAS, certain roads that once were in the COUNTY road system are now located as a result of annexations within the jurisdictional boundaries of the CITY; and

WHEREAS, Rand Yard Road, north of State Road 46, is a road which is located partially within the CITY and partially within the COUNTY.

WHEREAS, the COUNTY and the CITY are agreeable to transferring full functional responsibility for a portion of Rand Yard Road (located partially in COUNTY and partially in CITY) to the CITY; and

WHEREAS, certain developments require the issuance of right-of-way utilization permits in order to proceed; and

BK 1 63 PG 0303

WHEREAS, this Agreement is authorized pursuant to the provisions of Section 163.01, Florida Statutes, which authorizes the exercise by Agreement of two or more public agencies of any power common to them.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein to be undertaken by the respective parties hereto, the parties mutually agree and covenant as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is for the COUNTY to assign and transfer full functional responsibility for a portion of Rand Yard Road, which is located partially in the COUNTY and partially in the CITY, to the CITY.

SECTION 2. TRANSFER OF RESPONSIBILITY. Upon the date that this Agreement is executed by both parties, the CITY shall have the responsibility for the operation and maintenance of that portion of Rand Yard Road lying north of State Road 46. All of the COUNTY's responsibilities and obligations as to said portion of Rand Yard Road shall be assumed by the CITY. In addition to the transfer of authority to the CITY provided for herein, the parties shall jointly apply, in accordance with the provisions of Section 335.04(1)(b)4, Florida Statutes, to the Florida Department of Transportation for the Department to functionally evaluate Rand Yard Road and classify said portion of Rand Yard Road as a CITY street; provided, however, that the results of such application shall not affect the provisions of this Agreement.

BK 163 PG 0304

SECTION 3. PAVING OF RAND YARD ROAD. On or before October 1, 1990 the COUNTY shall cause the roadbed of Rand Yard Road north of Narcissus Avenue to be resurfaced said paving to be accomplished under the supervision of the County's Roads Superintendent and under the direction of the County's Director of Public Works.

SECTION 4. FUTURE RAND YARD ROAD DEVELOPMENT. The CITY covenants and agrees with the COUNTY that all developers of property located within the CITY or within the COUNTY whose property abuts Rand Yard Road shall be required, as a condition precedent to development approval, to dedicate to the COUNTY land necessary to create a one-half (1/2) right-of-way, as determined necessary under the provisions of the applicable land development regulations, to the extent that such regulation may be legally enforced, as to all property owned by any developer developing property abutting Rand Yard Road. After such time as the Florida Department of Transportation shall functionally reclassify Rand Yard Road as a CITY street such dedications shall be made to the CITY.

SECTION 5. OTHER COUNTY ROADS WITHIN THE CITY. Consistent with and to reaffirm the provisions of the Agreement of the parties relating to Bevier Road, dated September 14, 1987, as to all other roads within the County road system, when any development occurs on or upon any property located within the jurisdictional boundaries of the CITY which property abuts a road within the County road system; the CITY, to the extent of its ability, agrees with the COUNTY that, as a condition precedent to development approval, the

owner of said property shall be required to dedicate to the COUNTY a one-half (1/2) right-of-way consistent with the future right-of-way requirements of the Seminole County road system as set forth in the Seminole County Planning Guidelines for Transportation.

SECTION 6. CITY ROADS ABUTTING DEVELOPMENT IN THE COUNTY. Consistent with and to reaffirm the provisions of the Agreement of the parties relating to Bevier Road, dated September 14, 1987, the COUNTY agrees that it will, when any development occurs on property located within the jurisdictional boundaries of the COUNTY which property abuts a CITY street, to the extent of its ability, require, as a condition precedent to development approval, the owner of said property to dedicate to the CITY a one-half (1/2) right-of-way consistent with future right-of-way requirements of the CITY.

SECTION 7. LIMITATIONS OF AGREEMENT.

(a) It is not the intent of this Agreement to change or modify the jurisdiction of the parties in any manner except as specifically provided for herein. All other policies, rules, regulations and ordinances of the COUNTY and the CITY will continue to apply as to properties located within the jurisdictional boundaries of each party hereto. The maintenance of side roads, street name signs and stop signs are the responsibility of the party in which they are located.

(b) Should the Florida Department of Transportation functionally reclassify Rand Yard Road as a collector road in the

BK 1 63 PG 0306

future and reclassify Rand Yard Road into the County road system, such determination shall prevail over the terms of this Agreement.

SECTION 8. EMPLOYEE STATUS. Persons employed by the CITY in the performance of services and functions pursuant to this Agreement shall not be deemed to be COUNTY employees nor shall they have any claim to pension, worker's compensation, civil service or other employee rights or privileges granted by the COUNTY to its officers and employees.

SECTION 9. INDEMNIFICATION. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employees or agents.

SECTION 10. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

FOR COUNTY

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

FOR CITY

City Manager
City of Sanford
300 N. Park Avenue
Sanford, Florida 32771

SECTION 11. EFFECTIVE DATE. This Agreement shall take effect on the date that it is executed by both parties hereto.

BK 163 PG 0307

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

ATTEST:

JANET R. DONOHOE, Clerk

CITY OF SANFORD

By: BETTYE D. SMITH, Mayor

Date: 7-16-90

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: SANDRA S. GLENN, Chairman

Date: SEP 4 1990

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

County Attorney

As authorized for execution by the Board of County Commissioners at their Aug 28, 1990, regular meeting.

LNG/gn
5/7/90
LNG/gg
06/22/90

UPSALA ROAD INTERSECTION CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered into this 16th day of March, 1990, 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 COUNTY, and the City of Sanford, a municipal corporation existing by virtue of Florida Law, whose address is 300 North Park Avenue, Sanford, Florida 32771, hereinafter referred to as CITY.

W I T N E S S E T H:

WHEREAS, this Agreement is authorized by, and entered into pursuant to Chapter 163, Florida Statutes, and

WHEREAS, the parties hereto are greatly concerned and vitally interested in the timely and adequate provision of transportation facilities in Seminole County and the City of Sanford, and

WHEREAS, the parties hereto have determined that the shared goal of providing timely and adequate improvements will mutually benefit the parties, and

WHEREAS, the parties hereto have determined that the desired intersection improvement can be accomplished with the COUNTY providing design and construction labor and the CITY providing the cost of construction materials.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and CITY agree as follows:

BK 1 6 5 7 6 1 1 2

SECTION 1. RECITALS. The recitals, above, are true and form a material part of this Agreement.

SECTION 2. PURPOSE. The purpose of this Agreement is to establish the terms and conditions for the intersection improvements project known as the Upsala Road Intersection Project at SCL Railroad Crossing.

SECTION 3. SCOPE OF THE WORK. The COUNTY, with its own work force, shall be responsible for design and construction of the intersection improvements in accordance with the COUNTY's construction standards.

SECTION 4. RESPONSIBILITIES OF COUNTY.

(a) The COUNTY shall prepare all design plans and specifications, secure all permits, satisfy all conditions and obtain all materials necessary for the intersection improvements.

(b) The COUNTY, using its own work force, shall provide all engineering services, construction labor, and equipment necessary for construction of the intersection improvements.

(c) Upon completion of the intersection improvements, the COUNTY shall be responsible for maintenance of the intersection improvements as part of its maintained road system.

SECTION 5. RESPONSIBILITIES OF CITY.

(a) The CITY shall, at its sole expense, provide all right-of-way necessary for location of roadway drainage facilities or to satisfy environmental or other permit requirements resulting from the roadway intersection improvements.

BK 165 PG 1113

(b) The CITY shall pay COUNTY the cost of construction materials as set forth in Section 7 of this Agreement.

SECTION 6. CONSTRUCTION PLANS. The COUNTY shall be solely responsible for preparation of all design plans and specifications. In the event of any change subsequent to the commencement of construction, the COUNTY shall notify the CITY of any changes authorized by COUNTY and the related construction materials and costs.

SECTION 7. CONSTRUCTION COST.

(a) The CITY shall pay COUNTY the cost of construction materials utilized in completing the intersection improvements. The final cost shall be determined subsequent to completion of construction. The CITY shall, prior to commencement of construction, pay COUNTY a sum equal to the COUNTY design engineer's cost estimate for the project. The final cost for construction materials shall be determined subsequent to the completion of construction to reflect any cost decrease or increase including cost changes resulting from changes in the plans and specifications subsequent to the issuance by COUNTY of its design engineer's cost estimate for the project.

(b) Upon issuance of the COUNTY design engineer's cost estimate, the CITY shall notify the COUNTY within ten (10) days of its intent to proceed with the project. If the CITY determines that the COUNTY design engineer's cost estimate is unacceptable, then this Agreement shall be terminated and the parties released from their respective obligations under this Agreement.

BK 165 PG 114

SECTION 8. COMMENCEMENT AND COMPLETION OF WORK.

(a) The COUNTY shall be solely responsible for scheduling the commencement and completion of the work.

(b) The COUNTY may coordinate the work with other work projects of the COUNTY and complete the work by whatever method the COUNTY may deem expedient, provided the work is completed in accordance with COUNTY construction standards.

SECTION 9. INDEMNIFICATION. Neither party to this Agreement, its officers, employees and agents shall be deemed to assume any liability for the acts, omissions and negligence of the other party, its officer's, employees and agents.

SECTION 10. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the successors in interest of the parties.

SECTION 11. NON ASSIGNMENT. This Agreement shall not be assigned by either party.

SECTION 12. CONFLICT. In the event of direct conflict with the terms of any prior Agreement between the parties hereto, this Agreement shall prevail.

SECTION 13. EFFECTIVE DATE. This Agreement shall take effect on the later of the execution dates stated below.

SECTION 14. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements

BK 165 PG 1115

presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 15. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

FOR COUNTY

Director, Engineering Department
County Operations Center at Five Points
274 Bush Boulevard
Sanford, Florida 32773

FOR CITY

Director, Engineering Department
Sanford City Hall
300 North Park Avenue
Sanford, Florida 32771

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

ATTEST:

JANET H. DONGHOE, Clerk
City of Sanford

CITY OF SANFORD

By: Bettye D. Smith
BETTYE D. SMITH, Mayor

Date: 10-23-90

BK 165 PG 1116

(b) County buildings constructed while this Agreement is in effect;

(c) County buildings undergoing renovations at the time of the execution of this Agreement; and

(d) County buildings that undergo renovations while this Agreement is in effect.

3. APPLICABLE BUILDINGS CODES. SEMINOLE shall enforce in the aforementioned buildings the requirements of the building codes set forth below as they have been adopted, modified or amended by SANFORD at the time of the execution of this Agreement and as they are adopted, modified or amended by SANFORD in the future. The aforementioned building codes are as follows:

(a) Standard Building Code as specified in Chapter 6 of the Sanford City Code;

(b) Standard Gas Code as specified in Chapter 12 of the Sanford City Code;

(c) Standard Mechanical Code as specified in Chapter 16 1/2 of the Sanford City Code;

(d) Standard Plumbing Code as specified in Chapter 12 of the Sanford City Code;

(e) National Electrical Code as specified in Chapter 8 of the Sanford City Code;

(f) Standard Fire Prevention Code as specified in Chapter 9 of the Sanford City Code; and

(g) National Fire Codes as specified in Chapter 9 of the Sanford City Code.

4. EMPLOYEE STATUS. Persons employed by SEMINOLE in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, civil service or other employee rights or privileges granted by Sanford to its officers and employees.

5. **LIABILITY.** SEMINOLE shall indemnify and save SANFORD harmless from and against all liability claims for damages and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with the services provided for in this Agreement or in any act or omission in any manner related to said services irrespective of negligence, actual or claimed, upon the part of SANFORD, its agents or employees, except gross negligence of SANFORD, its agents or employees.

6. Requirements for site plans and site plan approval by Sanford shall be adhered to for all County buildings within the City of Sanford.

7. **TERM.** This Agreement shall become effective on May 9, 1983, and shall run through September 30, 1983, and shall automatically be renewed thereafter for successive periods not to exceed five (5) years each, unless earlier terminated as provided herein.

8. **TERMINATION.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party or at the option of SEMINOLE or SANFORD, immediately in the event any of the terms, covenants or agreements of this Agreement have been violated.

9. **NOTICE.** Whenever either party desires to give notice unto the other, notice may be sent to:

FOR SEMINOLE COUNTY:

John Percy, Director
Department of Public Services
and Development
County Services Building
First Street and Park Avenue
Sanford, Florida 32771

FOR SANFORD:

Gary Wisa
Building Codes and Zoning Department
300 North Park Avenue
Sanford, Florida 32771

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in 3 counterparts for the purposes herein expressed.

ATTEST:

City Clerk

(SEAL)

CITY OF SANFORD, FLORIDA

By: _____
LEE P. MOORE, Mayor

ATTEST:

ARTHUR H. BECKWITH, JR., Clerk to the Board of County Commissioners of Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
SANDRA S. GLENN, Chairman

Date: May 3, 1983

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

County Attorney

As authorized for execution by the Board of County Commissioners in their May 3 1983, regular meeting.

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

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT
PROGRAM YEAR 1990 - 1991

THIS AGREEMENT, entered in this 13th day of Dec., 1990, by and between Seminole County, a political subdivision of the State of Florida, herein called "County" for the use and benefit of its Community Development Block Grant (CDBG) Program and the City of Sanford, herein called "City".

WHEREAS, County has made application effective 10/1/90, 1990, and is entering into a contract with the U. S. Department of Housing and Urban Development, herein called "HUD", pursuant to 24 CFR Part 570.

WHEREAS, the County desires to engage the City to render certain services requisite to the accomplishment of the Community Development Block Grant Program goals;

WHEREAS, the City has requested funds from Seminole County for the benefit of the citizens of the City of Sanford;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

1) "County" means Seminole County.

2) "City" means City of Sanford.

3) "HUD" means the U. S. Department of Housing and Urban Development.

4) "Planning Department" means the Director of Seminole County Planning Department or his designee for the Community Development Block Grant (CDBG) Program.

5) "CDBG Administrator" means Seminole County's C.D. Principal Planner.

6) "CDBG Program" means Seminole County's Community Development Block Grant (CDBG) Program.

7) "CDBG Regulations" means 24 CFR Part 570 and supplemental, additional or successor provisions.

8) "County Approval" means the written approval of the Planning Director, the C.D. Principal Planner, or their designate.

9) "Low and Moderate Income" means the definition set by HUD for the CDBG Program for that term.

ARTICLE II. SCOPE OF SERVICES

The City, in a manner satisfactory to the County, shall carry out or cause to be carried out all services described or referred to in Exhibit "A" which is attached hereto and made a part hereof. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the City.

The parties recognize and agree that this agreement is for reimbursement of implementation costs of the County's Community Development Block Grant Program. Where administration expenses are authorized by the County, those expenses are to be specifically itemized by the hours expended or the dollars expended. All hours charged by staff, and any direct expenses shall be specifically and directly related to the City's implementation of the County-funded activity. Administrative expenses for the administration of the services provided hereunder by the City shall not exceed twenty-five percent (25%) of the amount set forth in Article IV A hereof.

ARTICLE III. PERIOD OF CONTRACT

Up to the limits of Article IV A hereof, County shall reimburse the City for the services described in Article II and performed by the City between 1/1/91 and 11/30/91. All such services, whether performed before or after the execution of this Agreement, shall be performed by the City in accordance with applicable requirements of the U. S. Department of Housing and Urban Development and with all requirements of this Agreement, and reimbursement will be contingent thereupon. The City shall complete all services described in Article II on or before the contract termination date, unless this Agreement is otherwise amended or extended by written agreement of the parties. This contract shall be effective upon execution by both parties.

ARTICLE IV. CONSIDERATION AND LIMITATION OF COSTS

A. The City shall be reimbursed by the County for allowable costs, in accordance with 24 CFR Part 570 and in accordance with Article II of this Agreement; in an amount not to exceed $200,000 for the services described in Exhibit "A".

B. All improvements specified in Exhibit "A" and directly provided by the City shall be put out to competitive negotiation or bidding under a procedure acceptable to HUD as outlined in 24 CFR Part 85. Contract administration shall be handled by the City.

ICLE V. PAYMENTS

A. Payments to the City shall be on a reimbursement basis and shall be limited to the projects described herein and in accordance with the respective project budget as set forth in Exhibit "A".

B. The City shall submit to the County during the performance hereof the following.:

1. A cumulative statement of all costs of the project for the period from commencement through the end of the report period for which the statement is being submitted;

2. A statement for all costs of the project for the current report period, categorized by budget line item and consistent with Exhibit "A";

3. An invoice and copy of all checks issued in payment for any expense. However, when reimbursement is sought for salaries to employees a copy of the payroll shall be acceptable in lieu of copies of payroll checks;

4. Copies of daily time distribution records in support of stated salary expenses. Records shall show the case and type of work being undertaken and the specific particular program under which the work was performed.

C. Upon receipt of the above enumerated acceptable documentation, the County will initiate the payment process. Reimbursement to the City shall be made as soon as practicable; provided, however, that, if the City has performed services in full compliance with all HUD requirements, then payment shall be made by the County to the City within forty-five (45) days of receipt of acceptable documentation by the County.

D. All disbursements by the City must be fully documented to the County so as to be available, on request, for inspection or audit in accordance with the provisions of Article XI herein below.

