



Interoffice Memorandum

04-02-19P04:23 RCVD

04-02-19P04:34 RCVD

DATE: April 2, 2019

TO: Katie A. Smith, Deputy Clerk of the Board of County Commissioners, County Comptroller's Office

THROUGH: Cheryl Gillespie, Supervisor, Agenda Development Office

FROM: Chris Testerman, AICP, Deputy County Administrator

CONTACT PERSON: **Steven Thorp, AICP
Planner III
(407) 836-5549 or steven.thorp@ocfl.net**

SUBJECT: Seventh Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden

Applicant: N/A

Type of Hearing: Joint Planning Area (JPA) Agreement

Commission District: 1

BCC Public Hearing Required by: N/A, however, JPA requires a public hearing

Clerk's Advertising Requirements: At least 10 days before the BCC public hearing date, place a regular enactment advertisement in the Orlando Sentinel in compliance with Section 125.66(4)(b)(1)&(2), Florida Statutes.

LEGISLATIVE FILE # 19-503

May 7, 2019 @ 2 pm

Spanish Contact Person: IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, CONTACT THE ORANGE COUNTY PLANNING DIVISION, Email: planning@ocfl.net or Phone: 407-836-5600

PARA MÁS INFORMACIÓN, REFERENTE A ESTA VISTA PUBLICA CON RESPECTO A UNA AUDENCIA PUBLICA SOBRE PROPIEDAD EN SU AREA/VECINDAD, FAVOR COMUNICARSE CON LA DIVISIÓN DE PLANIFICACION, AL NUMERO, 407-836-5600.

Material Being Submitted As Backup For Public Hearing Request:

- (1) Seventh Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden

Special Instructions to the Clerk:

- (1) Please schedule this public hearing for **May 7, 2019**.
- (2) The Planning Division will submit one original already executed by the City of Winter Garden to the Clerk's office. Please transmit the fully executed original to the Planning Division upon approval.

c: Joel Prinsell, Deputy County Attorney, County Attorney's Office
Jon V. Weiss, Director, Planning Environmental Development Services
Department
Alberto Vargas, MArch, Manager, Planning Division
Susan McCune, AICP, Project Manager, Planning Division

**SEVENTH AMENDMENT TO THE RESTATED INTERLOCAL
AGREEMENT FOR JOINT PLANNING AREA BETWEEN ORANGE
COUNTY AND THE CITY OF WINTER GARDEN**

This Seventh Amendment to the Restated Interlocal Agreement for Joint Planning Area ("Seventh Amendment") is made by and between Orange County, Florida, a Charter County and political subdivision of the State of Florida ("County"), and the City of Winter Garden, a Florida municipal corporation ("City").

WHEREAS, a Restated Interlocal Agreement for Joint Planning Area was approved by the City on June 12, 1997, and approved and executed by the County on June 19, 1997, and became effective on June 19, 1997; and

WHEREAS, the First Amendment to the Restated Interlocal Agreement was approved and executed by the City on February 8, 2001, and was approved and executed by the County on April 17, 2001; and

WHEREAS, the Second Amendment to the Restated Interlocal Agreement was approved and executed by the City on February 28, 2002, and was approved and executed by the County on February 26, 2002; and

WHEREAS, the Third Amendment to the Restated Interlocal Agreement was approved and executed by the City on September 26, 2002, and was approved and executed by the County on October 8, 2002; and

WHEREAS, the Fourth Amendment to the Restated Interlocal Agreement was approved and executed by the City on April 22, 2004 and approved and executed by the County on May 25, 2004; and

WHEREAS, the Fifth Amendment to the Restated Interlocal Agreement was approved by the City on October 14, 2004 and approved and executed by the County on November 9, 2004; and

WHEREAS, the Sixth Amendment to the Restated Interlocal Agreement was approved by the City and approved by the County on April 17, 2007; and

WHEREAS, the aforesaid Restated Interlocal Agreement for Joint Planning Area and all amendments thereto are collectively herein referred to as the "Restated Agreement"; and

