



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 24-1777, **Version:** 1

Interoffice Memorandum

DATE: November 20, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Tanya Wilson, AICP, Director Planning, Environmental, and Development Services Department

CONTACT: Misty Mills, Senior Planner

PHONE: 407-836-5435

DIVISION: Planning Division

ACTION REQUESTED:

Approval and execution of Joint Planning Area Agreement between the City of Winter Park and Orange County, Florida. District 5. (Planning Division)

PROJECT: Joint Planning Area Agreement between the City of Winter Park and Orange County, Florida.

PURPOSE: The City of Winter Park and Orange County wish to identify and establish the boundaries of a Joint Planning Area Agreement (JPA) pursuant to Section 163.3171.(1) and have agreed that a JPA is necessary to ensure adequate intergovernmental coordination, economical provision of services, adequate utilization of existing infrastructure, and proper growth management. Also, the City and the County wish to identify lands that are logical candidates for future annexations. The City has identified potential unincorporated lands that are recommended for inclusion in the JPA., as depicted and described in Exhibits "A", "B", "C", "D", "E", and "F". These areas reflect portions of unincorporated Orange County that the City anticipates annexing during the term and any potential extensions of the term of the agreement.

The map on the following page, identifies the location of the lands that make up Exhibits "A", "B", "C", "D", "E", and "F" in relation to the City and the County.

The JPA was approved by the City of Winter Park on November 13, 2024.

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If approved, the agreement will expire on November 1, 2029, and will be automatically extended for an additional five years.

BUDGET: N/A

JOINT PLANNING AREA AGREEMENT
between the CITY OF WINTER PARK
and

ORANGE COUNTY, FLORIDA

THIS JOINT PLANNING AREA AGREEMENT (hereinafter the “Agreement”) is made and entered into by and between the **CITY OF WINTER PARK**, a Florida municipal corporation (“City”) and **ORANGE COUNTY, FLORIDA**, a Charter County and political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, otherwise known as the Local Government Comprehensive Planning and Land Development Regulation Act (the “Act”), the City adopted its comprehensive plan in 2017 and updated it in 2024;

WHEREAS, pursuant to the Act, the County adopted its comprehensive plan on July 1, 1991, and has subsequently amended it from time to time;

WHEREAS, it is in the intent of the Act to encourage and assure cooperation between and among municipalities and counties;

WHEREAS, Section 163.3171(1), Florida Statutes, addresses the concept of joint planning pursuant to mutual agreement, including procedures for joint action and the preparation and adoption of the comprehensive plans, and procedures for the administration of land development regulations or the land development codes applicable thereto;

WHEREAS, Section 163.3171(3), Florida Statutes, provides for the adoption of joint planning agreements to allow counties and municipalities to exercise jointly the powers granted under the Act;

WHEREAS, it is not the intent of this Agreement to restrict the County’s authority to amend its comprehensive plan or to otherwise make land use decisions for unincorporated areas inside or outside the JPA;

WHEREAS, likewise, it is not the intent of this Agreement to restrict the City’s authority to amend its comprehensive plan or to otherwise make land use decisions for lands inside the corporate boundaries of the City;

WHEREAS, the City and the County wish to identify and establish the boundaries of the JPA, and have agreed that a JPA is necessary to ensure adequate intergovernmental coordination and cooperation, economical provision of services, and adequate utilization of existing infrastructure;

WHEREAS, also, the City and the County wish to identify lands that are logical candidates for future annexations, and the City has determined that the unincorporated lands included in the JPA, as depicted and described in **Exhibit “A”, Exhibit “B”, Exhibit “C”, Exhibit “D”, Exhibit “E”, and Exhibit “F”** attached hereto and incorporated herein by reference, meet or exceed the land area the City reasonably anticipates annexing during the term and any extension of this Agreement;

WHEREAS, the parties agree it is in the interests of both the City and the County to have their respective officials and representatives engage in regular meetings relating to joint planning and any related issues of concern;

WHEREAS, the City and County have each determined that this Agreement represents a mechanism for the provision of orderly growth and development and is in the best interests of the citizens of the County and the City; and

WHEREAS, the City and the County (1) have full power and authority to enter into this Agreement, (2) have taken all necessary actions and obtained all necessary approvals to enter into this Agreement and to perform the terms and conditions of this Agreement, and (3) have duly authorized, executed and delivered this Agreement, such that this Agreement constitutes legal, valid and binding obligations of the City and County, respectively.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the City and the County agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement.