E. Within forty-five (45) days after completion of all services to be performed by it, the City shall render a final and complete statement to County of all costs and charges for services not previously invoiced. County shall not be responsible for payments of any charges, claims or demands of the City not received within said forty-five (45) day period; however, such time may be extended in County's discretion not to exceed a period of ninety (90) days, provided the delay in its submission is not occasioned by any fault or negligence of the City.

ARTICLE VI. MODIFICATION OF SCOPE OF SERVICES

This Agreement may not be modified, amended, or extended orally. This Agreement may be amended by written agreement executed by the governing bodies of both parties.

ARTICLE VII. COMPLIANCE WITH LOCAL AND FEDERAL RULES, REGULATIONS AND LAWS

During the performance of this agreement, the City agrees to comply with all laws, rules, regulations and orders or their successors listed below which by reference are incorporated and made a part hereof. The City further agrees to abide by all other applicable laws, rules, regulations and orders which are not listed.

APPLICABLE LAWS, RULES AND REGULATIONS

1. 24 CFR Part 570, as amended - The regulations governing the expenditure of Community Development Block Grant Program funds.

2. 24 CFR Part 58 - The regulations prescribing the Environmental Review procedure, including laws and procedures incorporated by reference.

3. National Flood Insurance Act of 1968

4. 24 CFR Part 1 - The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.

5. 24 CFR Part 107 - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.

6. Executive Order 11246, (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 - which establishes hiring goals for minorities and women on projects assisted with federal funds.

7. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 - which prohibits discrimination in employment.

8. 24 CFR Part 135 - Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

9. Age Discrimination Act of 1973

10. 24 CFR Part 130 - Regulations which prohibit discrimination in employment in federally assisted construction contracts.

11. Contract Work - Hours and Safety Standards Act - where applicable.

12. Lead Based Paint Poisoning Preventive Act

13. Section 504 of the Rehabilitation Act of 1973, as amended

14. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

15. 29 CFR Parts 3.5 and 5a - Regulations which prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.

16. Executive Order 11914 - Prohibits discrimination with respect to the handicapped in federally assisted projects.

17. Copeland Anti-Kickback Act

18. OMB Circular A-87 - which identifies allowable administrative costs.

19. Florida Statutes, Chapter 112 - which deals with conflict of interest.

20. Public Law 100-430 - The Fair Housing Amendments Act of 1988.

21. Section 109 of Public Law 100-202 - which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.

22. Seminole County's Anti-Displacement Strategy/Relocation Benefits

23. HUD - required reports, circulars, and procedures, such as the Annual Performance Report.

24. Administrative Procedures - procedures which may be issued by the Seminole County Planning Department and/or the CDBG Administrator who are responsible to the Board of County Commissioners for the implementation of the County's Community Development Block Grant Program.

25. 24 CFR Part 85 - the "common rule" containing fiscal and administrative requirements for grantees and subrecipients which are local governments. This replaces OMB Circular A-102.

ARTICLE VIII. PRIOR WRITTEN APPROVALS - SUMMARY

The following includes but is not limited to activities that require the prior written approval of the County to be eligible for reimbursement or payments:

(a) Initiation of new activities not covered by this Agreement, or changes in the locations of activities or the deletion of any activity;

(b) Purchase of any capital equipment other than actual project construction;

(c) All proposed travel exceeding 200 miles (one-way), conferences, hearings, and meetings, except as may be directly related to the Seminole County Community Development Block Grant Program which is the subject of this Agreement;

(d) All change orders to this agreement;

(e) Requests to utilize remaining funds should there be a surplus after the work is substantially completed.

ARTICLE IX. PROJECT PUBLICITY

Any news release, project sign, or other type of publicity pertaining to the project as stated herein must recognize the Seminole County Board of County Commissioners as the recipient funded by HUD and providing funds to the City of Sanford.

ARTICLE X. MANAGEMENT ASSISTANCE

The CDBG Administrator will be available to the City to provide guidance on CDBG requirements.

ARTICLE XI. MAINTENANCE OF RECORDS

The City shall maintain all records required by all Federal regulations and HUD procedures.

A. The City shall maintain such records, accounts property records, personnel records, as are deemed necessary by the County to assure proper accounting of project funds and compliance with the provisions of this Agreement.

The City shall also maintain all necessary financial records as are required by the Act and Federal regulations and shall also maintain all financial records relative to the following matters:

1. Items purchased and paid for through standard City procedures: an invoice and a copy of a check.

2. Contractual Agreements: the contract, billings and copies of checks.

3. Force Account Construction: records indicating name, position, number of hours and total labor costs.

4. Any materials drawn from a stockpile: records indicating amount of material and cost thereof based on the purchase price.

5. Employees paid from grant funds: personnel and payroll data together with substantiation that the employee was in fact working on grant-related projects.

6. Capital expenditures in excess of $300.00: description, model, serial number, date of acquisition and cost of acquisition.

B. The City shall maintain records showing compliance, where applicable, with the Davis-Bacon Law, including files containing contractor payrolls, employee interviews, Davis-Bacon wage rates, and administrative cross-referencing. City shall maintain records showing contractor compliance with the Contract Work Hours and Work Safety Law. Similarly, the City shall maintain records showing compliance with Federal purchasing requirements and with other Federal requirements for grant implementation. County staff shall provide the City assistance to assure labor standards compliance.

C. The City shall have CDBG activities and funds audited annually, in accordance with Federal OMB Circular A-128 and in conjunction with the regular City audit. Copies of all audits covering the use of CDBG funds shall be provided to the County and the CDBG Administrator.

D. All records and contracts of whatever nature required by this Agreement shall be available for audit, inspection or copying at any time during normal business hours and as often as the CDBG Administrator, County, HUD, or Comptroller General of the United States, or other federal agency, may deem necessary. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any local, State or Federal agency. The City shall retain all of its records and supporting documentation applicable to the Agreement for three (3) years after either the resolution of the final audit or HUD approval of the CDBG Closeout Report, whichever is later.

ARTICLE XII. EVALUATION

The City shall provide County and CDBG Administrator, in a form prescribed by County, monthly reports summarizing the number of housing units under inspection, bid, construction, and completed, and the amount of funds obligated and spent. Also included in the monthly reports shall be an estimated completion date for each housing unit identified to be rehabilitated and for the entire Housing Rehabilitation Program. These reports shall be provided as part of the financial reimbursement process and are due no later than the 15th of the following month. The County shall have access to and be provided copies and transcriptions of such records as may be necessary in the determination of the County or HUD to accomplish this obligation.

ARTICLE XIII. NON-EXPENDABLE PROPERTY

Any non-expendable personal property acquired by the City for the purpose of carrying on the projects stated herein; and approved by the County in accordance with Article VIII(b), shall be subject to the provisions of the Act and Regulations including, but not limited to, the provisions on use and disposition of property. At the termination of this agreement, any grant-funded non-expendable personal property shall be made available to the County and HUD, in accordance with said provisions.

ARTICLE XIV. CONTRACT LIABILITY

The County shall not be liable to any person, firm, or corporation (except the City) who contracts with or who provides goods or services to the City in connection with the services it has agreed to perform hereunder, or for debts or claims accruing to such parties against the City; and there is no contractual relationship, either express or implied, between County and any other person, firm, or corporation supplying any work, labor, services, goods or materials to City as a result of its services to County hereunder.

ARTICLE XV. SUBCONTRACTS

All contracts made by the City to carry out the activities described in Exhibit "A" shall be made in accordance with all applicable laws, rules and regulations stipulated in this agreement. The City may subcontract with Seminole Self-Reliant Housing, Inc. for an amount up to $5,000 for rehabilitation work in conjunction with the FloridaFix Program. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each Article set forth in this Agreement.

ARTICLE XVI. INDEMNIFICATION

A. The City shall defend, hold harmless, and indemnify County from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatever kind or nature which County may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to the City,

resulting out of fraud, defalcation, dishonesty or failure of the City to comply with the Act, and Regulations; or by reason or as a result of any act or omission of the City in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required under Article XVII of this Agreement; or by any defect in the construction of the project.

3. In the event that any action, suit or proceeding is brought against County upon any liability arising out of the Agreement herein before mentioned, or any other matter indemnified against County, the County at once shall give notice in writing thereof to the City by registered or certified mail addressed to the City at its address herein before given. Upon the receiving of such notice, the City, at its own expense, shall defend against such action and take all such steps as may be necessary or proper therein to prevent the obtaining of a judgment against the County.

ICLE XVII. INSURANCE

City shall insure that either its insurance coverage or self-urance program or the insurance coverage of its contracted agents are quate and sufficient to cover the activities performed under this eement, as the case may be as to the particular actions undertaken. City shall insure that the insurance requirements upon all tractors conform to and comply with all applicable Federal ulations.

ICLE XVIII. NON-ASSIGNABILITY

City may not assign this Agreement without the prior written consent the County.

ICLE XIX. HEADINGS

ll articles and descriptive headings of paragraphs in this Agreement e inserted for convenience only and shall not affect the construction interpretation hereof.

ICLE XX. PROGRAM INCOME

the event that any program income is received during the contract riod, the City may retain such income for use as specified in this reement. Such program income will be immediately reported to the unty and the next reimbursement request will be reduced accordingly.

any program income is received after the term of this agreement, or the end of the year when all remaining items have been budgeted, the ogram income will either be returned to the County for proper ccounting into the CDBG fund, or may be used by the City for use as pecified in this agreement, upon approval by the County.

ARTICLE XXI. SUSPENSION AND TERMINATION

In accordance with 24 CFR 85.43, suspension or termination may occur if the City materially fails to comply with any term of this agreement. The agreement may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

ARTICLE XXII. REVERSION OF ASSETS

Upon the expiration of the agreement the City shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under City control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 will be covered by the regulations at 24 CFR 85.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed at the place and on the day hereinabove first written.

ATTEST:

Janet R. Donahoe

JANET R. DONAHOE, City Clerk

CITY: City of Sanford, Florida

BY: Bettye D. Smith

BETTYE D. SMITH, MAYOR

Date: Nov. 29, 1990

ATTEST:

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

COUNTY: County of Seminole, Florida
Board of County Commissioners

BY: Fred W. Streetman

Fred W. Streetman, Jr., Chairman

Date: 12/13/90

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

As authorized for execution by the Board of County Commissioners at their Dec. 11, 1990 regular meeting.

Henry M Brown 12/13/90
County Attorney's Office

FILED IN OFFICE
CTY. COMMISSION RECORDS
MARYANNE MORSE
90 DEC 14 AM 8:35
CLERK
SEMINOLE CO. FL
BY D.C.

EXHIBIT A

This housing assistance program to be administered by the City of Sanford will address housing-related community development needs within lower-income neighborhoods within the City of Sanford, Activities will consist of housing rehabilitation, acquisition, demolition, and relocation for and in support of owner-occupied structures and administration.

Housing Rehabilitation: The goals of this activity are to provide a long-term solution to substandard housing conditions by upgrading certain housing stock to a suitable condition that will last for at least 15 years from the time of completion of the rehabilitation activity; to revitalize declining neighborhoods; and to increase the City's property tax base. All housing rehabilitation assistance will be given only to households whose income falls within qualified low to moderate (lower) income limits, according to guidelines established by the U.S. Department of Housing and Urban Development (HUD).

BUDGET

Of the total $200,000 allocated for Housing Rehabilitation under this agreement, a maximum of $50,000 may be used for administrative costs, including salaries, benefits and operating expenses. The remaining $150,000 must be used for actual rehabilitation costs and incidental expenses.

LOCATION OF REHABILITATION ACTIVITIES

Housing rehabilitation activities may be located anywhere within the corporate limits of the City of Sanford.

STAFFING

Only those hours worked on functions and activities funded by Seminole County's CDBG Program may be reimbursed. Any and all other positions must be approved in writing by the Seminole County Planning Department prior to being funded in whole or in part by this program.

PROJECTED ACCOMPLISHMENTS

The City of Sanford shall rehabilitate at least eight (8) eligible housing units during the term of this Agreement.

MAXIMUM COST PER STRUCTURE

The maximum amount of assistance per unit, for housing rehabilitation and demolition/relocation shall be limited to $20,000 per housing unit. This limit may be raised an additional $2,000 on a case-by-case basis, upon written approval by the County, but no more than three (3) units may exceed $20,000 during the period of this Agreement. The maximum amount of assistance per case for acquisition shall be $8,000 per buildable lot. This limit may be raised an additional 10% on a case-by-

se basis, upon written approval by the County. The maximum amount of sistance per case for demolition shall be $1,500 or City Force account ling, whichever is less. The maximum expenditure for all program tivities shall not exceed $25,000 per household, including habilitation, acquisition, demolition and relocation.

CUPANT STATUS/DISPLACEMENT

l housing units receiving assistance under this program must be ngle-family owner-occupied housing units. No occupant of an occupied it prior to rehabilitation shall be involuntarily displaced. All ojects shall conform to the County Anti-Displacement Strategy.

PORTING

e City of Sanford shall submit monthly reports to Seminole County sing the form(s) and/or format approved by the County. The CDBG habilitation Program Subrecipient Report shall comprise the format of e required monthly reports.

ECIAL REGULATIONS

e City will, in the operation of this agreement, pay attention to the D regulations regarding lead-based paint, the site-specific vironmental clearances, and the rules mandated by Section 104(d) of e Housing & Community Development Act of 1974, found in 24 CFR 0.496a and 24 CFR 570.606, as amended.

sanrehab.agr)

FIRST AMENDMENT TO CDBG PROGRAM
HOUSING REHABILITATION SERVICES AGREEMENT

THIS AMENDMENT is to that certain Agreement made and entered into on the 13th day of December, 1990, between SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the CITY OF SANFORD, a municipal corporation created pursuant to the laws of Florida, hereinafter referred to as CITY.

WHEREAS, the COUNTY and the CITY entered into the above-referenced Agreement on 12/13/90, for Emergency Housing Repair Services in conjunction with Seminole County Community Development Block Grant Program; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides;

WHEREAS, Article VI of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties; and

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the above-referenced Agreement by adding Article XXIII as follows:

ARTICLE XXIII. CERTIFICATION REGARDING LOBBYING

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the instructions.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed this 4th day of April, 1991.

ATTEST:

Janet K. Donahoe
JANET DONAHOE, City Clerk

(SEAL)

CITY OF SANFORD

Bettye D. Smith
BETTYE D. SMITH, Mayor

Date: February 26, 1991

ATTEST:

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

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

County Attorney

SEMINOLE COUNTY, FLORIDA

FRED W. STREETMAN, CHAIRMAN

Date: 4/4/91

As authorized for execution
by the Board of County Commis-
sioners at their March 26,
1990, regular meeting.
91

(SAN5-1.amd)

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AGREEMENT
PROGRAM YEAR 1990-91

THIS AGREEMENT, entered in this 13th day of March, 1991, by and between Seminole County, a political subdivision of the State of Florida, herein called "County" for the use and benefit of its Community Development Block Grant (CDBG) Program and the City of Sanford, herein called "City".

WHEREAS, County has made application effective 10/1/90, 1990, and is entering into a contract with the U. S. Department of Housing and Urban Development, herein called "HUD", pursuant to 24 CFR Part 570.

WHEREAS, the County desires to engage the City to render certain services requisite to the accomplishment of the Community Development Block Grant Program goals;

WHEREAS, the County has allocated funds for the benefit of its citizens; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

1) "County" means Seminole County.

2) "City" means City of Sanford.

3) "HUD" means the U. S. Department of Housing and Urban Development.

4) "Planning Department" means the Director of Seminole County Planning Department or his designee for the Community Development Block Grant (CDBG) Program.

5) "CDBG Administrator" means Seminole County's C.D. Principal Planner.

6) "CDBG Program" means Seminole County's Community Development Block Grant (CDBG) Program.

7) "CDBG Regulations" means 24 CFR Part 570 and supplemental, additional or successor provisions.

8) "County Approval" means the written approval of the Planning Director, the C.D. Principal Planner, or their designate.

9) "Low and Moderate Income" means the definition set by HUD for the CDBG Program for that term.

ARTICLE II. SCOPE OF SERVICES

The City, in a manner satisfactory to the County, shall carry out or cause to be carried out all services described or referred to in Exhibit "A" which is attached hereto and made a part hereof. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the City.

The parties recognize and agree that this agreement is for reimbursement of implementation costs of the County's Community Development Block Grant Program. Where administration expenses are authorized by the County, those expenses are to be specifically itemized by the hours expended or by the dollars expended. All hours charged by staff, and any direct expenses shall be specifically and directly related to the City's implementation of the County-funded activity. Administrative expenses for the administration of the services provided hereunder by the City shall not exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000).

ARTICLE III. PERIOD OF CONTRACT

Up to the limits of Article IV A hereof, County shall reimburse the City for the services described in Article II and performed by the City prior to 10/31/91. All such services, whether performed before or after the execution of this Agreement, shall be performed by the City in accordance with applicable requirements of the U. S. Department of Housing and Urban Development and with all requirements of this Agreement, and reimbursement will be contingent thereupon. The City shall complete all services described in Article II on or before the contract termination date, unless this Agreement is otherwise amended or extended by written agreement of the parties. This contract shall be effective upon execution by both parties.