WHEREAS, County and City now desire to amend the Restated Agreement by expanding the Joint Planning Area depicted on Exhibit "A" of the Restated Agreement to include portions of certain properties south of Tilden Road, generally east of SR 429 and west of the West Orange Country Club (the "Expansion Area"), and to assign City land uses to the Expansion Area;

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

1. Amendments to Restated Agreement:

a. Amendment to the Joint Planning Area. The Joint Planning Area as reflected in Exhibit "A" to the Restated Agreement, is hereby replaced and superseded by Exhibit "A" to this Seventh Amendment, which is attached hereto and incorporated herein by reference.

b. Expansion Area.

i. Exhibit "B," attached to this Seventh Amendment and incorporated herein by reference, depicts the Expansion Area, more particularly described as: (i) a portion of the 40.17 +/- acre property located at 14950 Tilden Road, having Orange County Tax Parcel ID# 10-23-27-0000-00-034, and (ii) a portion of the adjoining 40.25 +/- acre property located at 14908 Tilden Road, having Orange County Tax Parcel ID #10-23-27-0000-00-033. Exhibit "C," attached to this Seventh Amendment and incorporated herein by reference, consists of the legal description for the Expansion Area.

ii. After annexation, the City shall assign the City's Suburban Residential Future Land Use (4 dwelling units per acre) to the Expansion Area. This land use will be the maximum density that will be allowed to be developed in the Expansion Area, subject to any other limitations and restrictions that may be approved at the time of the City's adoption of a comprehensive plan amendment and rezoning approval.

c. Termination Date. The term of the Restated Agreement is hereby extended to October 31, 2022 and shall automatically extend beyond such date for consecutive one (1) year terms each year thereafter unless either the City or County delivers a notice of nonrenewal to the other party at least nine (9) months prior to the termination date in 2022 or to any one (1) year renewal term.

d. Enclave/Annexation. Paragraph 6. i. of the Restated Agreement is hereby replaced with the following language:

i. Enclaves. The City and County shall work together in good faith to enter into interlocal agreements pursuant to section 171.046(2)(a), Florida Statutes (2018), to eliminate enclaves of 110 acres or less.

e. Residential Development. No rezoning application or development plan for residential development in the Expansion Area shall be considered for approval if such rezoning application or development plan has not been processed as a Planned Unit Development. This provision shall survive the expiration and termination of the Restated Agreement, as amended. The Planned Unit Development documents shall include and

illustrate the following general design guidelines:

- i. How the development will achieve architectural articulation, variation, and scale to create visual interest along streets and give importance to pedestrian scale and use over vehicular use.
- ii. How the development will reinforce a sense of community and increase walkability. Pedestrian and vehicle connections shall be required between residential subdivisions and between residential and commercial areas.
- iii. How the development will incorporate accessible, common spaces such as parks or greens to encourage resident interaction, create focal points for community identity, and provide breaks in building repetition and provide relief to development intensity.
- iv. Gated streets shall not restrict pedestrian and bicycle access.
- v. Stormwater facilities shall be designed and incorporated into open spaces and amenities.
- vi. Block length and street patterns shall be determined based on achieving the following:
 - a. A visually interesting interconnected street network;
 - b. Enhancement of view corridors and vistas to parks, open space, lakes, or other significant features;
 - c. Protection of natural features and/or specimen trees;
 - d. Encouragement of pedestrian access and utility; and
 - e. Elimination of long, continuous runs of similar lot sizes, repetitive building facades, and building masses.
- vii. Garages should be located to the rear of single-family residential lots or at least five (5) feet behind the primary building façade. Side entry garages may be located in front of the primary building façade and behind the front setback line.
- viii. How the development will achieve compatibility between uses utilizing: comparable lot size or building square footage on adjoining lots; building height; building length; use of step backs in building elevations; separation through landscaped buffers; walks; natural buffers; increased building setbacks; and/or street roadway separation.