Section 2. Authority. This Agreement is entered into pursuant to Chapters 125, 163, and 166, Florida Statutes, and the Charters of the City and the County.

Section 3. Term.

A. The term of this Agreement shall commence on its effective date and shall terminate five (5) years thereafter, unless extended in accordance with subsection B. below.

B. This Agreement shall be automatically extended for an additional five (5) year term (i.e., until ten (10) years from the effective date), unless either the City and/or the County, as the case may be, delivers a notice of non-renewal to the other party at least one year prior to the expiration of the initial five (5) year term of this Agreement. Thereafter, this Agreement shall be automatically extended for consecutive five (5) year terms, unless either the City and/or the County, as the case may be, delivers a notice of non-renewal to the other party at least six (6) months prior to the termination date of any such extended five (5) year term. The party providing such a notice of non-renewal as aforesaid may, in such party’s sole discretion, revoke such notice of non-renewal at any time prior to the expiration date of the initial five (5) year term or any extended five (5) year term.

Section 4. Joint Planning Area Defined.

The lands depicted within the boundary of the “Joint Planning Area” shown in collectively in **Exhibit “A”**, **Exhibit “B”**, **Exhibit “C”**, **Exhibit “D”**, **Exhibit “E”**, and **Exhibit “F”** attached hereto and incorporated herein by reference shall constitute the Joint Planning Area (“JPA”). **Exhibit “A”** depicts the STONEHURST ANNEXATION AREA. **Exhibit “B”** depicts the LAWDALE ANNEXATION AREA. **Exhibit “C”** depicts the KENTUCKY/OGELSBY ANNEXATION AREA. **Exhibit “D”** depicts the LAKE KILLARNEY ANNEXATION AREA. **Exhibit “E”** depicts the BAFFIE ANNEXATION AREA. **Exhibit “F”** depicts the SR 436 PROPERTY ANNEXATION AREA.

Section 5. Joint Planning Area.

A. Pursuant to Section 163.3171, Florida Statutes, the County hereby authorizes the City, for the limited purposes of the City’s reference and future planning by the City, to identify within its comprehensive plan those unincorporated lands located within the JPA.

B. Notwithstanding the foregoing or anything in this Agreement that may seem to be to the contrary, the County shall continue to exercise exclusive jurisdiction over unincorporated lands within the JPA unless and until such lands have been lawfully annexed into the City. Moreover, pursuant to Section 171.062(2), Florida Statutes, the County’s land use plan and zoning and subdivision regulations shall remain in full force and effect within an annexed area until the City adopts a comprehensive plan amendment that includes the annexed area.

C. Upon annexation of lands within the JPA into the City, the City shall exercise exclusive jurisdiction concerning such lands over the comprehensive planning, future land use, zoning, land development regulation, building regulation and other applicable matters pursuant to law. There shall be no requirement for the County to approve any future land use or zoning for properties within the JPA annexed into the City.

D. At the time of application for any amendment to the County’s Future Land Use Map for unincorporated lands within the JPA, the County will notify and provide the City with a copy of the application for review and comment. Further, for those unincorporated properties within the JPA applying for a FLUM amendment that are eligible for annexation, the City and the County shall discuss whether it would be more practical for the applicant to annex those lands into the City and shall, thereafter, so advise the applicant if annexation is more practical.

F. Unincorporated areas within the JPA desiring to make new connections to City water and/or sanitary sewer services must comply with applicable City ordinances for making such connections and receiving such service and the County agrees to cooperate with the City in enforcing such ordinances.

G. The City and County acknowledge there is a Lake Killarney MSTU (“MSTU”) and an interlocal agreement between the City and County regarding Lake Killarney and the MSTU.

The City and County agree to work together to sunset the MSTU and interlocal agreement when the properties which are subject to the MSTU are annexed.