ARTICLE IV. CONSIDERATION AND LIMITATION OF COSTS

A. The City shall be reimbursed by the County for allowable costs, in accordance with 24 CFR Part 570 and in accordance with Article II of this Agreement; in an amount not to exceed $85,000 for the services described in Exhibit "A".

B. All improvements specified in Exhibit "A" and directly provided by the City shall be put out to competitive negotiation or bidding under a procedure acceptable to HUD as outlined 24 CFR Part 85. Contract administration shall be handled by the City.

ICLE V. PAYMENTS

A. Payments to the City shall be on a reimbursement basis and shall be limited to the projects described herein and in accordance with the respective project budget as set forth in Exhibit "A".

B. The City shall submit to the County during the performance hereof the following.:

1. A cumulative statement of all costs of the project for the period from commencement through the end of the report period for which the statement is being submitted;

2. A statement for all costs of the project for the current report period, categorized by budget line item and consistent with Exhibit "A";

3. An invoice and copy of all checks issued in payment for any expense. However, when reimbursement is sought for salaries to employees a copy of the payroll shall be acceptable in lieu of copies of payroll checks;

4. Copies of daily time distribution records in support of stated salary expenses. Records shall show the case and type of work being undertaken and the specific particular program under which the work was performed.

C. Upon receipt of the above enumerated acceptable documentation, the County will make reimbursement to the City within seven (7) calendar days, provided that the City has performed services in full compliance with all HUD requirements.

D. All disbursements by the City must be fully documented to the County so as to be available, on request, for inspection or audit in accordance with the provisions of Article XI hereinbelow.

E. Within forty-five (45) days after completion of all services to be performed by it, the City shall render a ~~final~~ and complete statement to County of all costs and charges for services not previously invoiced. County shall not be responsible for payments of any charges, claims or demands of the City not received within said forty-five (45) day period; however, such time may be extended in County's discretion not to exceed a period of ninety (90) days, provided the delay in its submission is not occasioned by any fault or negligence of the City.

ARTICLE VI. MODIFICATION OF SCOPE OF SERVICES

This Agreement may not be modified, amended, or extended orally. This Agreement may be amended by written agreement executed by the governing bodies of both parties.

ARTICLE VII. COMPLIANCE WITH LOCAL AND FEDERAL RULES, REGULATIONS AND LAWS

During the performance of this agreement, the City agrees to comply with all laws, rules, regulations and orders or their successors listed below which by reference are incorporated and made a part hereof. The City further agrees to abide by all other applicable laws, rules, regulations and orders which are not listed.

APPLICABLE LAWS, RULES AND REGULATIONS

1. 24 CFR Part 570, as amended - The regulations governing the expenditure of Community Development Block Grant Program funds.

2. 24 CFR Part 58 - The regulations prescribing the Environmental Review procedure, including laws and procedures incorporated by reference.

3. National Flood Insurance Act of 1968

4. 24 CFR Part 1 - The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.

5. 24 CFR Part 107 - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.

6. Executive Order 11246, (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 - which establishes hiring goals for minorities and women on projects assisted with Federal funds.

7. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 - which prohibits discrimination in employment.

8. 24 CFR Part 135 - Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

9. Age Discrimination Act of 1973

10. 24 CFR Part 130 - Regulations which prohibit discrimination in employment in federally assisted construction contracts.

11. Contract Work - Hours and Safety Standards Act - where applicable.

12. Lead Based Paint Poisoning Preventive Act

13. Section 504 of the Rehabilitation Act of 1973, as amended

14. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

15. 29 CFR Parts 3.5 and 5a - Regulations which prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.

16. Executive Order 11914 - Prohibits discrimination with respect to the handicapped in federally assisted projects.

17. Copeland Anti-Kickback Act

18. OMB Circular A-87 - which identifies allowable administrative costs.

19. Florida Statutes, Chapter 112 - which deals with conflict of interest.

20. Public Law 100-430 - The Fair Housing Amendments Act of 1988.

21. Section 109 of Public Law 100-202 - which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.

22. Seminole County's Anti-Displacement Strategy/Relocation Benefits

23. HUD - required reports, circulars, and procedures, such as the Annual Performance Report.

24. Administrative Procedures - procedures which may be issued by the Seminole County Planning Department and/or the CDBG Administrator who are responsible to the Board of County Commissioners for the implementation of the County's Community Development Block Grant Program.

25. 24 CFR Part 85 - the "common rule" containing fiscal and administrative requirements for grantees and subrecipients which are local governments. This replaces OMB Circular A-102.

ARTICLE VIII. PRIOR WRITTEN APPROVALS - SUMMARY

The following includes but is not limited to activities that

require the prior written approval of the County to be eligible for reimbursement or payments:

(a) Initiation of new activities not covered by this Agreement, or changes in the locations of activities or the deletion of any activity;

(b) Purchase of any capital equipment other than actual project construction;

(c) All proposed out-of-County travel, conferences, hearings, and meetings, except as may be directly related to the Seminole County Community Development Block Grant Program which is the subject of this Agreement;

(d) All change orders to this agreement;

(e) Requests to utilize remaining funds should there be a surplus after the work is substantially completed.

ARTICLE IX. PROJECT PUBLICITY

Any news release, project sign, or other type of publicity pertaining to the project as stated herein must recognize the Seminole County Board of County Commissioners as the recipient funded by HUD.

ARTICLE X. MANAGEMENT ASSISTANCE

The CDBG Administrator will be available to the City to provide guidance on CDBG requirements.

ARTICLE XI. MAINTENANCE OF RECORDS

The City shall maintain all records required by all Federal regulations and HUD procedures.

A. The City shall maintain such records, accounts property records, personnel records, as are deemed necessary by the County to assure proper accounting of project funds and compliance with the provisions of this Agreement.

The City shall also maintain all necessary financial records as are required by the Act and Federal regulations and shall also maintain all financial records relative to the following matters:

1. Items purchased and paid for through standard City procedures: an invoice and a copy of a check.

2. Contractual Agreements: the contract, billings and copies of checks.

3. Force Account Construction: records indicating

name, position, number of hours and total labor costs.

4. Any materials drawn from a stockpile: records indicating amount of material and cost thereof based on the purchase price.

5. Employees paid from grant funds: personnel and payroll data together with substantiation that the employee was in fact working on grant-related projects.

6. Capital expenditures in excess of $300.00: description, model, serial number, date of acquisition and cost of acquisition.

. The City shall maintain records showing compliance, where applicable, with the Davis-Bacon Law, including files containing contractor payrolls, employee interviews, Davis-Bacon wage rates, and administrative cross-referencing. City shall maintain records showing contractor compliance with the Contract Work Hours and Work Safety Law. Similarly, the City shall maintain records showing compliance with Federal purchasing requirements and with other Federal requirements for grant implementation. County staff shall provide the City assistance to assure labor standards compliance.

C. The City shall have CDBG activities and funds audited annually, in accordance with Federal OMB Circular A-128 and in conjunction with the regular City audit. Copies of all audits covering the use of CDBG funds shall be provided to the County and the CDBG Administrator.

D. All records and contracts of whatever nature required by this Agreement shall be available for audit, inspection or copying at any time during normal business hours and as often as the CDBG Administrator, County, HUD, or Comptroller General of the United States, or other federal agency, may deem necessary. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any local, State or Federal agency. The City shall retain all of its records and supporting documentation applicable to the Agreement for three (3) years after either the resolution of the final audit or HUD approval of the CDBG Closeout Report, whichever is later.

ICLE XII. EVALUATION

City shall provide County and CDBG Administrator, in a form scribed by County, monthly reports summarizing the number of sing units under inspection, bid, construction, and completed, the amount of funds obligated and spent. Also included in the

monthly reports shall be an estimated completion date for each housing unit identified to be rehabilitated and for the entire Housing Rehabilitation Program. These reports shall be provided as part of the financial reimbursement process. The County shall have access to and be provided copies and transcriptions of such records as may be necessary in the determination of the County or HUD to accomplish this obligation.

ARTICLE XIII. NON-EXPENDABLE PROPERTY

Any non-expendable personal property acquired by the City for the purpose of carrying on the projects stated herein; and approved by the County in accordance with Article VIII(b), shall be subject to the provisions of the Act and Regulations including, but not limited to, the provisions on use and disposition of property. At the termination of this agreement, any grant-funded non-expendable personal property shall be made available to the County and HUD, in accordance with said provisions.

ARTICLE XIV. CONTRACT LIABILITY

The County shall not be liable to any person, firm, or corporation (except the City) who contracts with or who provides goods or services to the City in connection with the services it has agreed to perform hereunder, or for debts or claims accruing to such parties against the City; and there is no contractual relationship, either express or implied, between County and any other person, firm, or corporation supplying any work, labor, services, goods or materials to City as a result of its services to County hereunder.

ARTICLE XV. SUBCONTRACTS

All contracts made by the City to carry out the activities described in Exhibit "A" shall be made in accordance with all applicable laws, rules and regulations stipulated in this agreement. All work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each Article set forth in this Agreement.

ARTICLE XVI. INDEMNIFICATION

A. The City shall defend, hold harmless, and indemnify the County from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatever kind or nature which the County may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to the City, resulting out of fraud, defalcation, dishonesty or failure of the City to comply with the Act, and Regulations; or by reason or as a result of any act or omission of the City in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required under Article XVII of this Agreement; The City shall not be deemed to be the

insurer of third parties and shall be accountable only for the acts or omissions of the City and its officers, employees and agents.

B. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of the Agreement hereinbefore mentioned, or any other matter indemnified against the County, the County at once shall give notice in writing thereof to the City by registered or certified mail addressed to the City at its address hereinbefore given. Upon the receiving of such notice, the City, at its own expense, shall defend against such action and take all such steps as may be necessary or proper therein to prevent the obtaining of a judgment against the County.

ARTICLE XVII. INSURANCE

The City shall insure that either its insurance coverage or self-insurance program or the insurance coverage of its contracted agents are adequate and sufficient to cover the activities performed under this Agreement, as the case may be as to the particular actions undertaken. The City shall insure that the insurance requirements upon all contractors conform to and comply with all applicable Federal regulations. The City shall require all of its contractors to name both the City and the County as addiional insureds.

ARTICLE XVIII. NON-ASSIGNABILITY

The City may not assign this Agreement without the prior written consent of the County. This does not prevent the assignment of subcontracts, upon prior written approval by the County.

ARTICLE XIX. HEADINGS

All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE XX. PROGRAM INCOME

In the event that any program income is received during the contract period, the City may retain such income for use as specified in this agreement. Such program income will be immediately reported to the County and the next reimbursement request will be reduced accordingly.

If any program income is received after the term of this agreement, or at the end of the year when all remaining items have been budgeted, the program income will either be returned to the County for proper accounting into the CDBG fund, or may be used by the City for use as specified in this agreement, upon approval by the County.

ARTICLE XXI. SUSPENSION AND TERMINATION

In accordance with 24 CFR 85.43, suspension or termination may occur if the City materially fails to comply with any term of this agreement. The agreement may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

ARTICLE XXII. REVERSION OF ASSETS

Upon the expiration of the agreement the City shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under City control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 will be covered by the regulations at 24 CFR 85.

ARTICLE XXIII. CERTIFICATION REGARDING LOBBYING

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the instructions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed at the place and on the day hereinabove first written.

ATTEST:

BY: Janet R. Donahoe
JANET R. DONAHOE, City Clerk

CITY: City of Sanford, Florida

BY: Bettye D. Smith
BETTYE D. SMITH, MAYOR

Date: 2-19-91

ATTEST:

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

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

County Attorney

COUNTY: County of Seminole, Florida
Board of County Commissioners

FRED W. STREETMAN, Chairman

Date: 3-13-91

As authorized for execution by the Board of County Commissioners at their Feb. 26, 1991, regular meeting.

EXHIBIT A

This housing rehabilitation activity to be administered by the City of Sanford will address housing-related community develop- ment needs within certain lower-income neighborhoods in unincorporated Seminole County. Activities will consist of housing rehabilitation for owner-occupied housing structures and administration.

Emergency Repair: The goals of this activity are to provide a short-term solution to substandard housing conditions by upgrading certain housing stock that has been identified to present a hazard to health and safety to a suitable condition; to weatherize substandard and/or dilapidated housing; and to extend the life of such housing. All housing rehabilitation assistance will be given only to households whose income is 80% or less of the median income for the Orlando MSA, according to guidelines established by the U.S. Department of Housing and Urban Development (HUD).

BUDGET

Of the total $85,000 allocated for Housing Rehabilitation under this agreement, a maximum of $25,000 may be used for administrative costs. The remaining funds must be used for actual rehabilitation costs and incidental expenses.

LOCATION OF REHABILITATION ACTIVITIES

Housing rehabilitation activities may be located only within the defined areas of Midway, Roseland Park, Bookertown, Lockhart's Subdivision, and Johnson Hill/Oviedo (see Exhibit B for definition of boundaries).

STAFFING

Only those hours worked on functions and activities funded by Seminole County's CDBG Program may be reimbursed. Any and all other positions must be approved in writing by the Seminole County Planning Department prior to being funded in whole or in part by this program.

PROJECTED ACCOMPLISHMENTS

The City of Sanford shall provide emergency repair service to at least ten (10) eligible housing units during the term of this Agreement.

MAXIMUM COST PER STRUCTURE

The maximum amount of assistance per unit shall be limited to $8,000 per housing unit. This limit may be raised an additional $800 on a case-by-case basis, upon written approval by the County, but no more than three (3) units may exceed $8,000 during the period of this Agreement.

TYPES OF ASSISTANCE

Assistance to owners of rental housing units may be in the form of grants, loans, or deferred payment loans. Prior to the issuance of the Notice to Proceed by the County, the City shall submit its program design to the CDBG Administrator for approval. Any subsequent changes or amendments must also be approved in writing by the CDBG Administrator. All terms of the grants and/or loans shall be outlined in the contract agreement between the property owner and the City of Sanford. All program income in the form of loan repayments to the City of Sanford must either be used directly for housing repair services and activities (not for administrative activities) or be returned to Seminole County, but in any event, must be reported monthly to the County during the term of this agreement and annually (by September 30 of each year) after the end of this agreement.

OCCUPANT STATUS/DISPLACEMENT

All housing units receiving assistance under this program must be owner-occupied single-family housing units. No occupant of an occupied unit prior to rehabilitation shall be involuntarily displaced. All projects shall conform to the County Anti-Displacement Strategy.

REPORTING

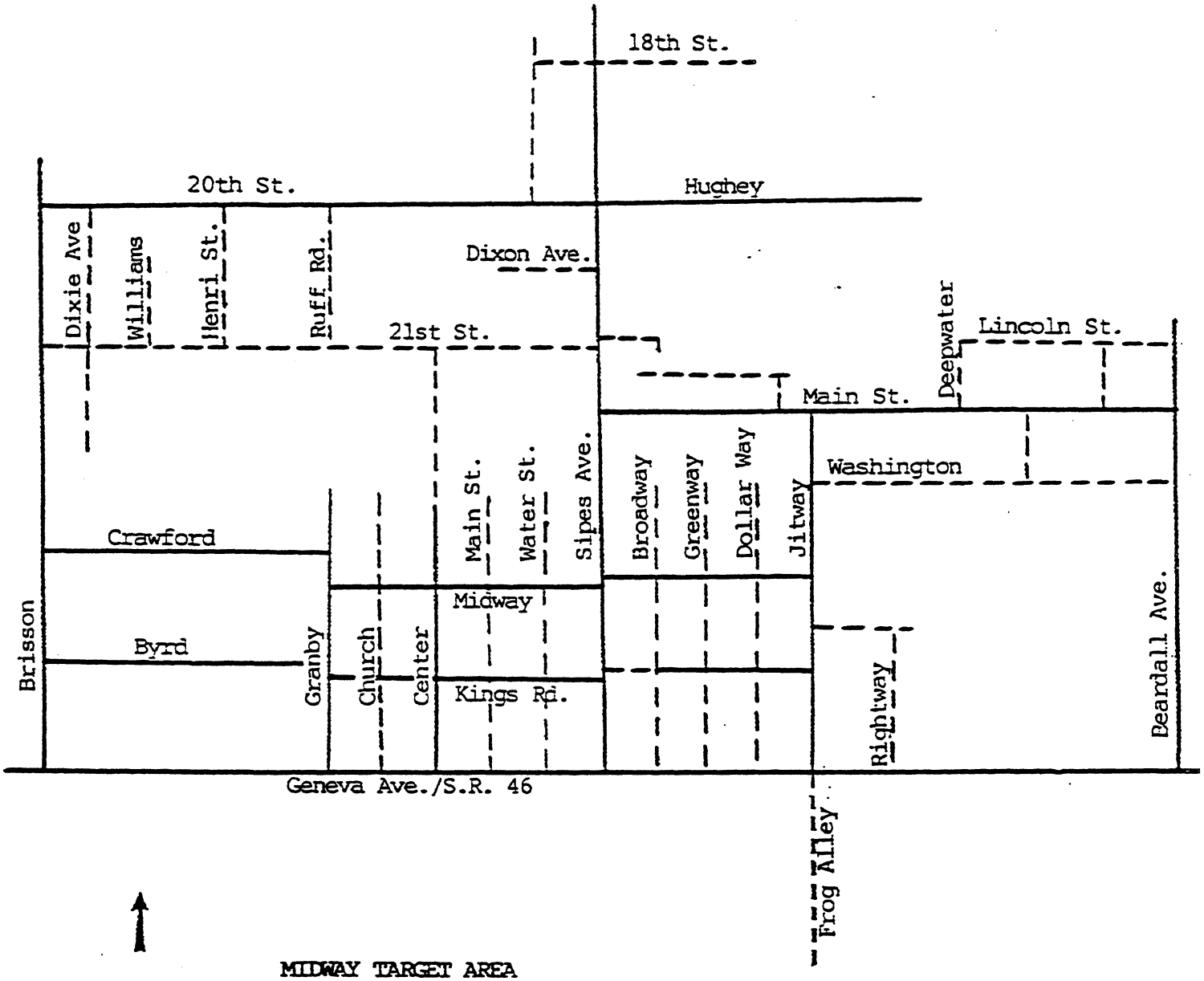
The City of Sanford shall submit monthly reports to Seminole County using the form(s) and/or format approved by the County. The CDBG Rehabilitation Program Subrecipient Report shall comprise the format of the required monthly reports.

