

# **JOINT PLANNING AREA AGREEMENT**

**between the**

**CITY OF OCOEE**

**and**

**ORANGE COUNTY, FLORIDA**

Approved by the City of Ocoee  
City Commission

November 5, 2019

Approved by the Orange County  
Board of County Commissioners

December 3, 2019

# JOINT PLANNING AREA AGREEMENT

between the

**CITY OF OCOEE**

and

**ORANGE COUNTY, FLORIDA**

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

## RECITALS

WHEREAS, the City and the County previously entered into an agreement relating to a joint planning area in 1994, and amended it eighteen times;

WHEREAS, effective February 10, 2019, the City terminated that joint planning area agreement, as amended;

WHEREAS, the City and the County have subsequently negotiated and prepared a new joint planning area agreement -- this Agreement -- to address issues of mutual concern, such as a joint planning area land use map, annexations, including annexation of enclaves, and protection of the Clarcona Rural Settlement and Gotha Rural Settlement;

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 on May 23, 1991, and has subsequently amended it from time to time;

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"** 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.** The lands depicted within the boundary of the "Joint Planning Area" shown in **Exhibit "A"** attached hereto and incorporated herein by reference shall constitute the Joint Planning Area ("JPA").

**Section 5. Joint Planning Area Land Use Map.**

A. The unincorporated lands and accompanying land use designations depicted and described in **Exhibit "B"** attached hereto and incorporated herein by reference shall constitute the Joint Planning Area Land Use Map ("JPA Land Use Map"). The parties acknowledge and agree that those future land use designations are intended to apply upon and in the event of a lawful annexation of the land, and that some or all of such land uses may be inconsistent with the future land uses shown on the Future Land Use Map of the County's comprehensive plan.

B. 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, including the Future Land Use Map thereof, those unincorporated lands located within the JPA, provided the future land uses for such lands match the future land use designations shown on the JPA Land Use Map, as those land use designations may be amended by the parties from time to time.

C. 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.

D. The future land use designations for the unincorporated lands depicted and described in the JPA Land Use Map may be amended by the parties hereto in the manner described in this subsection D. Nothing in this Agreement shall be interpreted or construed to require the County to

seek or obtain an amendment to the JPA Land Use Map in order to amend the County's Future Land Use Map for unincorporated lands within the JPA; provided, however, at the time of application for any such amendment to the County's Future Land Use Map for unincorporated lands within the JPA 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. The parties agree that the JPA Land Use Map is applicable only with respect to the actions of the City after the lawful annexation of lands within the JPA. After the City annexes lands within the JPA, the land use designation for the annexed land shall remain in effect unless and until the JPA Land Use Map is amended in the manner described in this subsection D.

(1) Any amendments to the JPA Land Use Map must be approved at separate advertised public hearings by at least a majority vote of both the Ocoee City Commission and the Orange County Board of County Commissioners.

(2) The party requesting the amendment to the JPA Land Use Map (the "Amending Party") shall provide written notice to the other party (the "Reviewing Party") explaining the reason(s) for the requested amendment. Within forty-five (45) days of receipt of such notice, the Reviewing Party shall notify the Amending Party whether it desires to hold a public hearing to consider approving the proposed amendment. If a public hearing is not requested by the Reviewing Party, the proposed amendment shall be deemed rejected, and no further action shall be required. If a public hearing is requested by the Reviewing Party, the parties shall schedule and hold separate public hearings within sixty (60) days of the Amending Party's receipt of the Reviewing Party's notification. The first public hearing shall be held by the Amending Party, unless otherwise mutually agreed upon by the parties. If a proposed amendment is not approved by the Amending Party at its public hearing, the request for the proposed amendment shall be deemed withdrawn, and no further action shall be required. If the proposed amendment is approved by the Amending Party at its public hearing but not approved subsequently by the Reviewing Party at its public hearing, the proposed amendment shall be deemed rejected. However, in such an event, the Amending Party has the right to initiate informal mediation with the Reviewing Party at the East Central Florida Regional Planning Council.

(3) The approval of an amendment by both parties shall not be deemed to be an amendment to the City's comprehensive plan or the County's comprehensive plan, and therefore shall not be subject to the procedures with respect thereto.

(4) Upon approval of an amendment, the City, if necessary pursuant to applicable statutes and regulations, may seek to amend its comprehensive plan so as to be consistent with the amendment to the JPA Land Use Map. The County agrees not to object to or challenge any such comprehensive plan amendment that is consistent with the amended JPA Land Use Map.