Section 6. Amendments to Parties' Comprehensive Plans.

A. Not later than eighteen (18) months from the effective date of this Agreement, the parties shall proceed in good faith and with due diligence to consider amending their respective comprehensive plans, if necessary, to reflect or reference the terms of this Agreement, or to amend any provisions of their respective comprehensive plans that may be inconsistent with this Agreement.

B. Each party may review and may comment on the other party's proposed amendments to its comprehensive plan related to this Agreement, and each party hereto shall consider in good faith any comments or objections raised by the other party prior to adoption of its proposed comprehensive plan amendments. In connection therewith, the parties shall coordinate the consideration and scheduling of any such proposed comprehensive plan amendments.

C. This Section 6 is intended to comply with the provisions of Section 163.3171(1), Florida Statutes, with respect to the establishment of procedures for joint action in the preparation and adoption of the City's and the County's comprehensive plans.

Section 7. Land Development Regulations; Consistency Determinations.

A. The administration and enforcement of land development regulations as applied to lands within the JPA shall be undertaken by the party within whose boundaries those particular lands are located at the time. Accordingly, nothing contained in this Agreement shall be interpreted or construed to require the County's approval of the City's land use decisions or comprehensive plan amendments for lands within the corporate limits of the City. Likewise, nothing contained in this Agreement shall be interpreted or construed to require the City's approval of the County's land use decisions or comprehensive plan amendments for unincorporated lands within the JPA.

B. All consistency determinations for any development permit application types listed in Section 9 for lands within the JPA shall be made by the party within whose boundaries those lands are located at the time. However, the other party shall have standing to challenge any such determination.

Section 8. Annexations.

A. The unincorporated lands within the JPA are lands most likely to be developed for urban purposes during the term of this Agreement, including any extensions of the term, and are therefore logical candidates for annexation by the City, subject to the Municipal Annexation or Contraction Act, Part I, Chapter 171, Florida Statutes, and the terms of this Agreement. Therefore, during the term of this Agreement, the City may annex, voluntarily or involuntarily, from those unincorporated lands within the JPA, but only from those unincorporated lands, and provided that each such annexation complies with the Municipal Annexation or Contraction Act, and the terms of this Agreement. Provided that the annexation requirements of general law are met, the County

agrees not to object to the City's annexation of any properties within the JPA. The County agrees not to object to any City annexation of lands within the JPA on the basis that such annexation may create an enclave since the goal is to annex those JPA properties into the City. If the City creates an enclave, the City will annex the enclave created within five years.

B. The parties shall work together in good faith to eliminate enclaves, and to that end to enter into interlocal agreements pursuant to Section 171.046(2), Florida Statutes, to eliminate all enclaves within the JPA of one hundred ten (110) acres or less that exist as of the effective date of this Agreement or that may exist in the future. **Exhibit "A"** attached hereto depicting the STONEHURST ANNEXATION AREA is an enclave of unincorporated area within the JPA that the City desires to annex under the provisions of Section 171.046(2), Florida Statutes. Within nine (9) months from entering into this Agreement, the County and City work together to process for approval an interlocal agreement for the annexation of the lands depicted in Exhibit "A".

C. The City agrees that it will provide written notice of any proposed annexation under Section 171.0413(5), Florida Statutes, to all affected property owners at least fifteen (15) days before the initial reading the proposed annexation ordinance.

D. Unincorporated lands within the JPA shall not be subject to the jurisdiction of the City until such time as those lands have been lawfully annexed, consistent with the terms of this Agreement. Pursuant to Section 171.062(2), Florida Statutes, the County's land use plan and zoning and subdivision regulations shall remain in full force and effect with respect to the annexed lands until the City adopts a comprehensive plan amendment that includes those annexed lands. Notwithstanding the foregoing, annexation shall not be construed as removing any area within the JPA from the coverage of this Agreement.

E. Within twelve (12) months after the effective date of an annexation, the City shall amend its comprehensive plan to include the annexed lands, and the County shall amend its comprehensive plan to exclude such annexed lands.