SPECIAL REGULATIONS

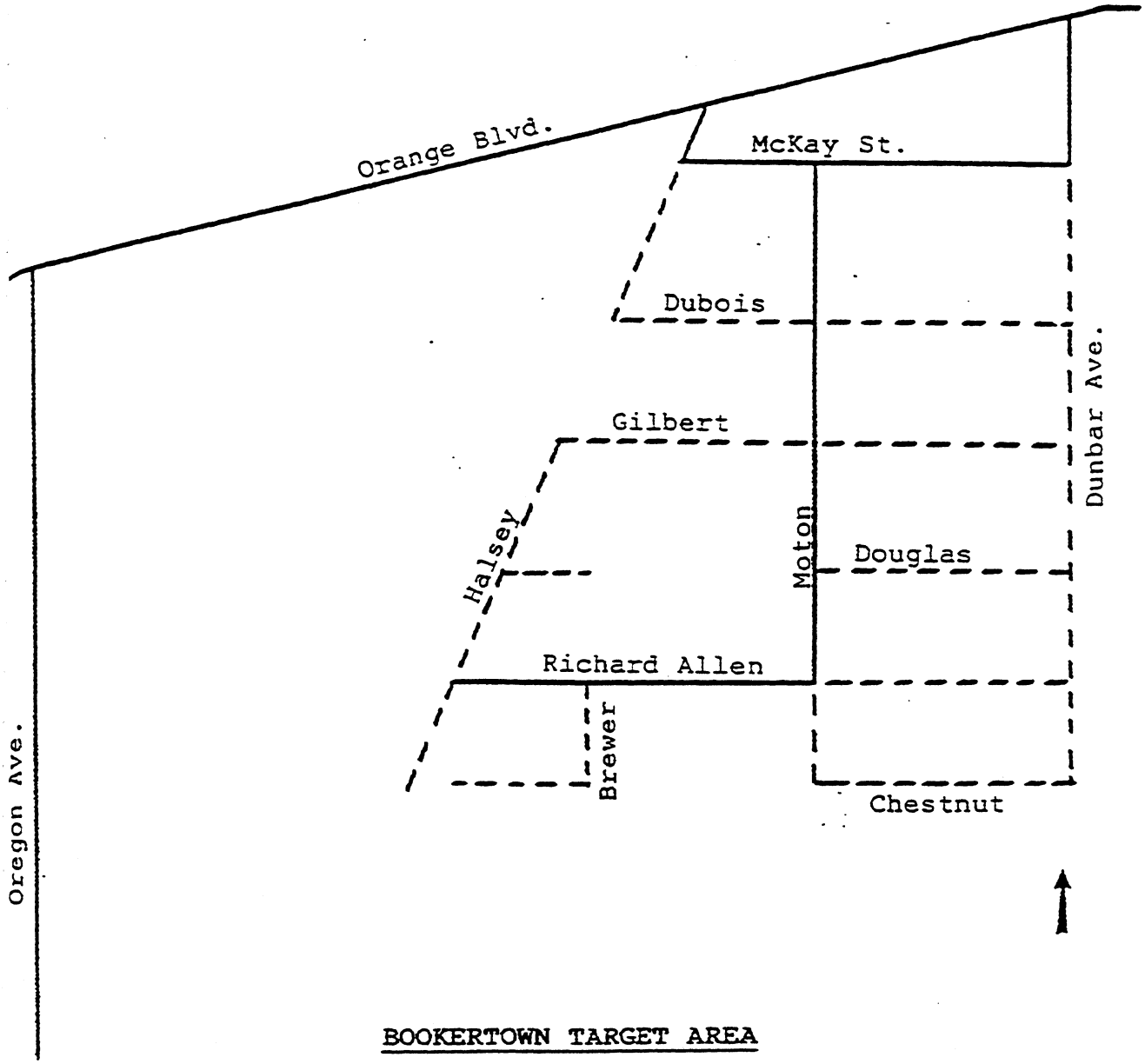
The City will, in the operation of this agreement, pay attention to the HUD regulations regarding lead-based paint, the site-specific environmental clearances, and the rules mandated by Section 104(d) of the Housing & Community Development Act of 1974, found in 24 CFR 570.496a and 24 CFR 570.606, as amended.

(screhab.agr)

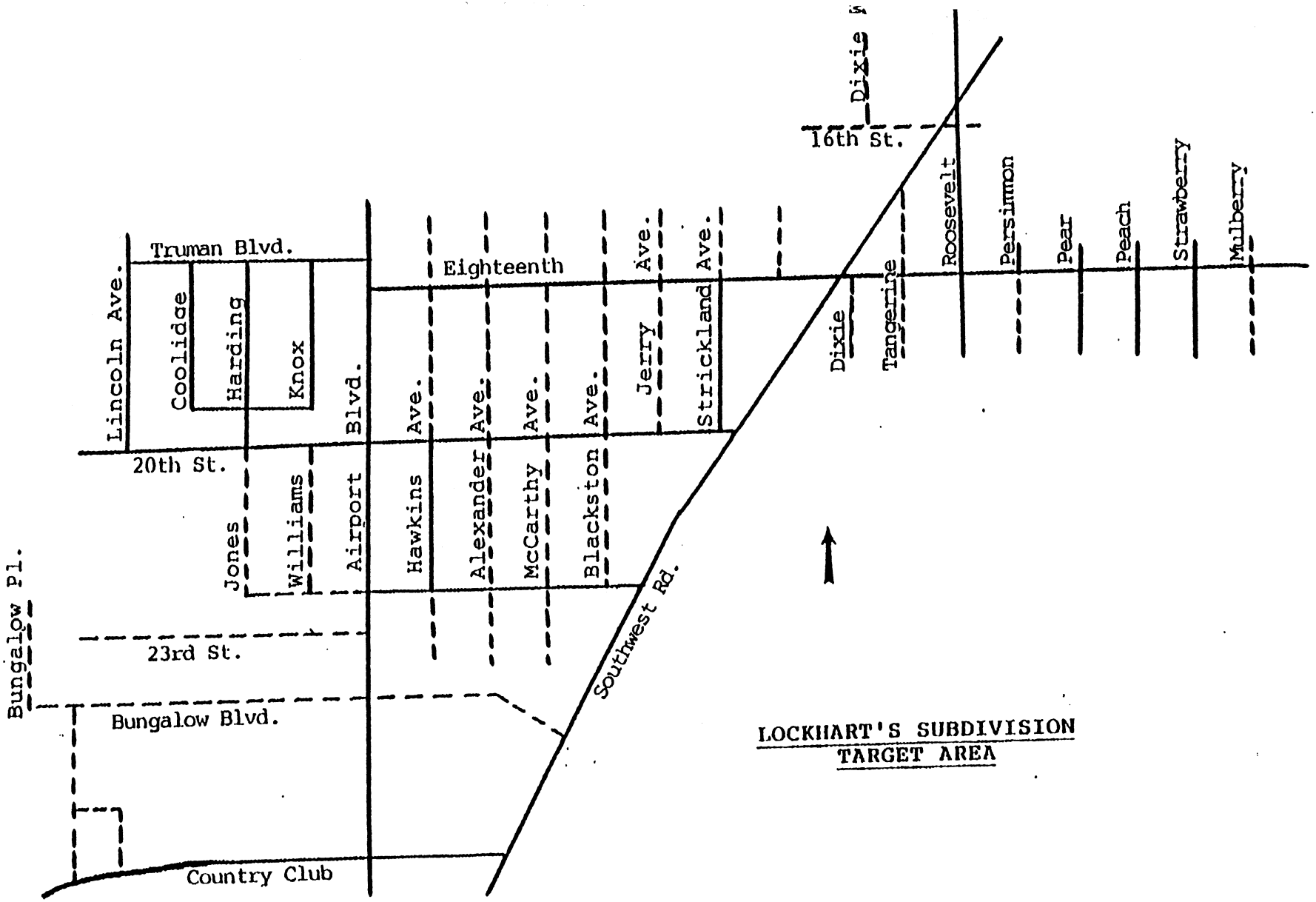
EXHIBIT B



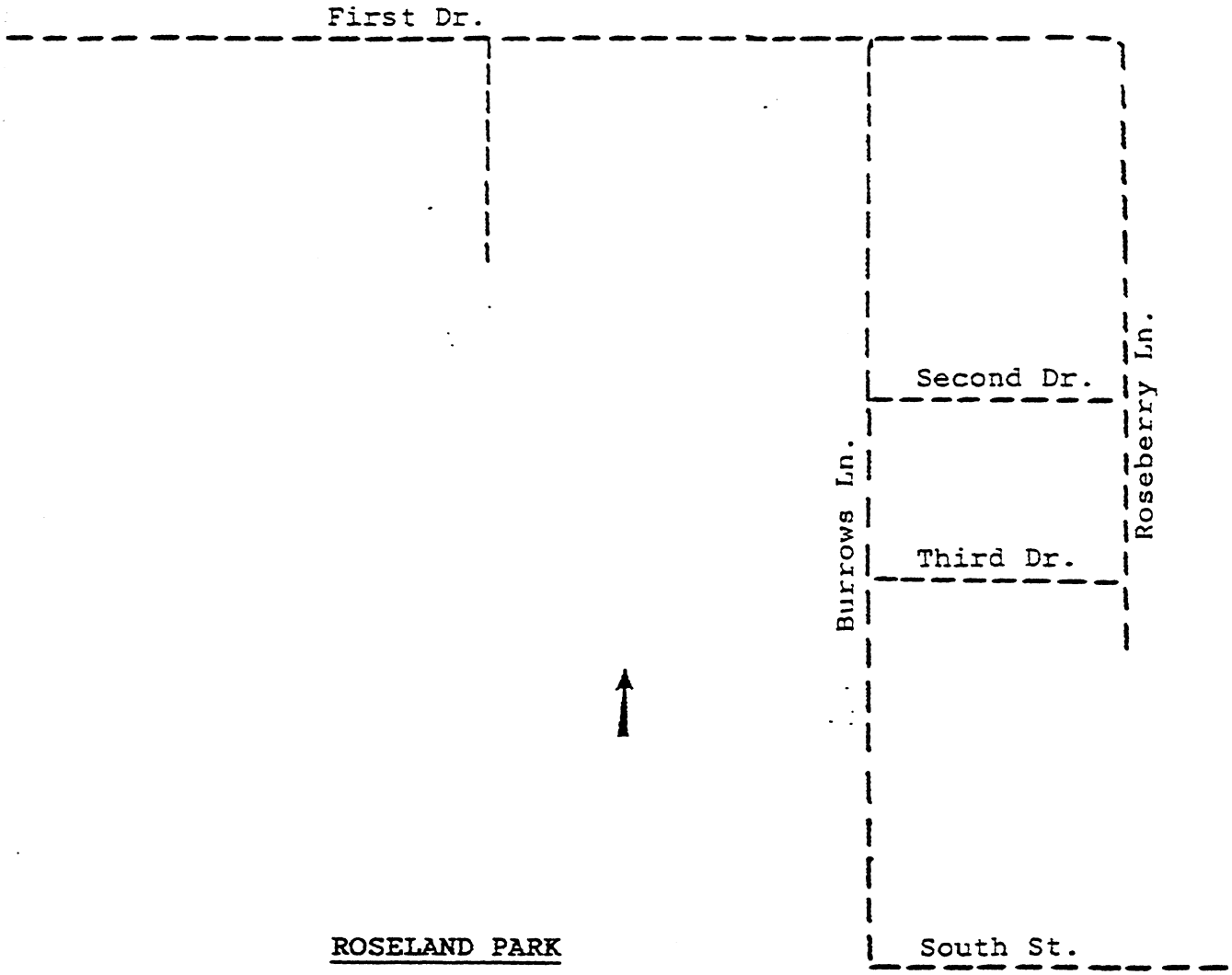
MIDWAY TARGET AREA



BOOKERTOWN TARGET AREA

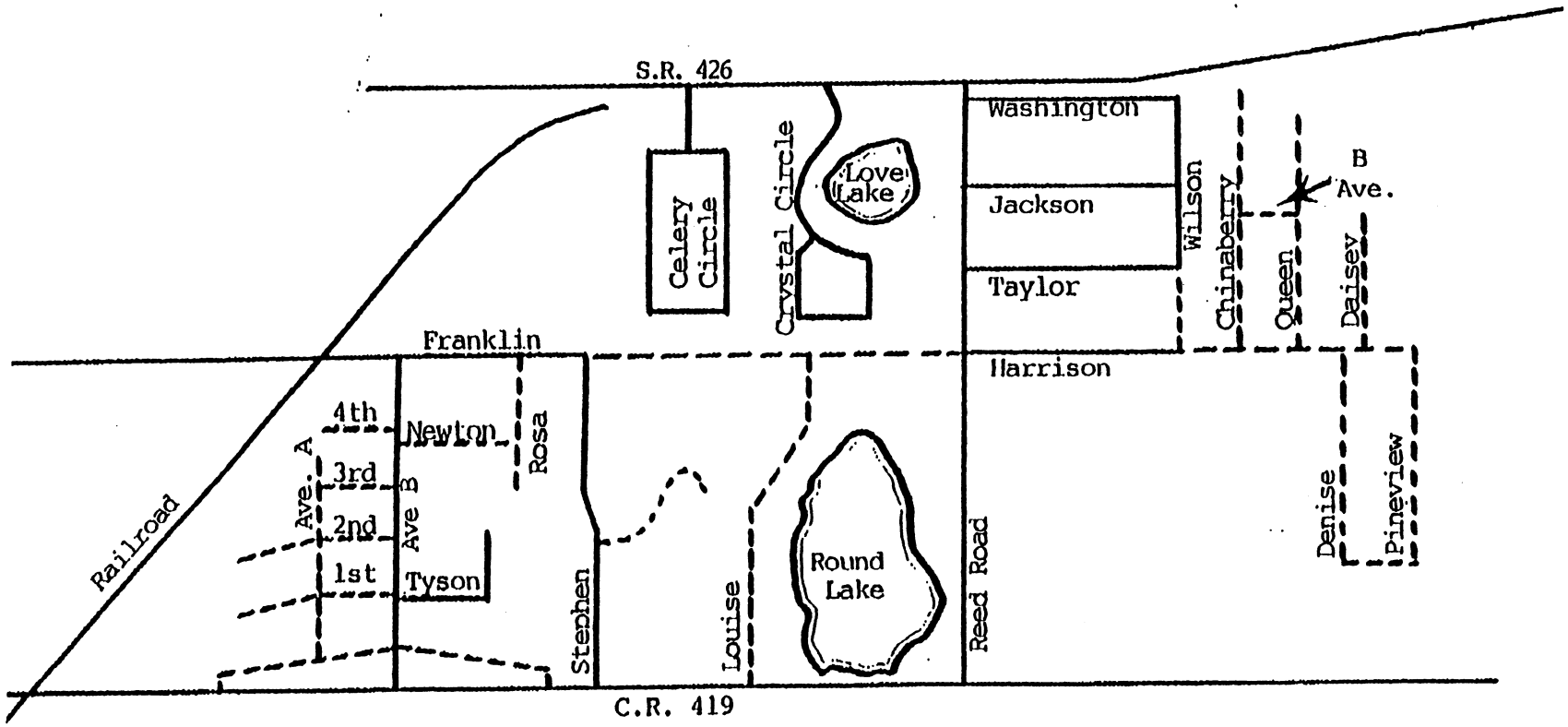


LOCKHART'S SUBDIVISION
TARGET AREA



ROSELAND PARK

TARGET AREA



OVIEDO/JOHNSON HILL

TARGET AREAS

PROPOSED MCINTOSH AGREEMENT

KEN MCINTOSH DRAFT

SEMINOLE COUNTY/CITY OF SANFORD
JOINT PLANNING INTERLOCAL AGREEMENT

THIS JOINT PLANNING INTERLOCAL AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into this _____ day of _____, 2003, 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 SANFORD, Florida a municipal corporation whose address is Post Office Box 1788, Sanford, Florida, 32772-1788, hereinafter referred to as the "CITY."