- ix. Front porches shall be provided on at least fifty percent (50%) of all single-family residential units.
- x. Primary building entrances shall be visible and accessible from the street and shall have a walkway from the primary entrance to the sidewalk.
- xi. Architectural features shall be used such as: balconies; covered entries; bay windows; variation in massing and height of primary facades using L's, wings, and changes in wall planes; hip, gable and gambrel roofs (no flat roofs); all which enhance the street front appearance and promote an appropriate massing and scale that will be consistent with the character and identity of the development.
- xii. Multi-family development:
 - a. Shall be integrated into the pedestrian scale and interconnected street network avoiding large building mass and repetitive architecture commonly associated with campus or garden style apartment complexes.
 - b. Parking for multi-family residents should be encouraged behind principal buildings. Principal buildings should front on the street.

2. No Further Changes. The foregoing terms and conditions are hereby incorporated into the Restated Agreement. Except as expressly set forth in this Seventh Amendment, the Restated Agreement in its original form shall remain in full force and effect. Capitalized terms used in this Seventh Amendment that are also used in the Restated Agreement shall have the same meaning as set forth in the Restated Agreement. In the event of any conflict or ambiguity between the Restated Agreement and this Seventh Amendment, this Seventh Amendment controls.

3. Effective Date. This Seventh Amendment to the Restated Agreement shall take effect upon the date of approval by the City, or upon the date of approval by the County, whichever last occurs.

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Seventh Amendment to the Restated Interlocal Agreement for Joint Planning Area Between Orange County and the City of Winter Garden

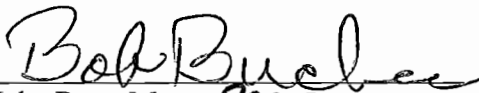
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

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

By: _____
Deputy Clerk

CITY OF WINTER GARDEN, FLORIDA

By: 
~~John Rees, Mayor~~ **PRO-TEM**
BOB BUCHANAN

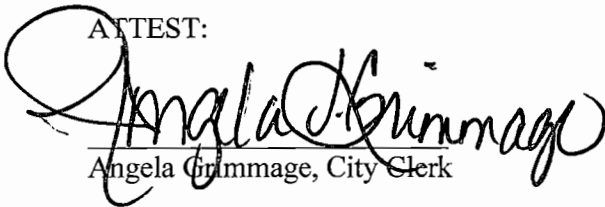
ATTEST:

Angela Grummage, City Clerk

Exhibit A

- City Hall
- Fire Stations
- Library
- Museum
- Police Station
- Post Office
- Schools
- Parks & Recreation
- Trails and Paths
- Railroads
- Major Roads
- Roads
- Proposed JPA Boundary
- County Line
- Water bodies
- City Limits



Disclaimer: The City of Winter Garden makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. This map was prepared by the City's GIS Coordinator.