## **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 the JPA Land Use Map, 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, notwithstanding that the County's comprehensive plan amendment or land use decision may not be consistent with the land use designation shown on the JPA Land Use Map.

B. All consistency determinations for any development permit application types listed in Section 11 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.

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. **Exhibit "C"** attached hereto and incorporated herein by reference identifies those

enclaves of unincorporated area within the JPA that the City may wish to annex under the provisions of Section 171.046(2), Florida Statutes.

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. The City agrees that it will not initiate, propose, or approve any annexations under Section 171.0413(6), Florida Statutes, sometimes referred to as “wraparound” annexations, except to avoid the creation of an enclave, to reduce an enclave, or to eliminate an enclave.

E. 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.

F. 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.

G. 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.

H. Where an annexation involves or necessitates a road transfer, the City/County Interlocal Agreement Regarding Jurisdiction to Operate and Maintain Certain Local Roads, dated July 31, 2012, shall apply or be amended, as necessary or applicable.

#### **Section 9. Community Redevelopment Area.**

A. The City and County shall continue their good faith efforts to improve and oversee redevelopment activities within the City’s Community Redevelopment Area (“Redevelopment Area”).

B. The City and the County agree to pursue expansion of the Redevelopment Area to include those parcels that were identified within the 2006 Redevelopment Study Area as unincorporated enclaves but that have subsequently been annexed into the City.

C. The City and County shall work together to evaluate the effectiveness of the Community Redevelopment Plan (“CRP”), including recommending updates that may be necessary to meet the intent of the original CRP and to enable full implementation of the CRP prior to 2036; the current Interlocal Agreement and expiration thereof; and, by mutual agreement

of the parties, the City and County may recommend extension of the Ocoee Community Redevelopment Agency and Redevelopment Area for up to ten (10) additional years, but in no case to extend beyond 2046.

**Section 10. Utility Services.** Utility services shall be provided pursuant to the City/County Utility Service Agreement(s), as it (they) may be amended from time to time or renewed.

**Section 11. Notices of Annexations, Comprehensive Plan Amendments, and Certain Development Permits.**

A. The City shall provide the County with notice of proposed annexations, proposed comprehensive plan amendments (including amendments to its Future Land Use Map), and development permit applications (rezonings and special exceptions only) for lands that abut unincorporated lands inside and outside the JPA boundaries. 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 lands that abut incorporated lands. Also, the City reserves the right to review and comment upon plans for residential subdivisions with five (5) or more residential units located within 500 feet of the JPA line.

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 12. Joint Planning Meetings; Issues of Common Concern.**

A. 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.

B. Parks and Recreation. The parties agree to have their appropriate officials and representatives meet at least annually to discuss joint planning and coordination regarding Parks and Recreation improvements, as more specifically summarized below. The parties agree to work together to identify joint projects and improvements, such as parks and recreation and other leisure



services, that the parties may jointly participate in and that will mutually benefit both parties. Such projects will include but shall not be limited to trail spurs and connections to the West Orange Trail and a sports complex in northwest Orange County and the City of Ocoee.

C. Billboards. The parties agree to work cooperatively to limit billboards within the JPA.

D. Ocoee State Road 50 Overlay. The parties agree to cooperate in efforts to facilitate through development approvals, in the City and the County, the goals and requirements of the Ocoee State Road 50 Overlay Area, as codified in Section 5-3.2 of the City's Land Development Code.

E. Ocoee Apopka Road. The parties agree to cooperate in efforts to facilitate improvements of Ocoee Apopka Road, including but not limited to Complete Street Design and the widening of Ocoee Apopka Road.

**Section 13. 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).

**Section 14. 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 15. 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 16. 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 17. 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.

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

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

If to the City:  
City Manager  
City of Ocoee  
150 N. Lakeshore Drive  
Ocoee, Florida 34765

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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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.

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

**Section 24. Effective Date.** This Agreement shall take effect upon the date of execution by the City or upon the date of execution by the County, whichever date is later.

