



Interoffice Memorandum

March 16, 2007

TO: Mayor Richard T. Crotty  
-AND-  
Board of County Commissioners

FROM: James E. Harrison, Esq., P.E., Director  
Growth/Management Department

CONTACT PERSON: Susan E. Caswell, AICP, Interim Manager, Planning Division  
407-836-5884

SUBJECT: April 17, 2007- Public Hearing  
Sixth Amendment to the Joint Planning Area Agreement between  
Orange County and the City of Winter Garden

The current Orange County/Winter Garden Joint Planning Area (JPA) Agreement establishes boundaries for annexations, land use designations and design standards for development, and provides for notice of certain land use applications.

This Sixth Amendment expands the joint planning area depicted on Exhibit "A" and assigns land uses to the Expansion Areas. The bulk of the new area to be included in the Joint Planning Area by the Sixth Amendment is part of the former Village A of Horizon West. Land uses assigned to the Expansion Area are Suburban density (maximum of 4 DUs/Acre) and Residential-Neighborhood Commercial. The proposed Sixth Amendment contains a provision that these land uses must remain unchanged unless and until the City provides notice and an opportunity for the County to comment on such changes.

The proposed Sixth Amendment contains terms and conditions regarding the following subjects: street lighting, water and sewer, Marsh Road, and bike/pedestrian trail. In addition, this Amendment provides buffer areas, which places limitations on use and density of development adjacent to unincorporated parcels. The amendment also extends the term of the agreement to October 1, 2017.

The City of Winter Garden adopted the Sixth Amendment to the JPA at the public hearing held on January 25, 2007 (see attached copy).

**ACTION REQUESTED:** Approval of the Sixth Amendment to the Joint Planning Area Agreement between Orange County and the City of Winter Garden. District 1

Page 2 of 2  
April 17, 2007- Public Hearing  
Joint Planning Agreement / Orange County and City of Winter Garden

JEH/SEC/AJ/js  
Attachments

c: David Heath, AICP, Deputy County Administrator  
Joel Prinsell, Deputy County Attorney, County Attorney's Office  
Chris Testerman, AICP, Director of Government Relations  
Althea Jefferson, Chief Planner, Planning Division  
Ed Williams, Planning Director, City of Winter Garden

APPROVED

BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

APR 17 2007

KJ/BW

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

**Dated January 24, 2007**

This Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area ("Sixth 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 municipality existing under Florida law ("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 ("Restated Agreement"); and

WHEREAS, the First Amendment to the Restated 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 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 Agreement was approved and executed by the City and approved and executed by the County on October 8, 2002; and

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

WHEREAS, the Fifth Amendment to the restated agreement was approved by the City on October 14, 2004 and executed by Orange County on November 9, 2004; and

WHEREAS, County and City now desire to amend the Restated Agreement, as amended, by expanding the joint planning area expansion area depicted on Exhibit "B" and generally include the properties bounded by the Avalon Rural Settlement Area and Lake Avalon to the south, Lake County to the west, Johns Lake/Turnpike to the north and the City of Winter Garden to the east, and to assign land uses to the expansion area, and

WHEREAS, the bulk of the new area to be included in the Joint Planning Area is part of the former Village A of Horizon West,

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

1. Amendments to Restated Agreement, as Amended,

a. Joint Planning Area; Expansion Area. Exhibit "A" to the Fifth Amendment of the Restated Agreement is hereby replaced and superseded by Exhibit "A" to this Sixth Amendment, which is attached hereto and incorporated herein by reference. Henceforth the lands newly included in the Joint Planning Area by the Sixth Amendment which were not included in the Joint Planning Area of the Fifth Amendment or any other prior amendment are depicted and described as "JPA 6-Parcels" in Exhibit "B" attached

hereto, and are referred to as the "Expansion Area". The Expansion Area together with the Joint Planning Area covered by the Fifth Amendment shall collectively constitute the Joint Planning Area ("JPA").

b. Land Uses for Expansion Area. The Expansion Area is hereby assigned the Future Land Uses as designated on Exhibit "C" to this Sixth Amendment, which is attached hereto and incorporated herein by reference. These land uses are the Suburban density (maximum of 4 DUs/Acre) and Residential- Neighborhood Commercial intensities that will be allowed to be developed on the Expansion Area and subject to other limitations and restrictions at the time of Comprehensive Plan Amendment and rezoning approval. These land uses shall remain unchanged unless and until the City provides notice and an opportunity for County's comment on such changes.