W I T N E S S E T H:

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 the COUNTY have previously entered into Interlocal Agreements; and

WHEREAS, the Board of County Commissioners and the Sanford City Commission have executed joint resolutions that expressed their consensus agreement as to urban planning, transportation impact fees, first response fire service, future annexation limits for the CITY, and water and wastewater service area boundaries for the COUNTY and the CITY in the Sanford/Seminole County Joint Planning Area (hereinafter referred to as the Joint Planning Area); and

WHEREAS, the COUNTY and the CITY have determined that it is in the best interests of the citizens of the COUNTY and the CITY that this Interlocal Agreement also be entered into, 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 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 COUNTY and the CITY have reviewed their respective future land use designations and land development regulations 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, services delivery, joint land use planning, and conflict resolution, among other things;

WHEREAS, the provisions of this Agreement are consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), the Strategic Regional Policy Plan adopted by the East Central Florida Regional Planning Council, the comprehensive plans of the COUNTY and the CITY, the Seminole County Home Rule Charter, the CITY'S Charter, Chapters 125, 163, 166, and 171, Florida Statutes, and other applicable laws; 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 the parties are highly desirable; and

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

WHEREAS, the Joint Planning Area and future annexation transition boundaries should be specifically defined; 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 contraction of the CITY's jurisdictional boundaries; and

WHEREAS, the parties have the lawful right and power to enter into the 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. That each and every of the foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. PURPOSES OF AGREEMENT/JOINT PLANNING AREA.

(a) The purposes of this Agreement are to:

(1) Provide for joint land use planning.

(2) Develop planning and land use principles and goals, policies and objectives relative to land use planning in areas of Seminole County that are impacted by the actions of both the COUNTY and the CITY or which are of concern to the COUNTY and/or the CITY.

(3) Protect the general rural character of the Rural Areas of Seminole County as depicted in the Seminole County Comprehensive Plan, as it may be amended, by establishing limits for and conditions relating to future annexations by the CITY.

(4) Provide for mutually agreeable future land use designations that will ensure land use compatibility between the COUNTY and the CITY.

(5) 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.

(6) Promote continued intergovernmental coordination and cooperation between the COUNTY and the CITY.

(7) Reduce conflicts relative to land use matters and resolve any disputes that may arise in accordance with agreed upon procedures and State law.

(8) Provide for constructive collaboration during the course of each jurisdiction making land use and annexation or contraction decisions;

(9) 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 the law.

(b) It is the intent of the parties to work together in a spirit of collaboration, harmony and coordination in any and all matters relating to land use actions and decisions.

(c) The policies and procedures set forth herein shall apply only in the Joint Planning Area.

(d) For the purpose of this Agreement, the "Joint Planning Area" means the area reflected in Exhibit "A" to this Agreement, which Exhibit is incorporated herein by this reference thereto as if fully set forth herein verbatim.

SECTION 3. COMPREHENSIVE PLANNING, FUTURE LAND USES AND DEVELOPMENT APPROVALS.

(a) **Findings**. The COUNTY and the CITY have jointly reviewed their respective future land use designations and land development regulations for consistency between their respective jurisdictions. It has been determined that many of their respective future land use designations and land use regulations are equivalent and of similar nature.

(b) **Future Land Use Equivalency**. Exhibit "B", attached hereto and entitled "Future Land Use Equivalency Chart", sets forth equivalent future land use plan map designations with related intensities and densities between the respective CITY and COUNTY comprehensive plans except to the extent set forth in Section 3(c). Said Exhibit is incorporated herein by this reference thereto as if fully set forth herein verbatim. The Future Land Use Equivalency Chart shall provide the basis for review by the COUNTY and the CITY of future land use element consistency and compatibility determinations with regard to the respective future land use plan elements of the CITY and the COUNTY. Particular reference is made to lands adjacent to the jurisdictional limits of the CITY and the COUNTY and to lands that may be annexed by the CITY. Actions relating to parcels of land annexed into the CITY or developed in the unincorporated area which develop to an equivalent land use designation shall not be opposed by the CITY or COUNTY based upon the compatibility of land use type, density or intensity. The Future Land Use Equivalency Chart may be amended from time to time as agreed upon by both parties and each such proposed amendment shall include, an assessment and evaluation of all required planning elements including, but not limited to:

(1) Public services and facilities (e.g., water, drainage, sewer, roads, public safety, law enforcement, schools, library services, etc.)

(2) The identification and evaluation of current supply of vacant land already designated for the proposed land use category.

(3) Fiscal impacts related to the cost of and payment for urbanization.

(4) Rural/Urban transition controls.

(5) Designation and protection of parks, conservation areas, open space, flood prone and environmentally sensitive areas within the "Joint Planning Area."

(c) **Recommendations for Future Comprehensive Plan Amendments**. The purpose of developing jointly acceptable long range land use recommendations is to provide consistent guiding principals from which land use plan amendments can be reviewed. The "Recommendation for Future Comprehensive Plan Amendments" labeled Exhibit C and incorporated herein by reference, sets forth land use designations that may be assigned to certain property in the future. It is understood by the parties that these changes have not yet undergone extensive public review and may require services and facilities beyond those currently allotted in the COUNTY'S or CITY'S respective Comprehensive Plans' Capital Improvement Elements. Parcels of land in the CITY proposed to be developed in a manner clearly consistent with the recommendations contained in "Exhibit" C will not be opposed by the COUNTY. However, such proposed development must first undergo joint review by the CITY and COUNTY regarding facilities and services to ensure that adopted levels of service are maintained. Parcels of land in the unincorporated COUNTY proposed to be developed in a manner clearly consistent with the recommendations contained in Exhibit "C" will not be opposed by the CITY. However, such proposed development must first undergo joint review by the CITY and COUNTY regarding facilities and services to ensure that adopted levels of service are maintained.

(d) **Intent to Cooperate**. It is the intent of the parties to work together in a spirit of collaboration, harmony and coordination in any an all matters relating to land use actions, amendments, and decisions.

(e) **Joint Review of Comprehensive Plan Amendments**. During the development, drafting, and consideration phases of the respective comprehensive plans or any plan amendments of the COUNTY and the CITY, the staffs of the COUNTY and CITY shall transmit respective draft planning documents to the other party's planning staff as part of the public participation processes and intergovernmental coordination mechanisms. Each staff shall compare each other's plan or plan amendments to determine whether the proposed land uses and policies are consistent and equivalent.

SECTION 4. ANNEXATION AND LAND USE JURISDICTION.

(a) **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 rezoning, development orders or plat approvals as long as such actions are taken in accordance with the terms of this Agreement and said lands shall retain the zoning classification assigned to them by the COUNTY in accordance with and by operation of State law. The CITY shall amend its comprehensive plan to include annexed lands during its plan amendment cycle immediately following such annexation. Plan amendments and/or rezoning that are not consistent or compatible shall undergo full joint COUNTY/CITY review.

The parties shall avoid the creation of enclaves and halt any serpentine annexation manipulations in the "Joint Planning Area."

(b) **Land Use and Zoning Designations for Parcels De-annexed from the CITY**. Upon de-annexation of CITY property into the COUNTY, the COUNTY shall apply a COUNTY zoning district designation in accordance with this Agreement. The COUNTY shall amend its comprehensive plan to include the newly annexed lands during

its first plan amendment cycle immediately following such new annexation or by initiating a comprehensive plan amendment.

(c) **Annexation Criteria and Restrictions**. The COUNTY agrees, to the extent permitted by law, not to oppose the annexation of any parcel that is contiguous and relates to lands in the Joint Planning Area located East of Interstate 4. The parties further agree that the CITY will not permit development at any density greater than one dwelling unit per net buildable acre in an area identified as number "5" in Exhibit "A".

SECTION 5. DEVELOPMENT ALONG CELERY AVENUE. Property located adjacent to Celery Avenue shall be developed at a density of one or two units per net buildable acre accept as specifically designated in Exhibit C (Reference Number 2). Central water and sewer lines shall be installed prior to any development along Celery Avenue. Celery Avenue shall be improved in accordance with the Celery Avenue Overlay Standards adopted by the parties. Prior to December 31, 2008, the CITY shall assume responsibility for total maintenance of the improved Celery Avenue.

SECTION 6. COORDINATION OF MISCELANEOUS 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 throughout the "Joint Planning Area."

(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, amendments, or revisions proposed in their jurisdiction by providing the other jurisdiction with written notification of the pending

update, amendments, or revisions at least two (2) weeks prior to any official action on the matter. Land Development Code updates relating to the Higher Intensity Planned Development District in the Interstate Highway 4/State Road 46 area will undergo joint review and shall be incorporated into both CITY and COUNTY land development codes in order to more effectively manage development of their higher intensity area.

(c) **Review of Development Proposals for Transportation Impacts Analyses.** Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and comment upon planned development project rezonings, proposed subdivisions and site plans located adjacent to the other's jurisdiction by providing all related documentation to the other jurisdiction at least two (2) weeks before any official action is taken on the matter.

SECTION 7. 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 resolution procedures of the Intergovernmental Planning Coordination Agreement of 1997 will be followed and shall control as to any disputes between the parties.

(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) **Standing by Effected Private Property Owners.** Nothing in this Agreement shall be deemed in any way to impair or waive any rights deriving 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.

(d) **Time of Actions**. The parties agree, to the extent practicable, to time their respective actions to maximize intergovernmental coordination, communication, and cooperation.

(e) **Joint Review**. "Joint Review" as used in this agreement shall mean that the Planning Directors of each jurisdiction shall jointly review and discuss each proposed land development action. Should the joint review not result in an agreement between the jurisdictions, the matter shall be taken through the formal conflict resolution procedures described in this section for resolution.

SECTION 8. CONFLICT OF INTEREST. The parties agree that they will not take any action that creates of carries a conflict of interest under the provisions of Part III, Chapter 112, Florida Statutes.

SECTION 9. TERM. This Agreement shall be in effect for a five (5) year period beginning the date on which it is fully executed by the parties and a certified copy shall be recorded in the Public Records of Seminole County, Florida. This Agreement shall be automatically renewed for a subsequent five (5) year period unless one (1) of the parties hereto gives the other party at least ninety (90) days advance notice, in writing, of its intention not to renew this Agreement.

SECTION 10. NOTICE. Contact persons for this Agreement shall be the City Manager and the County Manager.

FOR THE CITY OF SANFORD

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

FOR THE COUNTY

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

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

ATTEST:

CITY OF SANFORD

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

By:_____
BRADY LASSARD, Mayor

Date:_____

ATTEST:

BOARD OF COUNTY COMMISIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
DARYL G. MCLAIN, Chairman

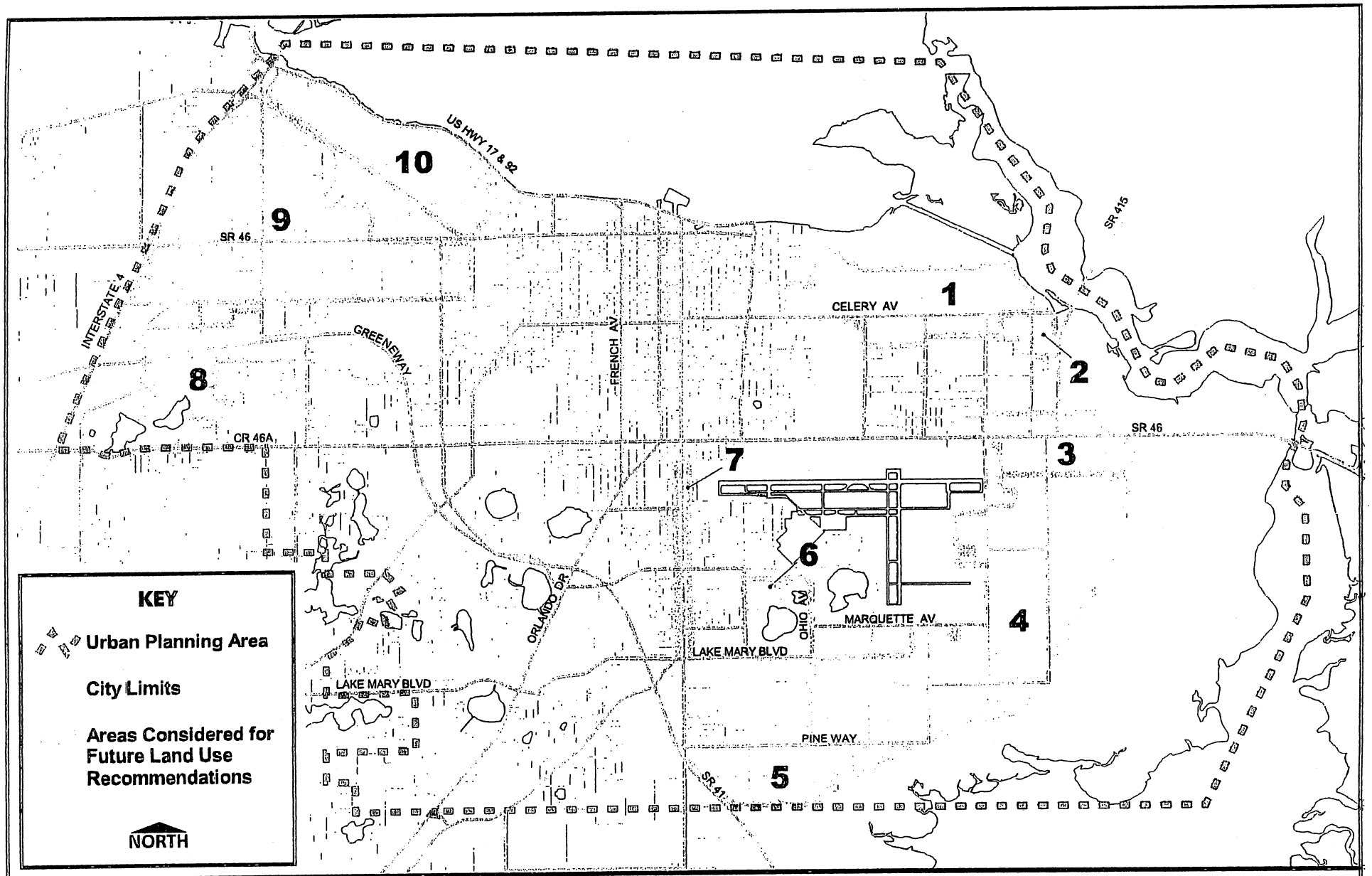
Date:_____

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

_____
County Attorney

As authorized for execution by the
Board of County Commissioners at their
regular Meeting of_____,20____.

EXHIBIT "A"



J:\ARCVIEW\LAND_USE\Joint plan area4.apr

Seminole County / City of Sanford Joint Planning Area

Recommendations for Future Comprehensive Plan Amendments

EXHIBIT "B" - FUTURE LAND USE EQUIVALENCY CHART

Future Land Use	City Land Use	City Zoning	County Land Use	County Zoning
Low Density Residential - Single Family	LDR - SF 6 DU/Acre Gross	SR-1AA; SR-1A; SR-1; PD; AG	LDR 1-4 DU/Acre Net	A-1, AC, RC-1, R-1, R1-A, R1-AA, R1-AAA, R1-AAAA, PLI, PUD
Medium Density Residential	MDR-10 10 DU/Acre Gross	SR-1AA; SR-1A; SR-1; MR-1; PD; AG	MDR 4-10 DU/Acre Net	All LDR Zonings, RM-1; RM-2; R-2; R3A; R1-B; R1-BB; RP
Medium Density Residential	MDR-15 15 DU/Acre Gross	SR-1AA; SR-1A; SR-1; MR-1; MR-2; PD; AG	HDR High Density Residential Over 10 DU/Acre Net	All MDR Zonings; R-3; R-4
High Density Residential - 20 DU/Acre	HDR	SR-1AA; SR-1A; SR-1; MR-1; MR-2; MR-3; PD; AG	HDR	All MDR Zonings; R-3; R-4
Office	ROI Residential-Office-Institutional	MR-1; MR-2; MR-3; RMOI; PD; AG	Office	OP; RP; AC; A-1; PLI; PUD
Commercial	NC-Neighborhood GC- General	RMOI; RC-1; GC-2; PD; AG	Commercial	All Office Zonings; CN; CS; C-1; C-2; PCD
Industrial	I - Industrial	RI-1; MI-2; PD; AG	Industrial	C-3; M-1A; M-1, A-1; OP; C-1; C-2; PCD; PII; PUD; DC

Future Land Use	City Land Use	City Zoning	County Land Use	County Zoning
Mixed Use	Waterfront Downtown Business District	All	Mixed Development	PUD, PCD, PLI. MRO, MROC, MROCI
High Intensity I-4 Planned Development	HI-I-4 High Intensity WIC - Westside Industry and Commerce	PD; AG	High Intensity Planned Development – Target Area HIP-TI	PUD; PCD; PLI; TI
High Intensity Airport Planned Development	AIC - Airport Industry Commerce	PD; AG; R-I-1	High Intensity Planned Development - Airport	PUD, PCP, PLI, TI, MRO, MROC, MROCI
Public/Semi-Public	PSP	All Zones	Public/Quasi Public Recreation	PLI; AC; A-1
Conservation	RP - Resource Protection	All Zones	Conservation	AC; A-1
General Rural	SE – Suburban Estates (1 DU/ Acre) Gross	AG; PD	Suburban Estates 1 DU/Acre Net	AC; A-1; PLI; RM-3

EXHIBIT C
SEMINOLE COUNTY/CITY OF SANFORD JOINT PLANNING AREA
RECOMMENDATIONS FOR FUTURE COMPREHENSIVE PLAN AMENDMENTS

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
1	Celery Avenue Residential	Suburban Estates	Density shall be as established in the Seminole County Comprehensive Plan, Vision 2020 and in no event shall such density be more than two (2) dwelling units per Net buildable acre. Any proposed development within the Midway Basin that exceeds one (1) dwelling unit/net buildable acre will connect to sewer and water services. Development on the north and south sides of Celery Avenue shall be subject to the Celery Avenue Overlay standards adopted by both the City and County These standards will include provisions for dedication of right-of-way and construction of a a twelve (12) foot wide bicycle path along the north side of Celery Avenue and a sidewalk on the south side.
2	Celery Avenue/SR 415 Mixed Used	Industrial/Suburban Estates/Conservation	Mixed Development (multifamily, commercial, light industrial) for those parcels located south of Celery Avenue, between 1373 feet west of Cameron Avenue and SR 415. All development will be required to connect to central water and sewer services. Density shall be as established in the Seminole County Comprehensive Plan, Vision 2020 and in no event shall such density be more than three (3) dwelling units per Net buildable acre.