F. As the City lawfully annexes unincorporated lands within the JPA consistent with this Agreement, the parties shall work together in good faith to enter into any other agreements or understandings, as may be necessary, to resolve any and all issues related to the transferring of infrastructure, associated permits, and other property rights (such as easements) that benefit or primarily benefit the area that is subject to the annexation.

Section 9. Notices of Annexations, Comprehensive Plan Amendments, and Certain Development Permits.

A. The City shall provide the County with notice of proposed annexations of lands within the JPA. The County shall provide the City with notice of proposed comprehensive plan amendments (including amendments to its Future Land Use Map), and development permit applications (rezonings and special exceptions only) for unincorporated lands within the JPA.

B. Notice under subsection A. above shall be provided at least fifteen (15) days prior to the date of each and every public hearing on any such application. A single notice with the dates

and times of each and every public hearing on the application is acceptable, provided the single notice is provided at least fifteen (15) days prior to the date of the initial public hearing, and a timely amended notice is provided if any of the other hearing dates and times change. Upon request, a party may obtain a copy of any such application or proposal and a copy of any related staff report, and be notified of all public hearing dates with respect thereto and of all other dates on which action may be taken with respect to such application.

C. The party receiving notice may comment or object to any such application or proposal, and, if objecting, shall explain in writing the reason(s) for any such objection. Any comments and objections submitted by one party to the other shall be introduced into the record by the party receiving the comments or objections at the applicable public hearing.

Section 10. Joint Planning Meetings.

The City and the County agree to have their appropriate officials and representatives meet at least annually (which means not less than one meeting in a twelve (12) month period) to discuss joint planning and coordination for all development within the JPA, including issues relating to capital improvements and infrastructure, as well as identifying joint opportunities for economic development and redevelopment.

Section 11. Essential Facilities and Services. Essential facilities and services, including without limitation, fire protection, law enforcement, recreation service, water, streets, sidewalks, street lighting, garbage and trash collection and disposal, waste and sewage collection and disposal, drainage, and transportation shall be provided by the party within whose jurisdiction the property in question lies, unless such facility or service is otherwise provided for in this Agreement or by a separate agreement between the County or the City (or, with respect to law enforcement services, between the City or the County, as the case may be, and the Orange County Sheriff's Office). This Agreement does not affect or amend any territorial service agreement concerning water and sanitary sewer services.

Section 12. Amendments; Waivers.

A. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto after a public hearing by each party.

B. Neither this Agreement nor any portion of it may be modified or waived orally. However, either party shall have the right, but not the obligation, to waive (in writing), on a case by case basis, any right or condition herein reserved or intended for the benefit of such party without being deemed to have waived such right or condition for any other case and without being deemed to have waived any other rights or conditions.

Section 13. Conflict Resolution of Governmental Disputes; Remedies.

A. In the event the parties cannot resolve a conflict or dispute, the parties shall be governed by the Florida Governmental Conflict Resolution Act, Chapter 164. Florida Statutes.

B. Either or both parties may pursue such remedies as may be available for resolution of such conflict or dispute, consistent with the Florida Governmental Conflict Resolution Act.

Section 14. Enforceability. This Agreement (and any part of this Agreement that survives termination of this Agreement) shall be enforceable by the parties hereto by whatever remedies are available in law or equity, including injunctive relief and specific performance.

Section 15. Notices. All notices, comments, consents, approvals, waivers and elections which any party shall be required, requested or desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, recognized overnight courier, certified mail, prepaid with confirmation of delivery requested, or electronic mail. Such communications shall be addressed to the applicable addressees set forth below or as either party may otherwise designate in the manner prescribed herein.

As to County: Planning Manager
Orange County Planning Division
201 S. Rosalind Avenue, Fifth Floor
P.O. Box 1393
Orlando, Florida 32802

With copy to: County Administrator
201 S. Rosalind Avenue, Fifth Floor
P.O. Box 1393
Orlando, Florida 32802

As to City: City Manager
City of Winter Park
401 S. Park Avenue
Winter Park, FL 32789

Notices, comments, consents, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other address as such party may have supplemented or substituted therefor by notice to the other, including the particular official's electronic mail address.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the County and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party, including without limitation any other municipality. Accordingly, nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof.