CITY OF OCOEE,  
a Florida municipal corporation

Witnesses:

Kathy Heard  
Printed Name: Kathy Heard  
Amber Lee Landry  
Printed Name: Amber Lee Landry

By: Rusty Johnson  
City Mayor, Rusty Johnson  
Attest: Melanie Sibbitt  
Melanie Sibbitt, City Clerk

FOR THE USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA; APPROVED AS TO FORM AND LEGALITY  
This 5<sup>th</sup> day of Nov., 2019

APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON November 5, 2019, UNDER AGENDA ITEM NO. 14

[Signature]  
City Attorney

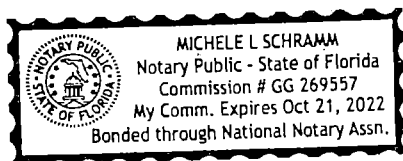
STATE OF FLORIDA  
COUNTY OF ORANGE

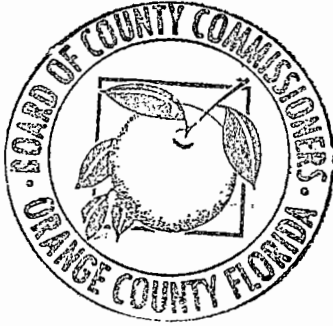
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RUSTY JOHNSON and MELANIE SIBBITT, personally known to me to be the Mayor and City Clerk, respectively, of the CITY of OCOEE, a Florida municipal corporation, 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 5<sup>th</sup> day of November, 2019.

[Signature]  
Signature of Notary

Printed Name: Michele L. Schramm  
Commission Number: 99 269557





ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Jeffrey L. Demings*  
Jeffrey L. Demings  
Orange County Mayor

Date: *5 December*, 2019

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

By: *Neel R.*  
for Deputy Clerk

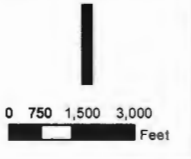
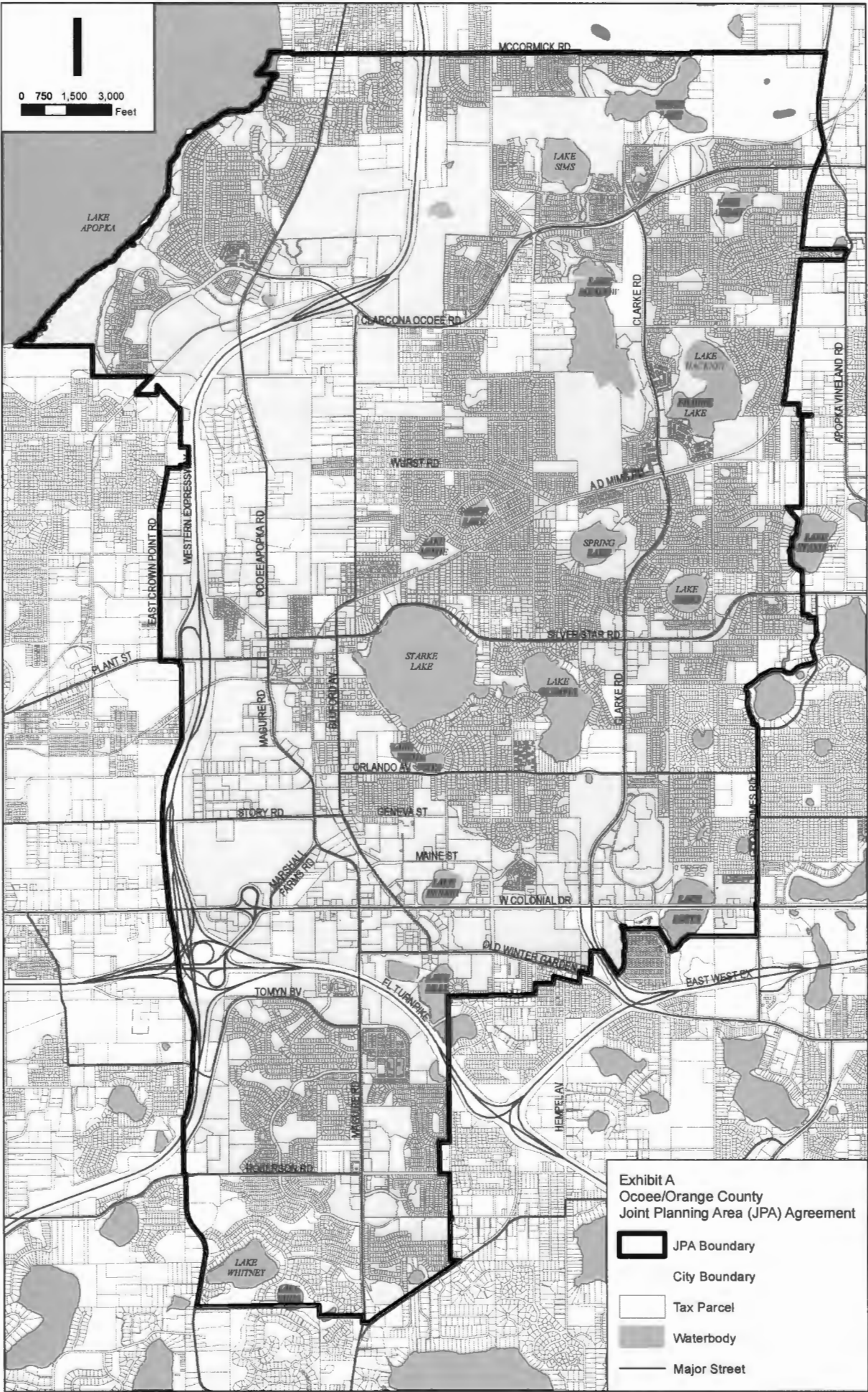