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
3	Intersection of SR 46/CR 415	Commercial/Industrial/ Suburban Estates	Provide for a commercial node to serve the eastern portion of the City. Any proposed development within the Midway Basin that exceeds one dwelling unit/net buildable acre will be required to connect to water and sewer services.
4	South & East Side of Airport	Suburban Estates/Conservation/ HIP - Airport	Establish Ohio Avenue as the line separating low density residential uses to the west and airport-related uses to the east. Lands designated as industrial west of Ohio Avenue shall maintain that designation. These recommendations are based on the Part 150 Noise Exposure Maps and Compatibility Plan prepared in 2001 for the Orlando Sanford Airport by Environmental Science Associates (ESA) and supported by figures from the Airport Master Plan prepared by Post, Buckley, Shuh and Jernigan and dated July, 2002. This document identifies noise exposure areas through 2006. In addition, these recommendations are supported by figures from the Airport Master Plan which indicate that from 2000 to 2020, airport passengers will increase by 660% and airport operations by 65%. There will be increased noise exposure from future expansion of Runway 18-36 to the

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			• Attendant retail; • Service and Hotel Uses; • Medium and high density rental residential Developments. • Agricultural uses Single family residences shall only be allowed on existing one-acre suburban estates or larger lots. No new lots or tracts shall be created for single-family uses and existing parcels may not be subdivided for residential uses other than multifamily rental uses. An avigation easement shall be required and included in the recorded deed of any property prior to the construction of a single family dwelling unit or multifamily uses. All development must be phased concurrent with major public roadway improvements and installation of drainage, sewer and water utilities. The City and County shall require land use changes and/or zoning changes to ensure that existing neighborhoods in the area are converted to airport compatible uses. This transition of uses must minimize adverse impacts on the neighborhood during the conversion process.

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			Seminole County and Sanford will encourage mass transit facilities in the area and jointly work toward the restoration of Lake Jesup. Resource Protection and Conservation lands must be protected from the adverse impacts of intense development through the use of open space requirements, clustering, conservation easements, wetland buffers and transition areas.
5	South of Pineway	Low Density Residential/Suburban Estates	New development will be restricted to Low Density Residential/Suburban Estates.
6	Silver Lake	Low Density Residential/Suburban Estates	Extend this area to include the area bounded by Ohio Street on the east; Mellonville Avenue on the west; Onoro Street on the north and east; Lake Mary Blvd. on the south. The existed "Medium Density Residential" and "Industrial" Future Land Use designations as set forth in the Sanford or Seminole County Comprehensive Plans, as of the date of execution of this Agreement, shall be the total and sole amount of Medium Density residential and Industrial land uses allowed. Heights of multifamily buildings must be compatible with single family units in the area. The County shall amend its Land Development Regulations

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			to ensure that a parcel zoned for single family use is protected from adjacent multifamily developments by a setback of at least fifty (50) feet for one story buildings and at least one hundred (100) feet for buildings of two or more stories. A one story multifamily development shall also install a buffer of twenty-five (25) feet in width and a two or more story multifamily development shall install a buffer of at least fifty (50) feet in width.
7	Sanford Avenue	Medium Density Residential/Commercial	Recommend maintaining Medium Density Residential uses and Neighborhood & Commercial/Office frontage on Sanford Avenue two lots deep on a case-by-case basis. Prohibit commercial in Woodmere on east side of Sanford Avenue.
8	West of Upsala/North of CR 46A	Low Density Residential	Recommend Medium Density Residential (up to 10 du/ac) north of Indian Trace City PUD and on Upsala Road and West of Oregon. Recommend High Density Residential north and west of Twin Lakes along the Rinehart Road extension adjacent to Higher Intensity Planned District area.
9	East of I-4	Higher Intensity Planned Development	The City has amended its Comprehensive Plan to require PD zoning in this area. All lands in this area annexed by the City subsequent to the JPA have received land use designations of Westside Industry Commerce, one of the City's

Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			equivalent designation to HIP – TI. City and County Comprehensive Plan policies for this area are very similar, with the City's densities and floor areas being slightly less intense than the County's. The County and the City established gateway corridor standards for SR 46 in order to have compatible and attractive development in the area. This area is developing rapidly, consistent with the both the City and the County's Comprehensive Plan policies and identical corridor standards. The County and City, working together, have been successful in minimizing urban sprawl, providing affordable housing opportunities and targeting industrial and commercial growth in this area. Both the County and the City will continue to ensure that the area is developed consistent with their mutually agreed upon standards and policies.
10	North of the Railroad/ South of US 17-92	Suburban Estates/Low Density Residential/Industrial	The City has established a new land use designation for this area, Waterfront Downtown Business District in order to provide a planning and management framework for promoting the revitalization, development and redevelopment of the Lake Monroe waterfront and the historic downtown area. All parcels between the railroad and US 17-92 from Mellonville Ave. to I-4 will take this designation as they are annexed into the City.

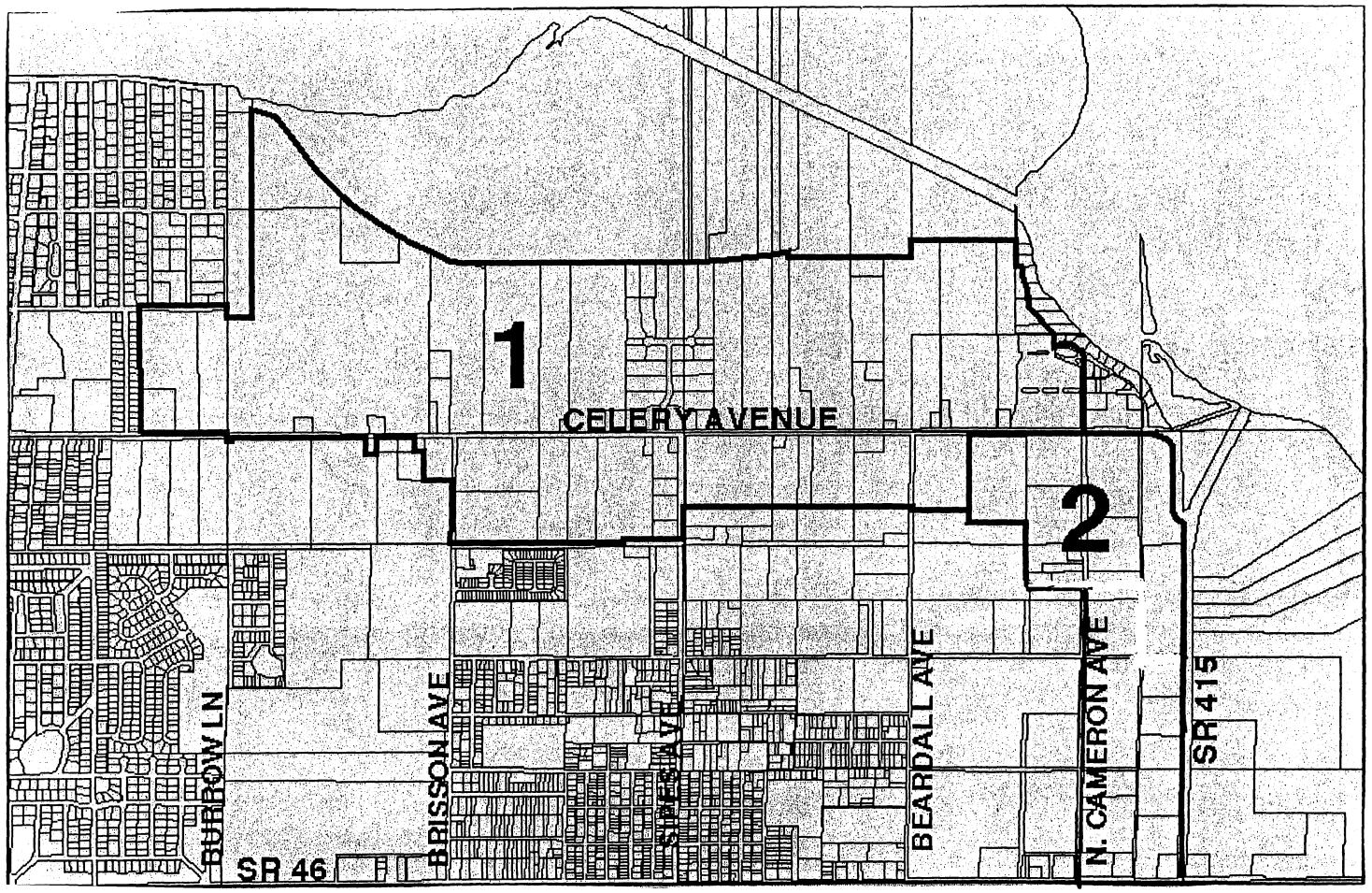
Reference Number	General Location	SEMINOLE COUNTY ADOPTED LAND USE	FUTURE LAND USE RECOMMENDATIONS/COMMENTS
			The maximum intensity of nonresidential development, other than industrial, measured as a floor area ratio (FAR) is 2.0 for the areas east of French Ave., and .35 for the areas west of French Ave. These FAR's are intended to illustrate the amount of development on both specific parcels and in the district overall. The maximum density for residential development shall be 50 units per acre. The maximum FAR for industrial uses will be .5. The implementation of the Waterfront /Downtown Business Land Use Designation will not require amendments to the zoning map and land development regulations and all underlying zoning requirements and land development restrictions will remain in place, including those that ensure the protection of environmentally sensitive lands, wetlands, floodplains and drainage ways, aquifer recharge areas, aquatic habitats, native vegetation and wildlife habitats. All efforts should be made to protect existing single family areas from the impacts of more intense development through the use of added buffering and transition of building heights.

EXHIBIT "D"
TRANSITION ZONE 1 AND 2
FUTURE LAND ANNEXATION AREAS

Transition Annexation Zone to be established and delineated as Zone 2, Expanded.

(Celery Avenue on the N, SR 46 on the S; Pt. 1373 west of Cameron Expanded on the W, SR 415 on the East.)

Note: To be discussed and negotiated 9/24/03, @ Community Meeting.



REVIEW OF

CELERY AVENUE OVERLAY STANDARDS

September 24, 2003

I. *General*

The Draft Celery Avenue Overlay Standards represent a positive step to provide additional enhancements for the area. As presently written, the standards are similar to other county roadway corridor standards. They provide enhancements to suburban-style development criteria.

II. *Purpose*

The Celery Avenue Area is currently a **rural community**. Most homes are located on parcels and tracts of greater than one acre. The area's backdrop is a large conservation area adjacent to the St. Johns River/Lake Monroe. The neighborhood's residents have expressed the desire for the area to retain its rural character. Rural character is different than suburban character. Rural roadways have open drainage as opposed to curb and gutter sections. Rural landscape is varied with occasional vistas; suburban landscape tends to be linear and standardized.

Recommendation: The purpose section should include wording that more closely articulates the purpose of the overlay standards. The purpose section should be amended and expanded with the following theme:

Preserve and enhance the rural character of Celery Avenue.

III. *Corridor Defined*

The corridor definition appears reasonable.

IV. *Buffers*

Rural character means variety and variance as opposed to uniformity and symmetry typical of suburban treatments. The buffer area adjacent to the roadway is the key to preserve and enhance the rural character. Twenty feet is not a sufficient width to maintain or enhance the rural character. The landscape treatment should also be strengthened.

Recommendation. A minimum buffer of fifty (50) feet in width will provide a better measurement for a minimum roadside landscape area requirement. Development should provide a ***varied*** landscape width that would meet the required landscape area standard. Landscaping should be required in clusters for higher impact. A variety of canopy trees, understory trees and hedges should be clustered, not linear.

The recommended minimum landscape treatment follows:

- Canopy Trees: Eight (8) per one hundred (100) lineal feet (3 inch caliper)
- Understory Trees: Ten (10) per one hundred (100) lineal feet (1 ½ inch caliper)
- Total: 18 trees total per 100 feet
- Shrubs: Seventy (70) shrubs per one hundred (100) lineal feet of frontage. Shrubs shall be placed in a nonlineal manner and, wherever possible, in clusters containing no less than seven shrubs each.

Ensure that a varied appearance takes place:

- Some varied color is desirable: Arrange landscape to display variety and color by utilizing flowering and variegated species whenever possible. Use a combination of shrubs and ornamentals. But don't use ornamentals for more than fifty (50) percent of the required shrubs.
- Landscape should emphasize **organic and natural appearance**: Arrange materials in an organic or curvilinear manner that is similar to and consistent with natural adjoining areas which have been preserved. Discourage linear arrangements.
- Allow a portion of stormwater retention requirements within the buffer. Again, emphasize natural appearance. Discourage rectangular shapes. Limit retention to about 1/3 or 30 percent of required landscaped area noted above.

Brick Walls – Dedication of access rights could help prevent future curb cuts for double frontage lots. Brick walls often reflect suburban rather than rural character. However, brick is preferred over wood or vinyl. If a wall is needed, transparency (metal/wrought iron) in combination with brick walls or brick columns should be encouraged. Berms are also recommended with landscape. Require deed restrictions to hide yard and vehicle storage.

V. *Building Setbacks*

Measuring from the centerline is a consistent method of establishing setbacks fro roadways. Pushing back pool and other accessory structures is desirable. No change recommended.

VI. *Building Height*

Two story construction represents a typical maximum height of buildings in most rural areas. Building heights of fifty feet look suburban or urban.

Recommendation: The thirty-five foot (35') maximum building height should be maintained throughout the Celery Avenue Corridor including both the low density residential and mixed development areas (Zones 1 and 2).

VII. *Lighting*

Recommendation: Lighting should require **full cutoff** fixtures that always face down. This standard insures that lighting is confined to the site and prevents light from shining upwards or outward. Lighting examples are attached as Exhibit 1.

VIII. *Sidewalks and Trails*

The City of Sanford and Seminole County bicycle/pedestrian/trail plans call for a bicycle/pedestrian trail system to connect with Riverwalk, the Zoo and the Volusia County trail system, eventually creating a loop around Lake Monroe. This long-range vision includes Celery Avenue and should be considered with these Overlay Standards.

Recommendation: Seminole County should require a 10-12 foot pedestrian/trail facility on the north side of Celery Avenue. This recommendation recognizes right-of-way constraints on Celery Avenue and that the connected trail system is more important than one 5 foot sidewalk on each side of the road. Also, a separation of 5-7 feet between the road and the pedestrian/trail facility should be provided.

IX. *Signs, Walls and Fences*

No recommended change, assuming that county code includes a minimum setback for signs.

X. *Neighborhood Parks*

Planning meaningful active and passive parks and open space facility standards should involve a neighborhood plan. Accumulating small "open space" parcels that are difficult to use and maintain should be avoided.

Recommendation. A small area park plan for the Celery Avenue area should be accomplished. Such a plan does not need to be extensive; in addition to neighborhood involvement in establishing the type of recreation and open space facility suitable and desirable for the area, a preferred location should be identified. Additional development should contribute to the realization of the facility.

XI. *Agricultural Exemptions*

There is likely to be more agricultural land use in the Celery Avenue Area. All development or subdivisions that propose buildings within the Celery Avenue Overlay Corridor should comply with the overlay standards.

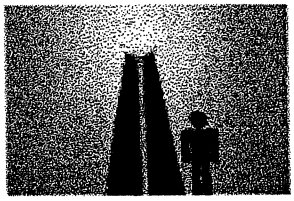
Recommendation. The proposed exemption for agriculturally zoned lands should be removed.

XII. *Summary – Conclusion*

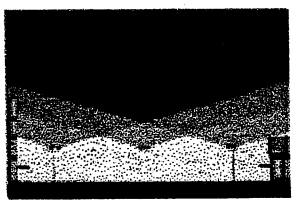
The phrase "rural by design" could be the theme of the Celery Avenue Overlay Standards. Seminole County has considered cluster development; conservation subdivisions are becoming more popular. New development will undoubtedly look suburban. The question is how much can be done to mitigate the appearance of new projects.