Section 17. Binding Effect. All of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon

the parties hereto and their respective representatives, successors and assigns.

Section 18. Effect on Other Agreements. Except as may be otherwise expressly provided in this Agreement, this Agreement shall not be construed or interpreted as amending, modifying, superseding, or terminating any other agreement between the City and the County.

Section 19. Validity of Agreement. The City and the County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on a claim of illegality, invalidity, or unenforceability of any nature.

Section 20. Covenant to Defend. If this Agreement or any portion hereof is challenged in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate or acquiesce to such challenge), the parties hereto agree, at each's individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both parties mutually agree not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

Section 21. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida, and venue for any action to enforce the provisions of this Agreement, as amended, shall be in the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida.

Section 22. Effective Date. Upon being approved and executed by the City and the County this Agreement shall take effect on November 1, 2024.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

CITY OF WINTER PARK,
a Florida municipal corporation

By: [Signature]
City Mayor, Shelia DeCiccio

Attest: [Signature]
Rene Cranis, City Clerk (Deputy)
Kim Breland

Witnesses:
[Signature]
Printed Name: Allison McGillis
[Signature]
Printed Name: John Harbilas

FOR THE USE AND RELIANCE ONLY
BY THE CITY OF WINTER PARK,
FLORIDA, APPROVED AS TO FORM
AND LEGALITY
This 16th day of December 2024

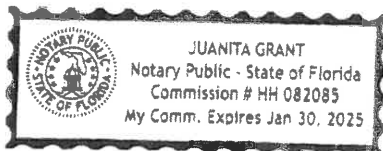
APPROVED BY THE WINTER PARK CITY
COMMISSION AT A MEETING HELD ON
December 11, 2024,
UNDER AGENDA ITEM NO. 6

[Signature]
City Attorney [Signature]

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Shelia DeCiccio and Rene Cranis, personally known to me to be the Mayor and City Clerk, respectively, of the CITY of WINTER PARK, a Florida municipal corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day
DECEMBER 2024.



[Signature]
Notary Public, State of Florida
JUANITA GRANT
Name typed, printed or stamped
My Commission Expires: 01/30/2024

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Ann - Kinney*
for Deputy Clerk