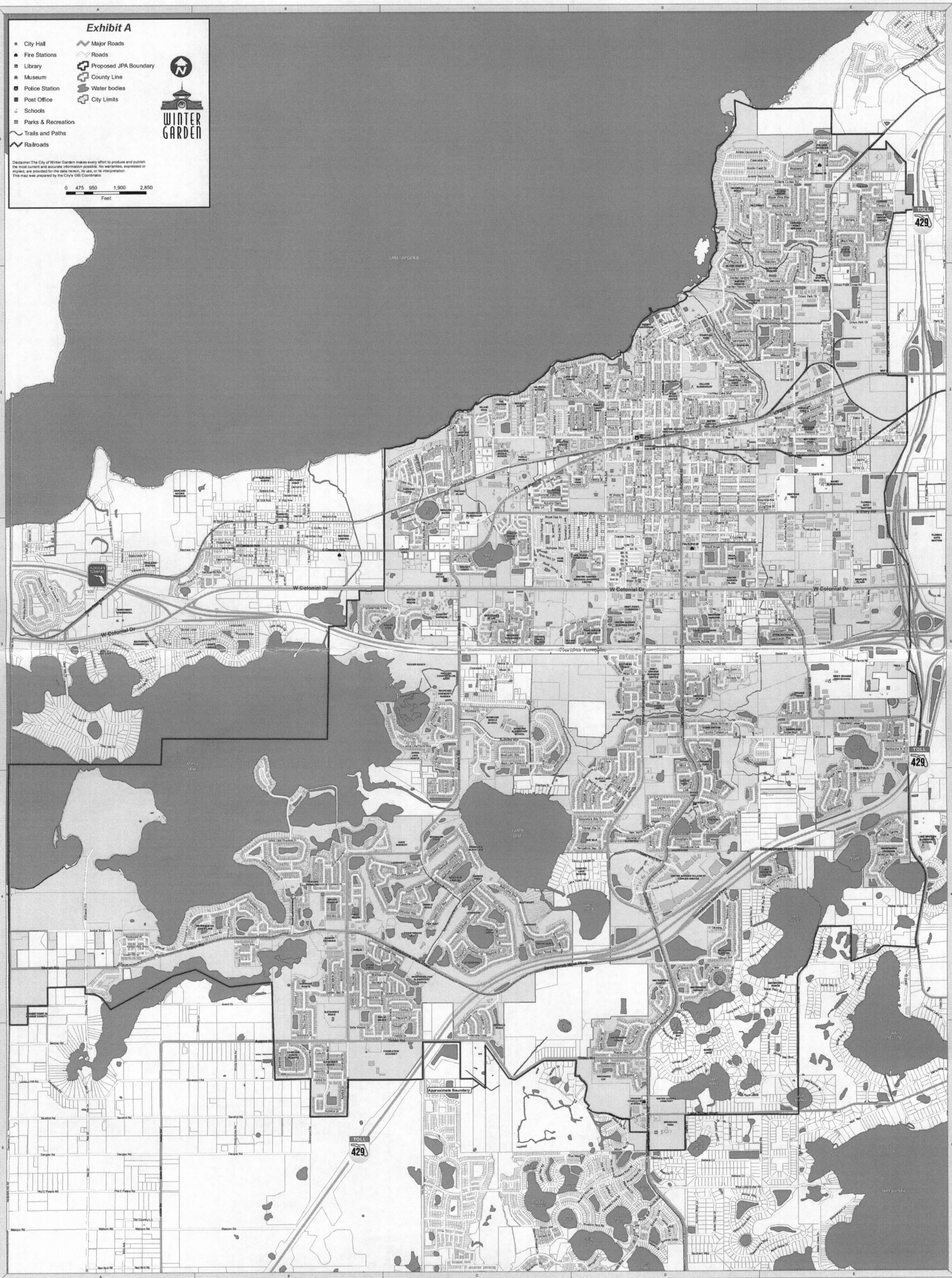
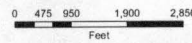


EXHIBIT "B"