By: Land Design Innovations, Inc., 140 N. Orlando Avenue, Suite 295
Winter Park, FL 32789 (407)975-1273

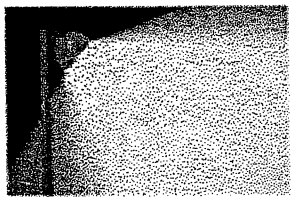
Exhibit 1
Examples of Lighting



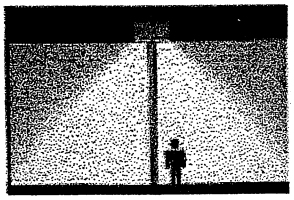
Non-Cutoff



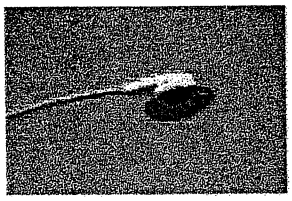
Semi-Cutoff



Cutoff



Recommended: Full-Cutoff



Shielded light fixture

DRAFT CELERY AVE.
OVERLAY STANDARDS

Draft

Celery Avenue Overlay Standards

In addition to, and supplemental to, all Land Development/code requirements heretofore and hereafter established, there is hereby created an overlay zoning classification known as "Celery Avenue Overlay Standards." Property within the Celery Avenue Corridor listed and described within this Overlay shall be subject to all provisions herein. This Overlay shall apply to any property abutting Celery Avenue right of way that is proposed for development at a density exceeding 1 dwelling unit per net buildable acre as a subdivision exceeding three lots or any non-residential site plan.

All subdivisions, exceeding a density of one unit per acre shall be required to provide central water and sewer services.

Purpose

The purpose of this part is to insure that the designated Celery Corridor is developed in a manner which:

a. Insures the roadway is developed into a well landscaped, scenic gateway;
b. Provides uniform design standards to establish high quality development;
c. Prevents visual pollution caused by unplanned and uncoordinated uses, building and structures;
d. Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement;
e. Maintains and enhances property values;
f. Preserves natural features to the extent practicable; and
g. Recognizes and makes allowances for existing and uses and buildings.

Corridor defined

The designated corridor subject to the provisions of this part is Celery Avenue from a point 330 feet west of Brisson Avenue to State Road 415, including all property within 300 feet of the centerline of Celery Avenue. If any part of any parcel abuts the right of way line of Celery Avenue, the entire parcel shall be subject to this part as if the parcel were wholly within the stated corridor width.

Draft

Buffers

A twenty foot wide buffer adjacent to post-development right of way line of Celery Avenue is required. No stormwater retention or detention is permitted in the buffer. Utilities are not permitted in the buffer, although they may cross through the buffer.

The buffer may contain landscaping and sidewalks and the five feet furthest from Celery Avenue right of way may contain a screen wall.

Landscaping in the buffer shall include 2 canopy trees (3 inch-caliper) and 4 under story (sub-canopy) trees (1 ½ inch caliper) per 100 linear feet

A six foot high brick wall is required along Celery Avenue for any double frontage lots platted or created after the adoption of this part(brick is the only option)

Building Setbacks

Building residential (principal structure) – 110 feet from the centerline of Celery Avenue
Building residential (accessory) – 90 feet from the centerline of Celery Avenue
Building non-residential (principal structure) – 160 feet from the centerline of Celery Avenue

Building non-residential (accessory) 110 feet
Swimming pools – (110 feet from the centerline of Celery Avenue)
Screen enclosures – (100 feet from the Centerline of Celery Avenue)

Building Height

The maximum building height shall be limited to 35 feet in height on property designated as Low Density Residential.

Building height shall be limited to fifty (50) feet *(Community meeting recommended 35 feet)* in height on property designated as Mixed Development.

Lighting

Exterior lighting of nonresidential development shall be as follows:

Setback from Celery to the nearest light source is 110 feet from the centerline of Celery Avenue.

Draft

Maximum height of light fixture shall be 20 feet.

Lighting must be reviewed and approved by P&Z Commission during preliminary subdivision approval.

Security lighting shall be equipped with motion sensors and shall not be lit continuously.

All other lighting restrictions shall be per Seminole County Land Development Code.

Street lighting for residential subdivisions:

Maximum height of fixture is 25 feet.

Lighting style/fixture to be approved by P&Z during preliminary subdivision plan.

Sidewalks and trails in Celery Avenue

Within the adjacent Celery Avenue right of way, each development shall be required to construct the following pedestrian improvements:

A five feet wide concrete sidewalk (four inches thick, except at vehicle crossings which shall be six inches thick) shall be constructed within the right of way on both sides of Celery Avenue. Each development shall construct the sidewalk segment in the right of way between the Celery Avenue vehicle travel lanes and the development boundaries. In lieu of constructing a sidewalk on the north side of Celery Avenue, a developer may contribute to Seminole County an amount of money equal to the cost of said improvement which shall supplement the cost of constructing a twelve foot wide trail.

Utility lines in Celery Avenue right of way

All new or relocated utility lines within the corridor shall be constructed and installed beneath the surface of the ground, unless determined otherwise by the Board of County Commissioners.

Draft

Signs, subdivision walls and fences

All freestanding walls, sound barriers, planters, etc…fronting along Celery Avenue shall be of brick construction. Fences shall not be permitted within 100 feet of Celery Avenue centerline unless screened by a six foot tall brick wall.

Except as listed below, all signs shall conform to part 65.

Advertising signs:

1. All signs shall be coordinated with the building design in height, size, materials and color, so as to provide a uniform appearance.
2. No internally illuminated signs (internally lighted means receiving illumination from within the sign), including neon signs, shall be allowed on the exterior of any building. No neon accent or neon highlighting of any building shall be permitted. Exterior lighting sources shall be placed in a burial vault or otherwise screened so as not to create light spillage.
3. The maximum height of a ground signs or free standing sign shall be 12 feet.
4. The supports of the sign shall be enclosed in a solid base that is at least two-thirds the width of the sign. The finish of the base shall be coordinated with the building design, material and color, but in no case shall the base be of metal or plastic finish. Acceptable base finishes are including but not limited to masonry, brick, split-face block, stucco, or wood.

Subdivision signs shall be per part 65.

Bus stops

Any subdivision (exceeding 25 lots) platted after the date of the adoption of these amendments shall provide within the development design a bus stop location acceptable to Seminole County Public Schools which will enable children to safely wait for school buses.

Draft

Neighborhood Parks

Any subdivision (exceeding 10 lots) shall provide within the development a neighborhood recreation area according to the following standards:

Any subdivision where the majority of the platted lots are less than ¼ acre each in area shall set aside 15 percent the of the net buildable acreage for a neighborhood park..

Any subdivision where the majority of the platted lots are ¼ acre or more in area each shall set aside 5 percent of the net buildable acreage for a neighborhood park.

The location and final design of any neighborhood park shall be determined at the final engineering review phase. Preliminary subdivision plans shall show the location of the proposed neighborhood park.

Property set aside for neighborhood parks shall not include retention areas, lakes or water body surfaces, rights of way, wetland or areas platted as buildable lots.

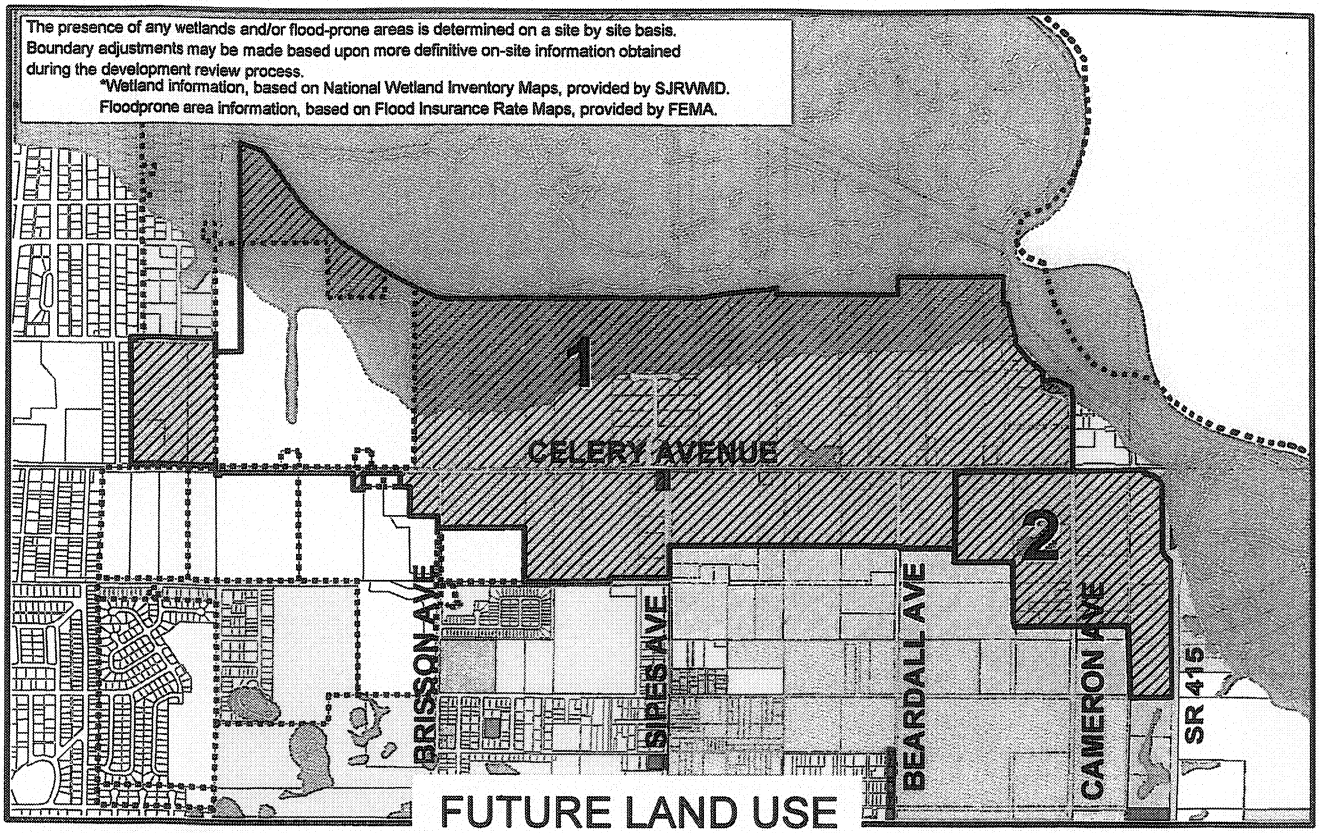
Miscellaneous

Construction hours – Unless specifically approved otherwise by the County Engineer or the Development Review Manager, all construction activity within the designated corridor shall be permitted only between the hours of 7:00 am and 9:00 pm, Monday through Saturday.

Proposed single family lots abutting platted subdivisions that have a minimum lot size of one acre or more must provide a minimum lot width of 100 feet and a minimum lot area of 13,500 square feet to serve as a transition.

Exemptions

All agriculturally zoned lands are exempt from meeting all standards contained in this part except for the burial of utility lines and setbacks.

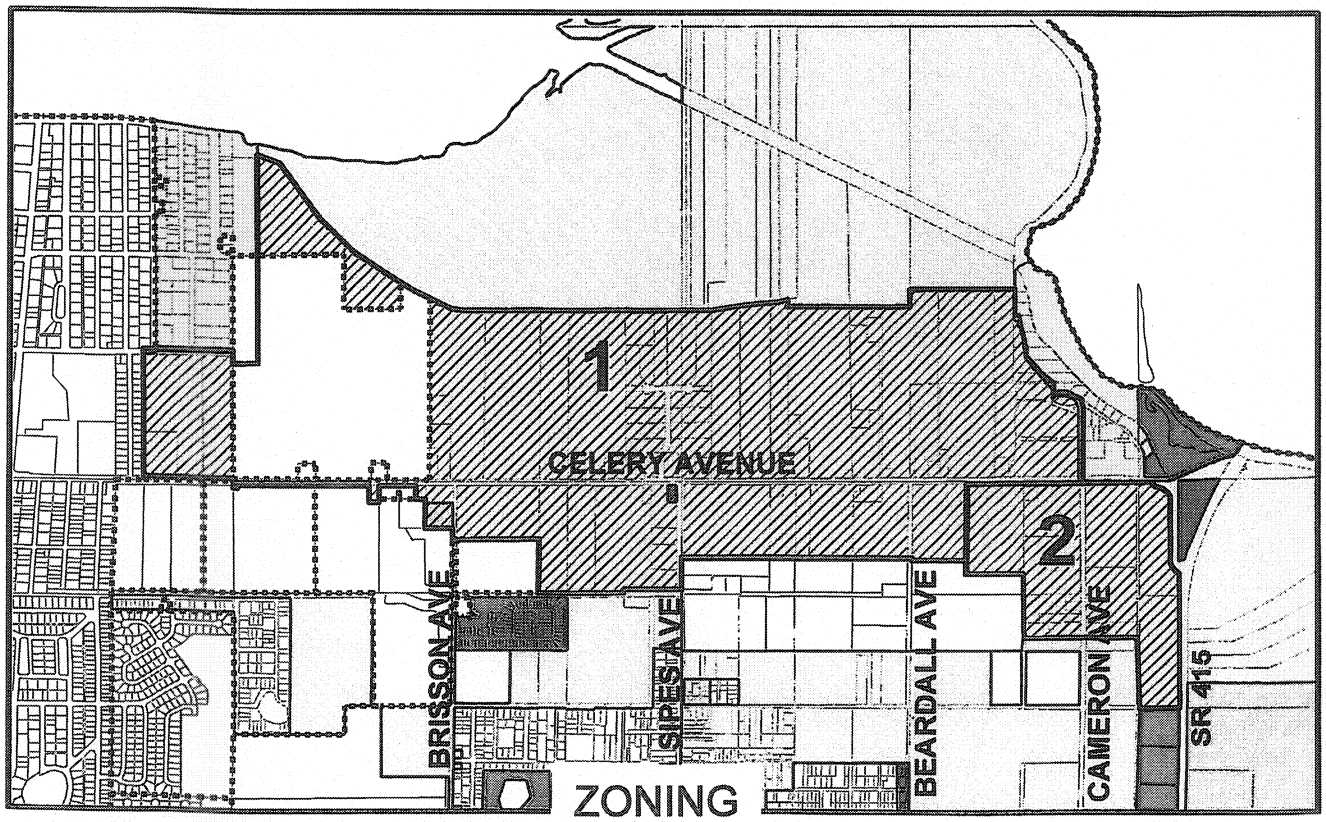


Site · Municipality · COM · LDR · PUB · SE · MDR · IND · PD · CONS

Applicant: Seminole County BCC
Physical STR: 27, 28, 29, 30, 32, & 33-19-31
Gross Acres: +/- 618 BCC District: 5
Existing Use: Cropland and Orchard/Groves
Special Notes: None

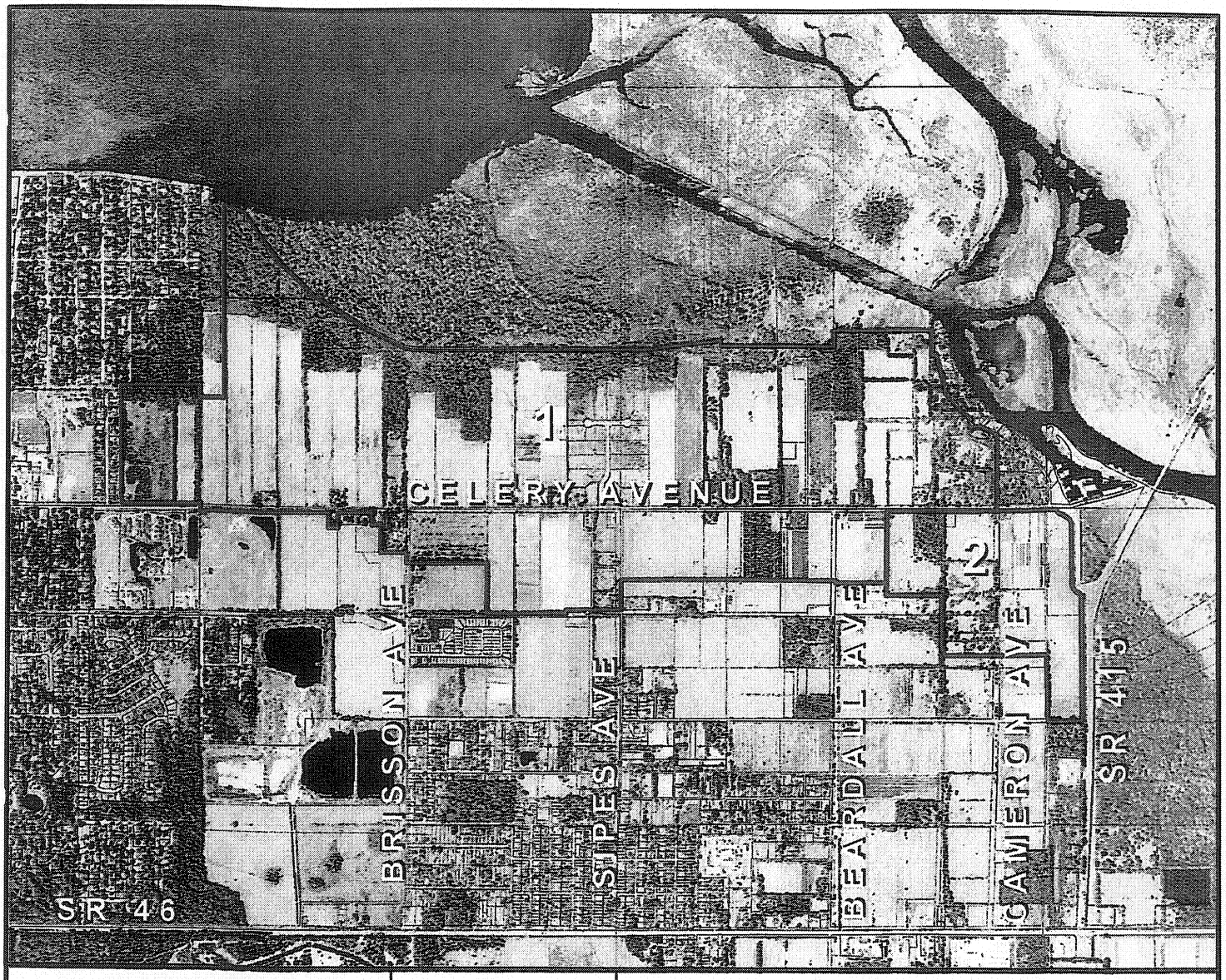
	Amend/ Rezone#	From	To
FLU	02S.ADM01	SE	LDR/MXD
Zoning	--	--	--