Date: December 17, 2024



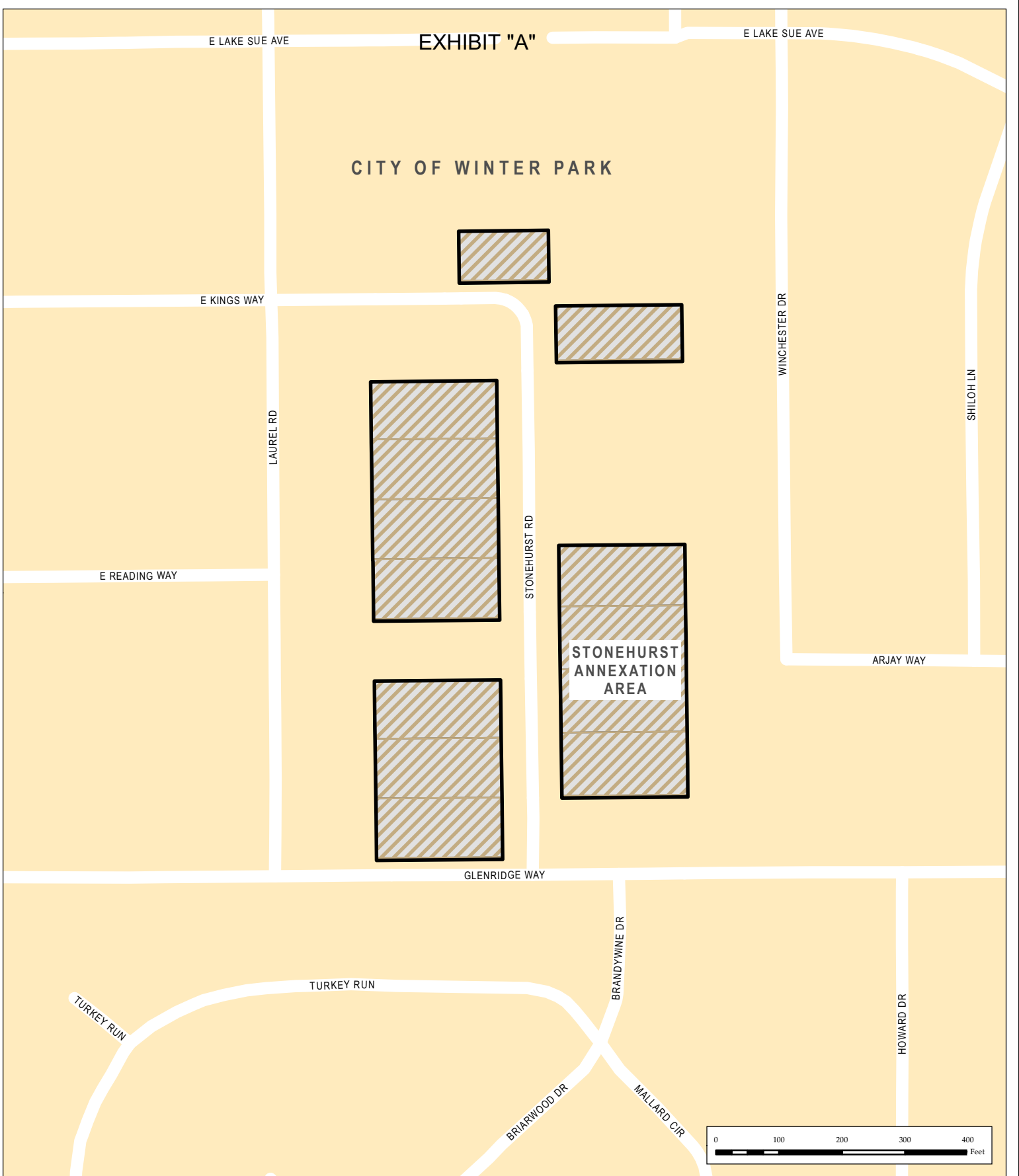


EXHIBIT "A"