EXPANSION AREA

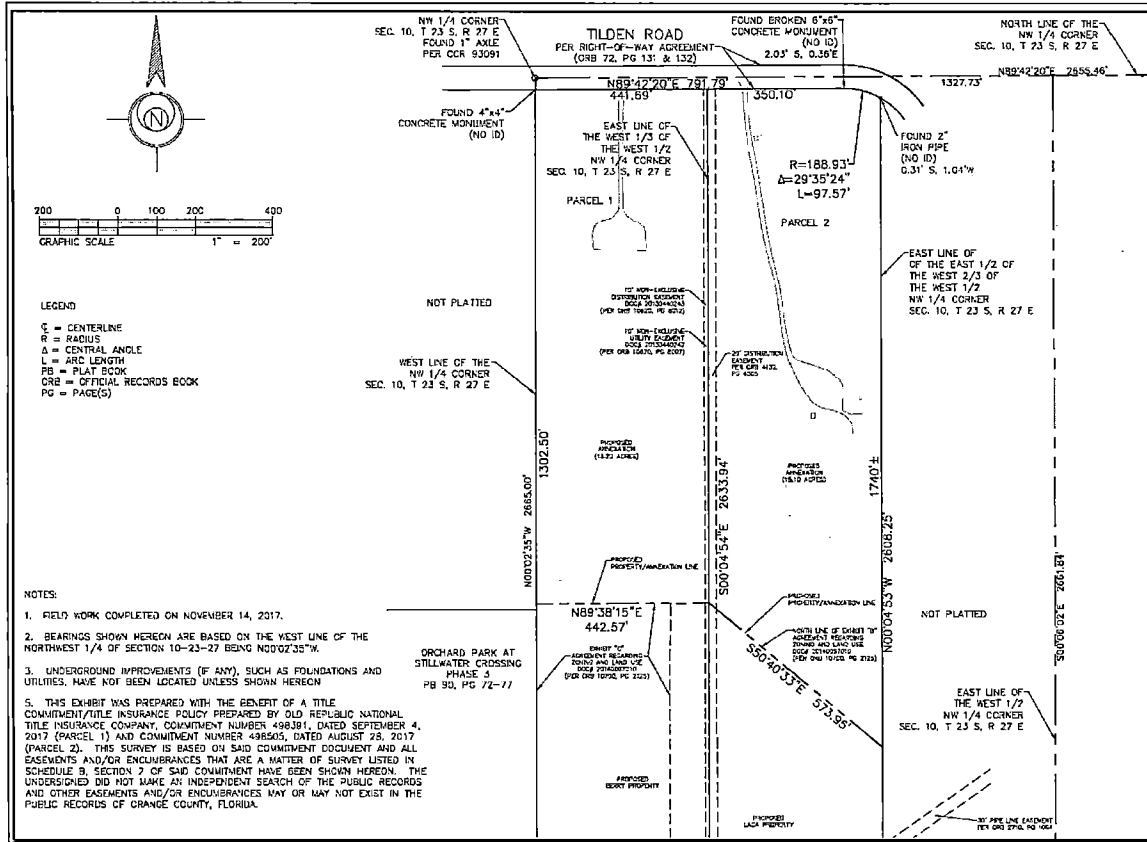


EXHIBIT "C"

EXPANSION AREA LEGAL DESCRIPTION

A parcel of land lying in Section 10, Township 23 South, Range 27 East, Orange County, Florida, being more particularly describes as follows:

Commence at the Northwest corner of said Section 10, thence $S00^{\circ}02'35''E$ along the West line of the Northwest quarter (1/4) of said Section 10 for 30.00 feet to the Point of Beginning, said point being a point on the South right-of-way line of Tilden Road as described in Official Records Book 72, pages 71 and 72 of the Public Records of Orange County, Florida, thence $N89^{\circ}42'20''E$ along said South right-of-way line for 791.79 feet to the point of curvature of a curve concave to the Southwest; thence Southeast along said South right-of-way of Tilden Road and along the arc of said curve having a radius of 188.93 feet; through a central angle of $29^{\circ}35'24''$ for 97.57 feet to a point on the East line of the West two-thirds (2/3) of the West half (1/2) of said Northwest quarter (1/4); thence $S00^{\circ}04'53''E$ along said East line for 1643.32 feet to a point on the North line of Exhibit "B" of the Agreement Regarding Zoning and Land Use as described in Official Records Book 10700, Page 2125; thence $N50^{\circ}40'33''W$ along said North line of Exhibit "B" for 573.95 feet; thence $S89^{\circ}38'15''W$ for 99.07 feet to a point on the North line of Exhibit "C" of the Agreement Regarding Zoning and Land Use as described in Official Records Book 10700, Page 2125; thence continue $S89^{\circ}38'15''W$ along said North line of Exhibit "C" for 343.50 feet to a point on the West line of aforesaid Northwest quarter (1/4) of Section 10; thence $N00^{\circ}02'35''W$ along said West line for 1302.50 feet to the Point of Beginning. Containing 28.318 acres (1,233,553 square feet), more or less.