N



A-1 · C-1 · C-2 · C-3 · R-1 · R-1A · R-1AA · R-2 · R-AH · M-1

filename: L:/pl/projects/p&z/2002/staff_report_pkgs/amendments/z2002-017.mxd 07/03/03



Amendment No. 02S.ADM01
From: SE To: LDR/MXD

Parcel

Subject Property

N

February 1999 Color Aerials

filename: L:/pl/projects/p&z/2002/staff_report_pkgs/site_aerials/z2002-017adaer.mxd 07/07/03

COMPARISON OF JPA DRAFTS

SANFORD JOINT PLANNING AGREEMENTS (JPA)
COMPARISON OF DRAFTS

#	SECTION	COUNTY VERSION	MCINTOSH VERSION
1	**1. Witnesseth:** The McIntosh draft proposes 9 additional whereas statements that are listed in the far right column. Mr. McIntosh provided that he copied these from the Oviedo JPA.		**9 additional whereas statements:** - **Whereas**, the COUNTY and the CITY have determined that it is in the best interests 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 and land development regulations 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, services delivery, joint land use planning, and conflict resolution, among other things; - **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 the parties are highly desirable; and - **Whereas**, Chapter 171, Florida Statutes, provides for the lawful means whereby municipal corporations may expand by annexation or contract their municipal boundaries; and - **Whereas**, the Joint Planning Area and future annexation transition boundaries should be specifically defined; 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 contraction of the CITY'S jurisdictional boundaries; and
	The McIntosh draft also includes the 8 whereas statements in the County draft. One of these 8 is similar in the McIntosh but additional language is provided. The two versions are given in the respective columns to the right, with the substantive differences in bold and underlined.	-**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 County of the CITY and the COUNTY; and	-**Whereas**, the provisions of this Agreement are consistent with the State Comprehensive Plan (Chapter 187, Florida Statutes), the **Strategic** Regional Policy Plan adopted by the East Central Florida Regional Planning Council, the comprehensive plans of the COUNTY and the CITY, **the Seminole County Home Rule Charter, the CITY'S Charter, Chapters 125, 163, 166, and 171, Florida Statutes, and other applicable laws**; and
2	**2. Purpose, Intent and Joint Planning Area**	States purpose of agreement is to adopt standards and procedures to insure coordinated and cooperative comprehensive planning activities are taken to guide urban expansion in the City and County; provide guidance as to how property will be developed in the JPA; ensure that City and County land use	Similar to County's language but not as detailed as the nor does it explain what area is encompassed, does mentions protecting rural character of the rural areas of Seminole county and articulate planning principles that landowners can evaluate to determine reasonable use of their property.

		plans will be implemented; and provide formal conflict resolution procedures. States that the policies and procedures shall apply to the JPA and defines the area in Exhibit "A".	
3	**3. Comprehensive Planning, Future Land uses and Development Approvals:** **(a) Findings**	(a) States County and City have reviewed their future land use designations and land development regulations for consistency and determined that many of their respective future land use designations and land development regulations are similar.	(a) Same as County.
	(b) Future Land Use Equivalency-	(b) Refers to the chart labeled Exhibit "B" which describes equivalent future land use designations in the City and County comprehensive plans and explains their meaning. States that both the City and County shall endure that all respective land use amendments and rezoning are consistent with the other jurisdiction's zoning and future land use designations (except as set out in 3(c)) and the jurisdictions shall not oppose the other's compliant actions.	(b) Same as County, except adds that particular reference is made to lands adjacent to the jurisdictional limits of the City and the County and to lands that may be annexed by the City; and the future land use equivalency chart may be amended from time to time and each such proposed amendment shall include an assessment and evaluation of all required planning elements including, but not limited to: public services and facilities; identification and evaluation of current supply of vacant land; fiscal impacts; rural/urban transition controls; and designation and protection of parks, conservation areas, open space, flood prone and environmentally sensitive areas in the JPA.
	(c) recommendations for future comp plan elements	(c) States purpose of JPA, explains Exhibit C and land use designations and that parcels will not be opposed by City or County as long as they are consistent with recommendations in Exhibit "C".	(c) Same as county except some wording (more verbose)
	(d) see differences →	(d) **Joint Review of Plan Amendments-** states that the City and County will transmit draft documents in a timely manner to each other as part of public participation process and intergovernmental coordination mechanisms.	(d) **Intent to Cooperate**- states that it is intent of parties to work together in a spirit of collaboration, harmony and coordination in all matters relating to land use decisions.

	(e) see differences →	County does not have an (e).	(e) Same as County's **(d) Joint Review of Plan Amendments-** but adds sentence that staff is to compare each other's plan/amendments and determine consistencies.
4	4. **Annexation and Land Use Jurisdiction** **(a) Land Use Zoning Designation for Parcels Annexed Into the City**	(a) States that when County lands are annexed into the City, the County will not object to City rezoning, development orders or plat approvals, in accordance with terms of the Agreement and law, and the City shall amend its comprehensive plan to include the annexed lands during its first plan amendment cycle following the annexation.	(a) **adds**: lands shall retain the zoning classification assigned by the County; plan amendments and/or rezonings not consistent or compatible shall receive full joint county/city review; parties shall avoid the creation of enclaves and halt serpentine annexation manipulations in the JPA.
	(b) Land Use and Zoning Designation for Parcels De-annexed from the City	(b) States that when property is de-annexed from the City into the County, the County shall apply a County zoning district in accordance with the Agreement, and the County shall amend its comprehensive plan to include the property during its first plan amendment cycle immediately following such annexation or by initiating a comprehensive plan amendment.	(b) Same as County.
	(c) Annexation Criteria and Restrictions	(c) County agrees not to oppose annexation of any parcel within the JPA that is undertaken in compliance with state and federal laws. The County recognizes large enclaves of unincorporated County land surrounded by the City and that it is in the best interest for the City and County that the enclaves be eliminated. The County will not object to the creation on smaller enclaves caused by City annexation of certain properties in these enclaves as long as annexation complies with State law. Parties agree that neither the County nor City will permit development at any density greater than one dwelling	(c) States the County agrees, to the extent permitted by law, not to oppose the annexation of any parcel that is contiguous and relates to lands in the JPA located East of Interstate 4. The parties further agree that the City will not permit development at any density greater than one dwelling unit per net buildable acre in an area identified as number "5" in Exhibit "A".

		unit per acre in an area identified as number "5" in Exhibit "C".	
5	**5. Development Along Celery Avenue**	**5.** Property adjacent to Celery Avenue shall be developed at a density of no more than three dwelling units per net buildable acre. Central water and sewer lines shall be installed prior to any new development along Celery Avenue. Prior to December 31, **2004**, the City and County shall enter into an interlocal agreement, in accordance with Florida Statutes, for the purpose of transferring maintenance responsibility for Celery Avenue from the County to the City.	5. **differences** → property located adjacent to Celery Avenue shall be developed at a density of one to two units per net buildable acre except as specifically designated in Exhibit C (Reference Number 2). → Celery Avenue shall be improved in accordance with the Celery Avenue Overlay Standards adopted by **both parties.** → Prior to December 31, **2008**, the City shall assume responsibility for total maintenance of the improved Celery Avenue.
6	**6. Coordination of Miscellaneous Land Development Regulations** **(a) Uniform Right-of-Way and Road Standards** **(b) Land Development Code Updates**	(a) The City and County agree to establish consistent road and ROW development standards and requirements for all cross-jurisdictional roadways. (b) Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and provide formal comments relating to all land development regulations or revisions in their jurisdiction by providing the other jurisdiction written notification of the pending update/revision at least two weeks prior to any official action. Land Development Code updates relating to Higher Intensity Planned Development District in the I-4/ SR 46 area will undergo joint review and shall be incorporated into both City and County	(a) Same as County except added "'throughout the "Joint Planning Area"" after the word "roadways". (b) Same as County, except adds the word "amendment" to the list of what may be reviewed and notification made.

	(c) Review of Development Proposals for Transportation Impacts	land development codes. (c) Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and comment upon planned development project rezonings, proposed subdivisions and site plans located adjacent to the other's jurisdiction by providing all related documentation to the other jurisdiction at least two weeks before any official action is taken on the matter.	(c) **Review of Development Proposals for Transportation Impacts <u>Analyses</u>-** same as County except for additional word, underlined at end of title in bold above.
7	**7. Conflict Resolution** **(a) Intergovernmental Conflict Resolution**	(a) In the event that disagreements or conflicts arise between the parties relating to the terms and provisions of this Agreement, the resolution procedures of the Intergovernmental Planning Coordinating Agreement of 1997 will be followed.	(a) Same as County, except addition after the word "followed", "and shall control as to any disputes between the parties".
	(b) Chapter 164, Florida Statutes	(b) 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.	(b) Same as County.
	(c) See Differences →	(c) **Time of Actions-** The parties agree, to the extent practicable, to time their actions to maximize intergovernmental coordination, communication and cooperation.	(c) **Standing by Effected (Affected) Private Property Owners-** Nothing shall de deemed in any way to impair or waive any rights deriving to any private property owner within the "JPA", to seek enforcement of any of the covenants, agreements, or promises contained herein to a court of competent jurisdiction.
	(d) See Differences →	(d) **Joint Review-** "Joint review" as used in this agreement shall mean that the Planning Directors of each jurisdiction shall review and discuss the proposed land development action. Should the joint review	(d) **Time of Actions-** same as County's **(c)**.

	(e) See Differences →	not result in an agreement between jurisdictions, the matter shall be taken through the formal conflict resolution procedures described in this section. The County does not have an **(e)**.	(e) **Joint Review-** Same as County's **(d),** except addition of "for resolution," after the last word "section".
8	**8. Term (County)** **8. Conflict of Interest (McIntosh) THE COUNTY DOES NOT HAVE THIS SECTION.**	**8. Term**- States that the agreement supercedes and supplants any prior agreement between the City and County regarding land development practices, the agreement is in effect for a seven year period beginning the date of execution, and the agreement will automatically be renewed for a subsequent five year period unless one of the parties gives 90 days advance notice, in writing, of intention not to renew.	**8. Conflict of Interest-** The parties agree that they will not take any action that creates of carriers a conflict of interest under the provisions of Part III, Chapter 112, Florida Statutes.
9	**9. Notice (County)** **9. Term (McIntosh)**	**9. Notice**- States contact persons for the Agreement are the City Manager and the County Manager, giving respective addresses for each. **THIS IS THE LAST SECTION OF THE COUNTY'S DRAFT JPA.**	**9. Term-** Does not state that the agreement supercedes and supplants any prior agreement between the City and County. States that the agreement will be in effect for a five year period, and states that a party intending not to renew agreement for the subsequent five-year period must provide at least 90 days notice in writing.
10	**10. Notice (McIntosh)**		**10. Notice-** Same as County's **(9)**.
11	**Exhibit Differences**		**Exhibit "B"-** adds "gross" and "net" to further define allowable land use densities. **Exhibit "C"-** changes the *Celery Avenue Residential* location density to two dwelling units per net buildable acre; Changes the *Celery Avenue/SR 415 Mixed Use* location density to no more than three dwelling units per net buildable acre. **Exhibit "D"-** Map of Transition Zones "1" and "2", Future Land Annexation Areas.

COMPARISON OF OVERLAY STANDARDS DRAFTS

CELERY AVENUE OVERLAY STANDARD
COMPARISON OF DRAFTS

#	SECTION	COUNTY VERSION	MCINTOSH VERSION
1	Purpose	States 6 point of why Celery Corridor standards are being developed	States Celery Avenue is a rural community and describes the community; recommends expanding Section and include wording that articulates the purpose of the standards with the theme: "preserve and enhance the rural character of Celery Avenue
2	Corridor Defined	States boundaries of designated corridor	Concurs with County
3	Buffers	Per 100 linear feet: 2 canopy trees, 4 under story trees 6' high brick wall along Celery Avenue for double-front lots 20-foot wide buffer adjacent to Celery Avenue- may contain landscaping and sidewalks, five feet furthest from Celery ROW may contain screen wall No stormwater retention allowed in buffer No utilities allowed in buffer but they may cross	Per 100 lineal feet: 8 canopy trees, 10 under story, 70 shrubs (frontage) Says brick walls reflect suburban feel but preferred over wood or vinyl, encourage transparency (metal/ wrought iron with brick columns) where walls are needed 50-foot wide buffer minimum with varied landscape Vegetation should be clustered and not in linear formation; there should be variation of color and limit ornamentals to no more than 50% of required shrubs Allow portion of storm water retention within the buffer Berms are recommended with landscape Require deed restrictions to hide yard and vehicle storage
4	Building Setbacks	Measured from centerline of Celery Avenue: **Principal structure**: 110' residential, 160' non-residential **Accessory structure**: 90' residential, 110' non-residential **Swimming pools**- 110' **Screened enclosures**- 100'	Concurs with County
5	Building Height	Maximum: 35'- Low Density Residential 50'- Mixed Development	Maximum: 35'

6	Lighting	**Nonresidential development:** -110' setback from the centerline of Celery Avenue -20' maximum fixture height -must be approved by P&Z during preliminary subdivision approval -security lighting with motion sensors **Residential subdivision street lighting:** -25' maximum fixture height -lighting/fixture style approved by P&Z during preliminary subdivision plan	Requires full cutoff fixtures that always face down
7	Sidewalks and Trails	**Required pedestrian improvements adjacent to Celery Avenue ROW:** -5' wide concrete sidewalk on both sides of Celery Avenue -sidewalk segment in ROW between Celery Avenue vehicle lanes and development boundaries -in lieu of north side sidewalk, developer may contribute money to Seminole County equal to the cost of said improvement which will supplement the cost of a 12' wide trail	Long-range vision of Sanford and Seminole County's bicycle/pedestrian/trail plan should be considered County should require a 10-12 foot pedestrian/trail facility on the north side of Celery, a separation of 5-7 feet between the road and the pedestrian/trail facility should be provided
8	Utility Lines in Celery Avenue Right-of-Way	All new or relocated lines shall be constructed and installed under ground unless determined otherwise by the Board of County Commissioners	No comment
9	Signs, Walls and Fences	All freestanding walls, sound barriers, planters, etc. fronting on Celery Avenue shall be brick Fences shall not be permitted within 100' of Celery Avenue centerline unless screened by a six foot tall brick wall All signs shall conform to Part 65 except certain advertising signs that must: -be coordinated with building design and have uniform appearance -not be internally illuminated, no neon, exterior lighting must be in a burial vault or screened -12' maximum height for ground or free standing signs -solid base for sign support that is at least 2/3 the width of the sign; base finish shall not be metal or plastic but must coordinate with the building design/material/colors; wood, stucco, brick, etc. acceptable	Concurs with County as long as the County Code requires a minimum setback for signs
10	Bus Stops	Subdivisions with more than 25 lots platted after the date of adoption of these amendments shall provide a bus stop location in the development design that is acceptable to Seminole County Public Schools	No comment

11	Neighborhood Parks	Subdivisions with more than 10 lots must provide a neighborhood recreation area within the development where: -majority of platted lots are less than ¼ acre, 15% of the net buildable acreage must be set aside for a park -majority of platted lots are ¼ acre or more, 5% of the net buildable acreage must be set aside -location and final design shall be determined at final engineering phase -shall not include retention, lakes or water, ROW, wetlands or areas platted as buildable lots	States that planning meaningful, active and passive neighborhood parks and open space facility standards should involve a neighborhood plan, that small "open space" parcels are difficult to use and maintain and should be avoided. Recommends a small area park plan for Celery Avenue area. States that the plan does not need to be extensive; should have neighborhood input in identifying the location and type of facility; and additional development should contribute to the realization of the facility.
12	Miscellaneous	Construction only allowed 7:00 am to 9:00 pm, Monday through Saturday Proposed single family lots abutting platted subdivisions with a minimum lot size of one acre or more must provide a minimum lot width of 100 feet and a minimum lot area of 13,500 square feet to serve as a transition	No comment
13	Exemptions	Agriculturally zoned lands are exempt from meeting all standards except burial of utility lines and setbacks	Agriculturally zoned lands should not be exempt from any of the standards
14	Other		Phrase "rural by design" could be the theme of the Celery Avenue Overlay Standards. States Seminole County has considered cluster development; conservation subdivisions are becoming more popular. New development will look suburban. The question is how much can be done to mitigate the appearance of new projects