CITY OF WINTER PARK

STONEHURST ANNEXATION AREA



ANNEXATION RESERVE AREA #4
STONEHURST
 City of Winter Park, Florida

LEGEND

- City of Winter Park
- Annexation Area
- Orange County

MAP
JPA-04
 October 2024



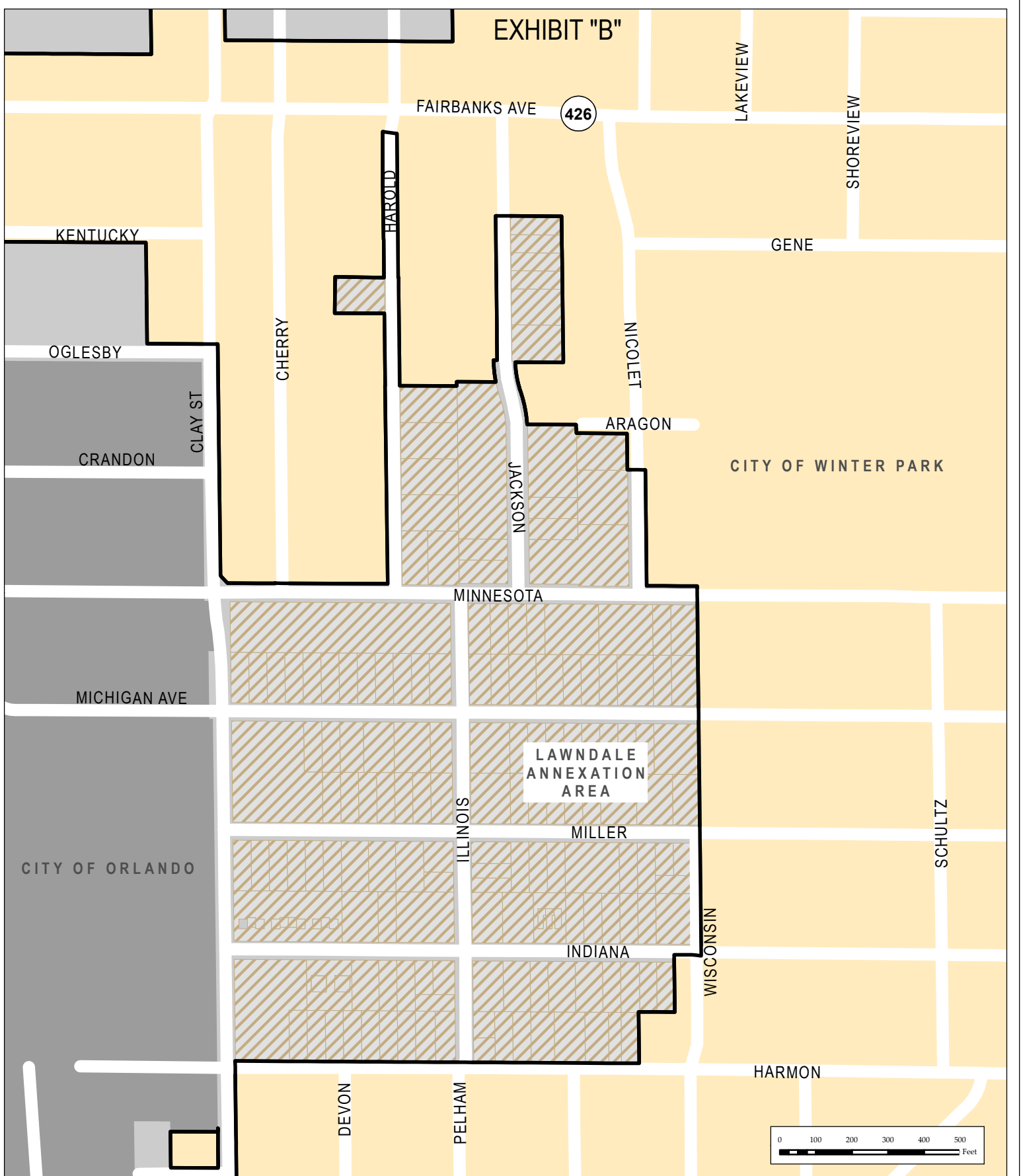


EXHIBIT "B"

FAIRBANKS AVE 426

LAKEVIEW

SHOREVIEW

KENTUCKY

GENE

OGLESBY

CLAY ST

CRANDON

HAROLD

CHERRY

NICOLET

ARAGON

CITY OF WINTER PARK

JACKSON

MINNESOTA

MICHIGAN AVE

LAWNDALE ANNEXATION AREA

CITY OF ORLANDO

ILLINOIS

MILLER

SCHULTZ

INDIANA

WISCONSIN

HARMON

DEVON

PELHAM



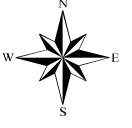
**ANNEXATION RESERVE AREA #3
LAWNDALE**

City of Winter Park, Florida

LEGEND

- City of Winter Park
- City of Orlando
- Annexation Area
- Orange County

**MAP
JPA-03
October 2024**





**ANNEXATION
RESERVE AREA #2
KENTUCKY/OGELSBY**
City of Winter Park, Florida

LEGEND

- City of Winter Park
- City of Orlando
- Annexation Area
- Orange County

**MAP
JPA-02
October 2024**



EXHIBIT "D"