c. Paragraph 1(b) of the Second Amendment, replaced and superseded by the Third Amendment thereto in 2002 and by the Fifth Amendment thereto in 2004, is hereby amended in its entirety to read as follows: School Capacity. Section 704.B.2 of the Orange County Charter as implemented by Orange County Ordinance No. 2006-04 as further implemented by the Interlocal Agreement Regarding School Capacity between Orange County and Orange County Public Schools executed by Orange County Public Schools June 21, 2006 supercedes the school capacity requirements provided in the Restated Agreement as amended through JPA-5.

d. Paragraph 1(d) of the Third Amendment, replaced and superseded by the Fifth Amendment thereto in 2004, is hereby amended in its entirety to read as follows: Commercial and Non-Residential Development. No rezoning application or development plan for commercial or non-residential development for the Expansion Area shall be considered for approval if such rezoning application or development plan has not been processed as a Planned Commercial Development (or as part of the PUD rezoning in the case of schools, churches, and daycares), and does not comply with the requirements of all applicable laws, ordinances, or regulations. No industrial or heavy commercial business will be allowed. No commercial Development will be allowed adjacent to the Avalon Rural Settlement Area.

The neighborhood center location is conceptual and may be shifted subject to inclusion in a Planned Development. The exact location of the neighborhood center will be established at the time the center is rezoned to Winter Garden PCD or PUD but cannot be located more than 300 feet south of the intersection of Williams Road and Marsh Road. The neighborhood center will be a maximum of 20 acres and may include residential and civic uses in addition to those uses permitted in the Winter Garden C-4 Neighborhood Commercial District.

e. Paragraph 1(e) of the Third Amendment, replaced and superseded by the Fifth Amendment thereto in 2004, is hereby amended in its entirety to read as follows: Residential Development. Residential neighborhoods shall be planned to encourage walking and other activities that contribute to healthy lifestyles. 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. The Planned Development documents

should include and illustrate, among other items, the general design guidelines shown on the attached Exhibit "D".

f. The following terms and conditions are added to the Restated Interlocal Agreement for the Joint Planning Area by and between the County and the City, as amended, to read as follows:

**Street Lighting** - In order to minimize light glare and nuisance light impacts on surrounding properties, the parties agree that drop lenses, sag lenses, and convex lenses shall be prohibited in the JPA. The parties agree that all street light fixtures within the JPA should be fully-horizontal cutoff. The parties agree that within the JPA light bulb wattage shall not exceed 400 watts and that lamp source shall be metal halide, or compact fluorescent. High Pressure Sodium bulbs are prohibited.

**Water and Sewer** - All new development must be served with City of Winter Garden water and wastewater. No septic tanks or "package plants" will be allowed. The City and County are in the process of finalizing an agreement between them relating to water, wastewater and reclaimed water within and around the City boundaries and the Expansion Area.

**Marsh Road** - The City shall notify Orange County prior to the approval of any improvements to Hartwood Marsh Road.

~~Bike/Ped Trail~~ - The City will work with the County on developing a Bike/Ped trail along Hartwood Marsh Road from the Orange County line to Stoneybrook West Parkway.

**Buffers adjacent to unincorporated Orange County** - The development of the Expansion Area that is adjacent to unincorporated parcels located outside the Expansion Area are limited as follows:

- **No Commercial** - No commercial developments are allowed within 500 feet of unincorporated Orange County parcels located outside of the Expansion Area.
- **Density** - The Residential density in the Expansion Area that is located within 500 feet of unincorporated Orange County located outside of the Expansion Area is limited to 3 DUs/A. Within 100 feet of the Expansion Area there will be an open space/landscaped buffer 100 in feet in width or the density will be limited to 1 Du/Acre.
- **Wetlands and Lakes** - The above special limitations are not required for development in the Expansion Area that is adjacent to unincorporated wetlands or lakes including Lake Avalon.
- **Avalon Lake** - The development adjacent to Lake Avalon is limited to residential, parks, and roads only.

an interconnective  
Trail system  
within the  
joint  
Planning  
area  
including a  
An  
Jaza  
Key

Reuse - All new development will be required to take reuse water for irrigation from available sources.

g. Paragraph 6 of the Restated Interlocal Agreement for the Joint Planning Area by and between the County and the City, is hereby amended in its entirety to read as follows:

"6. Enclaves/Annexation.

i. Enclaves. Within two years of the effective date of this Sixth Amendment, the City and County shall work together in good faith to enter into interlocal agreements pursuant to section 171.046(2)(a), Florida Statutes, to eliminate enclaves of ten (10) acres or less which exist on the effective date of this Sixth Amendment. The parties agree to identify said enclaves and provide such information to each to the other within 6 months of the effective date of this Sixth Amendment.

ii. Annexation. Nothing herein shall be construed as amending any annexation law, nor altering the interest of either party under the Municipal Annexation or Contraction Act, Chapter 171, Florida Statutes. No area within the Joint Planning Area as amended by this Sixth Amendment shall be considered as within the jurisdiction of the City until such time as annexation of such area has been lawfully completed. Annexation shall not be construed as removing any area within the Joint Planning Area as amended by this Sixth Amendment from the coverage of the Restated Interlocal Agreement, as amended. As the City lawfully annexes property located within the Joint Planning Area as amended by the Sixth Amendment, the parties agree to work together in good faith to enter into interlocal agreements to resolve issues related to the transferring of that infrastructure which primarily benefits the area that is subject to the annexation. Specifically regarding road right-of-way, where the City has annexed or annexes after the effective date of this Sixth Amendment, greater than fifty percent (50%) of the total linear frontage along both sides of any road right-of-way located between two intersecting streets (e.g. a local road), other than a road right-of-way that is part of the State Highway System or a road right-of-way that is a County functionally classified road, the City agrees to accept the responsibility to maintain and operate such road right-of-way or segment thereof, including any associated drainage conveyance that serves only that segment and is between the two intersecting streets".

h. Paragraph 7 of the Restated Interlocal Agreement for the Joint Planning Area by and between the County and the City, is hereby amended in its entirety to read as follows:

"7. Notice of Annexations, Deannexations, Comprehensive Plan Amendments and Development Permits.

The County shall provide the City with specific notice for any proposed comprehensive plan amendments for all unincorporated lands lying within the boundaries of the Joint Planning Area as amended by the Sixth Amendment. The City shall provide the County with such specific notice for any amendments or applications for all incorporated lands lying within the boundaries of the Joint Planning Area as amended by the Sixth Amendment. Regarding the area described in the Joint Planning Area as amended by the Sixth Amendment, specific notice shall be provided pursuant to paragraph 14 of the Restated Interlocal Agreement at least fifteen (15) business days prior to any Planning and Zoning Commission, Local Planning Agency, Development Review Committee, or Board of Zoning Adjustment public hearing scheduled to consider an application or proposal to amend a comprehensive plan or initiation of such action by the City or County, whatever the case may be. Furthermore, specific notice shall be provided pursuant to paragraph 14 of the Restated Interlocal Agreement at least thirty (30) business days prior to a Board of County Commission or City Commission public hearing scheduled to consider an application or proposal to amend a comprehensive plan or initiation of such action by the City or County, whatever the case may be. Upon written request (via fax or electronic mail is sufficient for this request), either party may obtain a copy of any such application or proposal and a copy of any staff report, and be notified of all public hearing dates with respect thereto and all other dates on which action may be taken with respect to said application".

2. Paragraph 14 of the Restated Interlocal Agreement for the Joint Planning Area by and between the County and the City, is hereby amended to add the following fax numbers for notification purposes:

City Planning Director fax: 407-654-4952  
City Manager fax : 407- 656-4777

All other terms, conditions and data stated in section 14 of the Restated Interlocal Agreement for the Joint Planning Area by and between the County and the City shall remain in full force and effect.

3. Termination Date – The term of the Restated Agreement, as amended, is hereby extended to October 1, 2017 and automatically extended beyond date for consecutive one (1) year terms 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 2017 or any extended one (1) year term.

4. Status of Remainder of Restated Agreement, as Amended. Except as set for the above, the other paragraphs and provisions of the Restated Agreement, as amended, shall remain unchanged and in full force and effect.