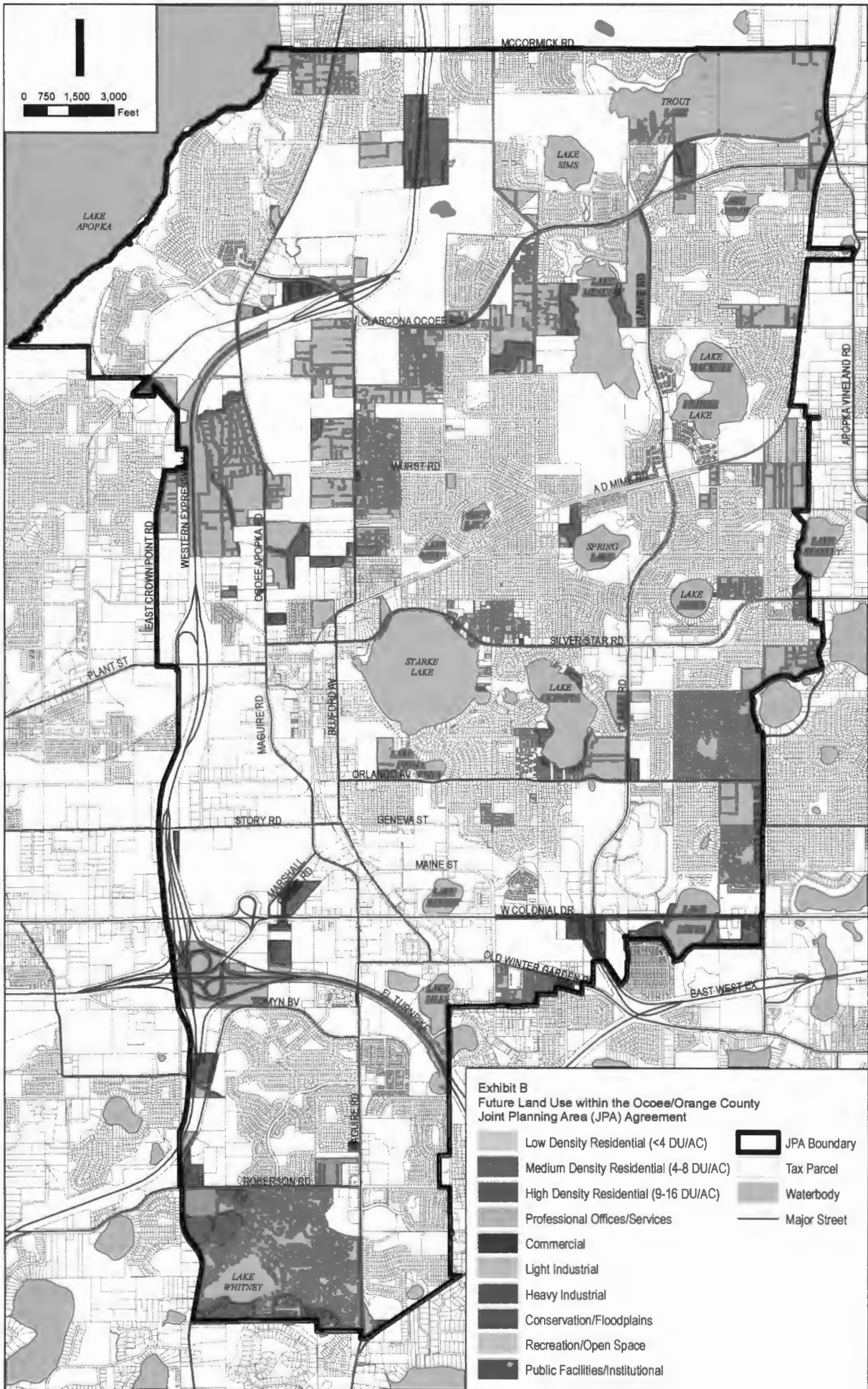
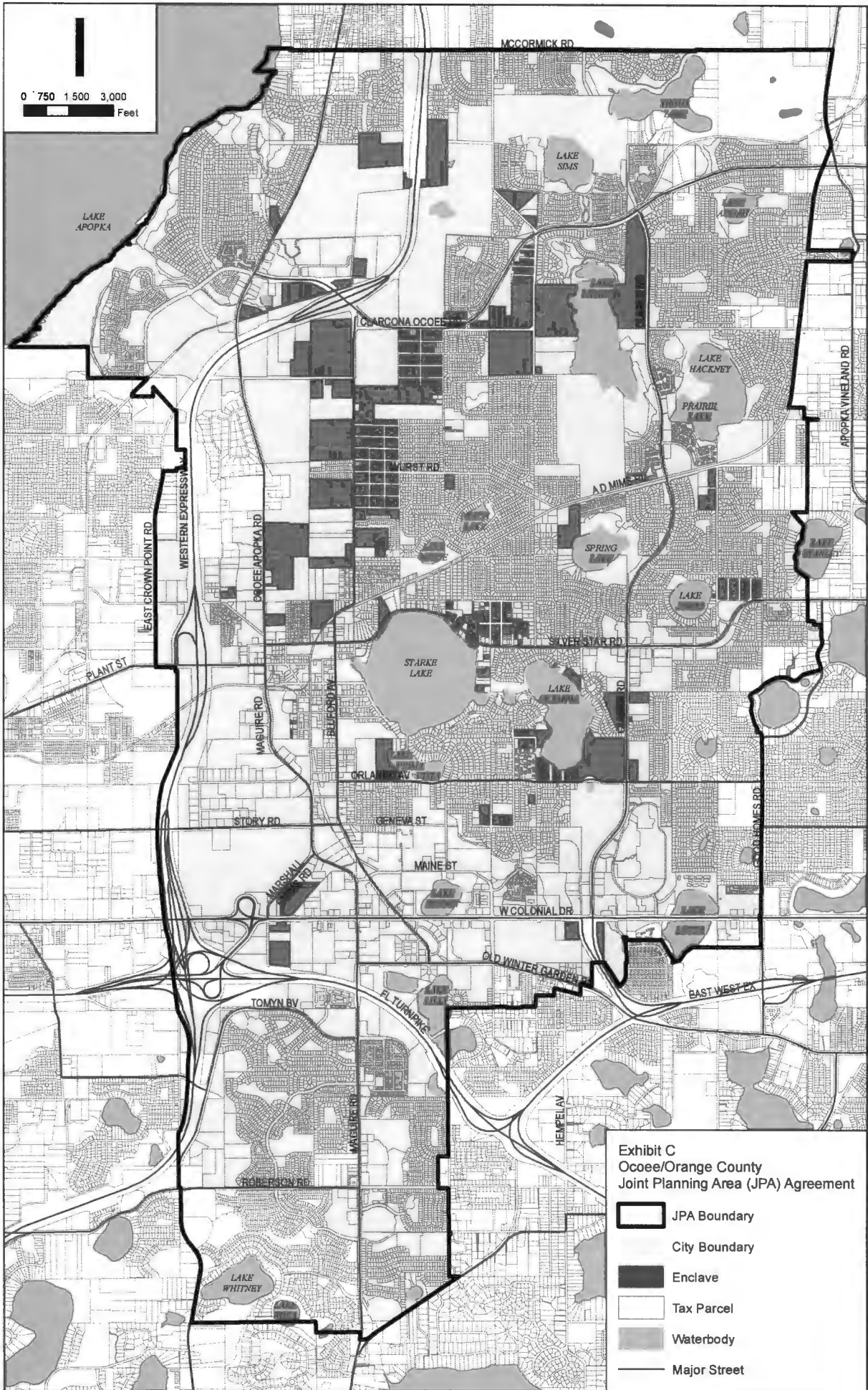


Exhibit A  
Ocoee/Orange County  
Joint Planning Area (JPA) Agreement


-  JPA Boundary
-  City Boundary
-  Tax Parcel
-  Waterbody
-  Major Street





0 750 1 500 3 000  
Feet

**Exhibit C  
Ocoee/Orange County  
Joint Planning Area (JPA) Agreement**

-  JPA Boundary
-  City Boundary
-  Enclave
-  Tax Parcel
-  Waterbody
-  Major Street