CITY OF WINTER PARK

423 LEE RD

Lake Killarney

LAKE KILLARNEY
ANNEXATION AREA

426 W FAIRBANKS AVE

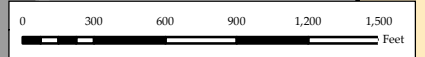
400



UN-INCORPORATED
ORANGE COUNTY

MINNESOTA AVE

CLAY ST



**ANNEXATION
RESERVE AREA #1
LAKE KILLARNEY**
City of Winter Park, Florida

LEGEND

- City of Winter Park
- City of Orlando
- Annexation Area
- Orange County

MAP
JPA-01
October 2024





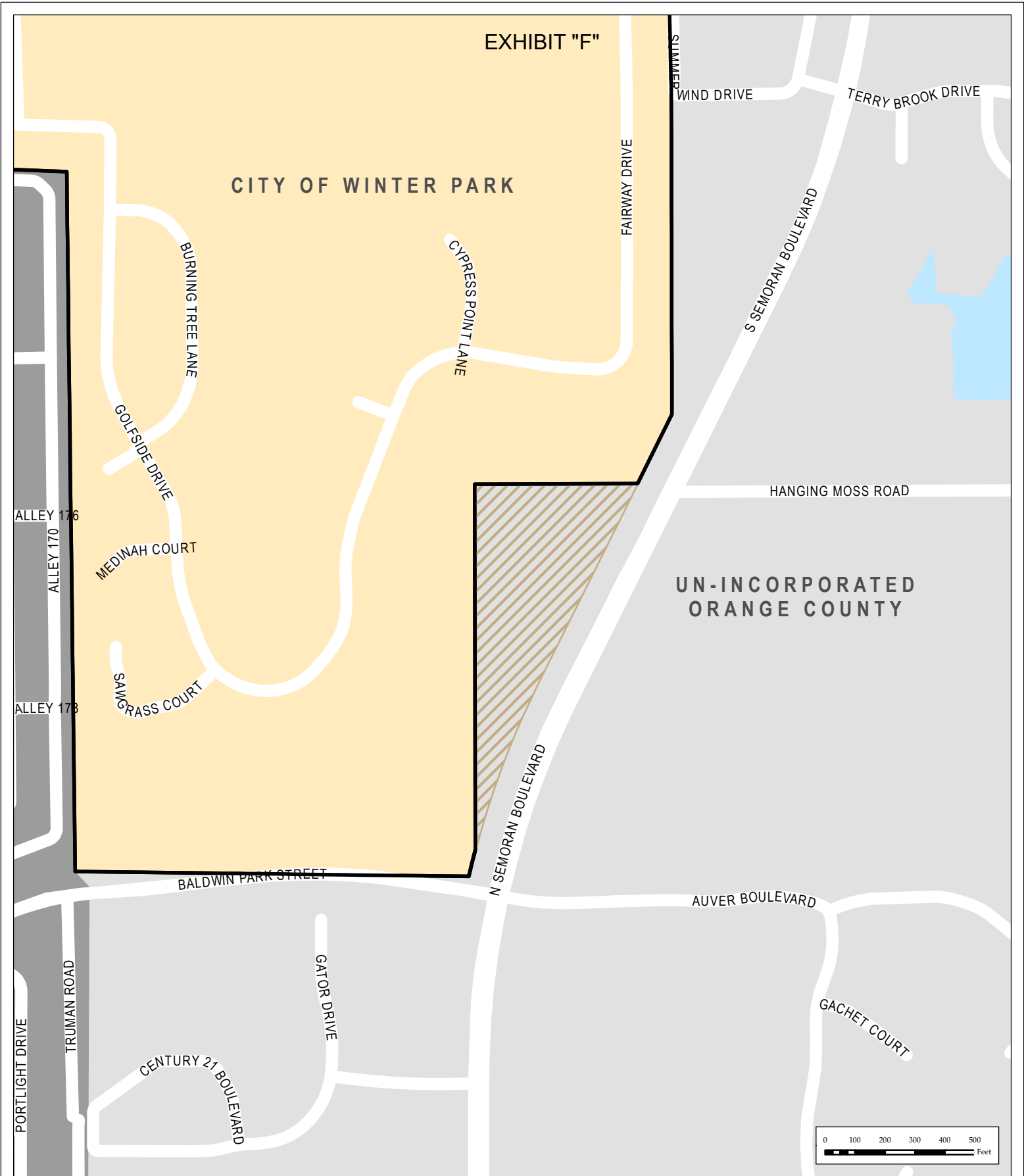
**ANNEXATION
RESERVE AREA #5
BAFFIE AVENUE**
City of Winter Park, Florida

LEGEND

- City of Winter Park
- City of Orlando
- Annexation Area
- Orange County

**MAP
JPA-05
October 2024**





**ANNEXATION
RESERVE AREA #6
SR 436 PROPERTY**
City of Winter Park, Florida

LEGEND

- City of Winter Park
- City of Orlando
- Annexation Area
- Orange County

**MAP
JPA-06
October 2024**