5. Effective Date. This Sixth 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 date is later.



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Richard T. Crotty*  
Richard T. Crotty  
Orange County Mayor  
Date: 4-25-07

ATTEST: Martha O. Haynie, County  
Comptroller as Clerk of the Board of  
County Commissioners

BY: *[Signature]*  
Deputy Clerk

CITY OF WINTER GARDEN  
By: City Commission

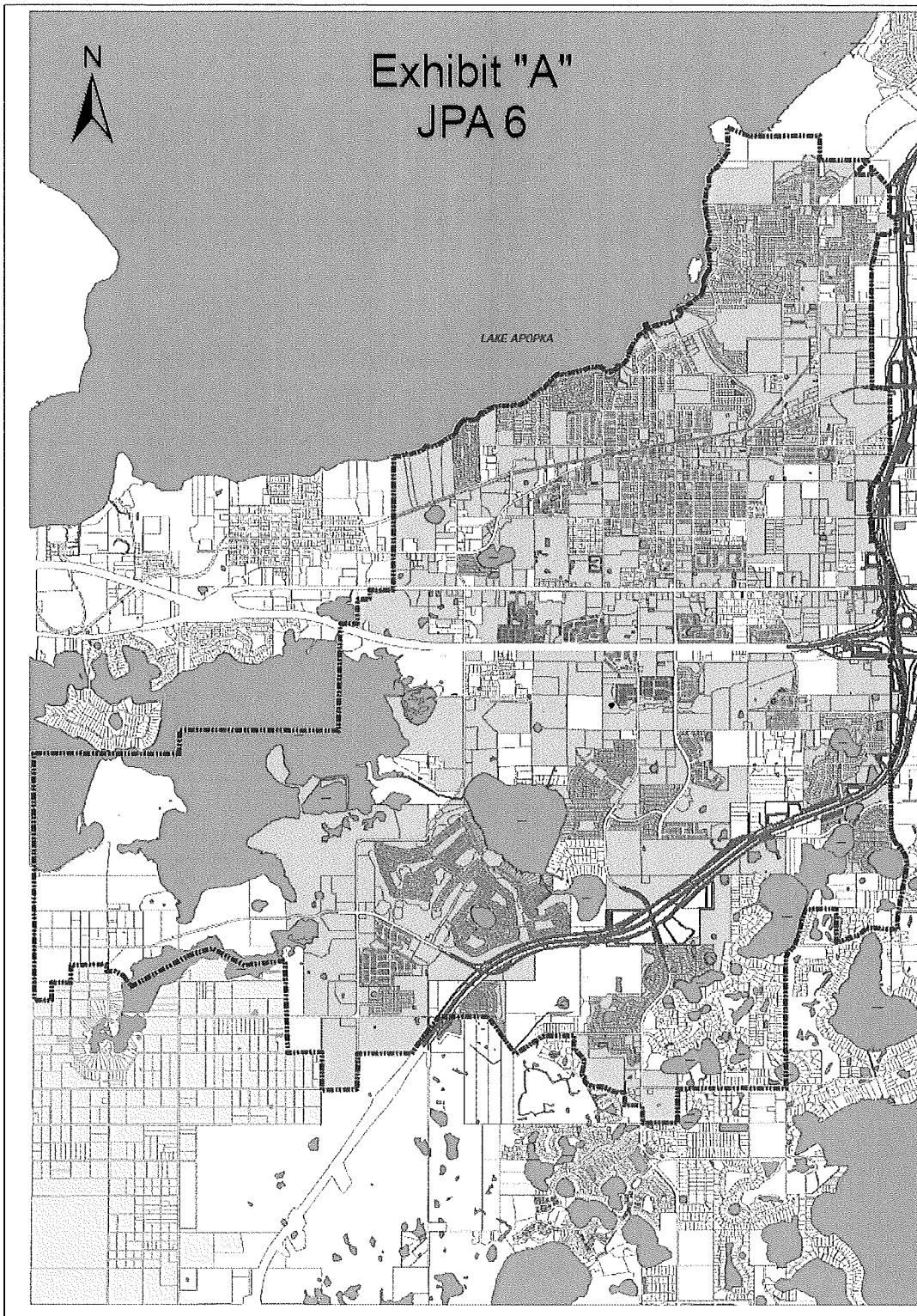
*Theo Graham*  
By: Jack Guesinberry, Mayor Pro Tem  
Theo Graham

ATTEST:





*Kathy Golden*  
KATHY GOLDEN, City Clerk

legS:\AKA\CLIENTS\Winter Garden\General W500-20501\OCPS Interlocal Agreement\sixth Amendment jpa May 12, 2006  
rev 3 01.26.07.doc





**Legend**

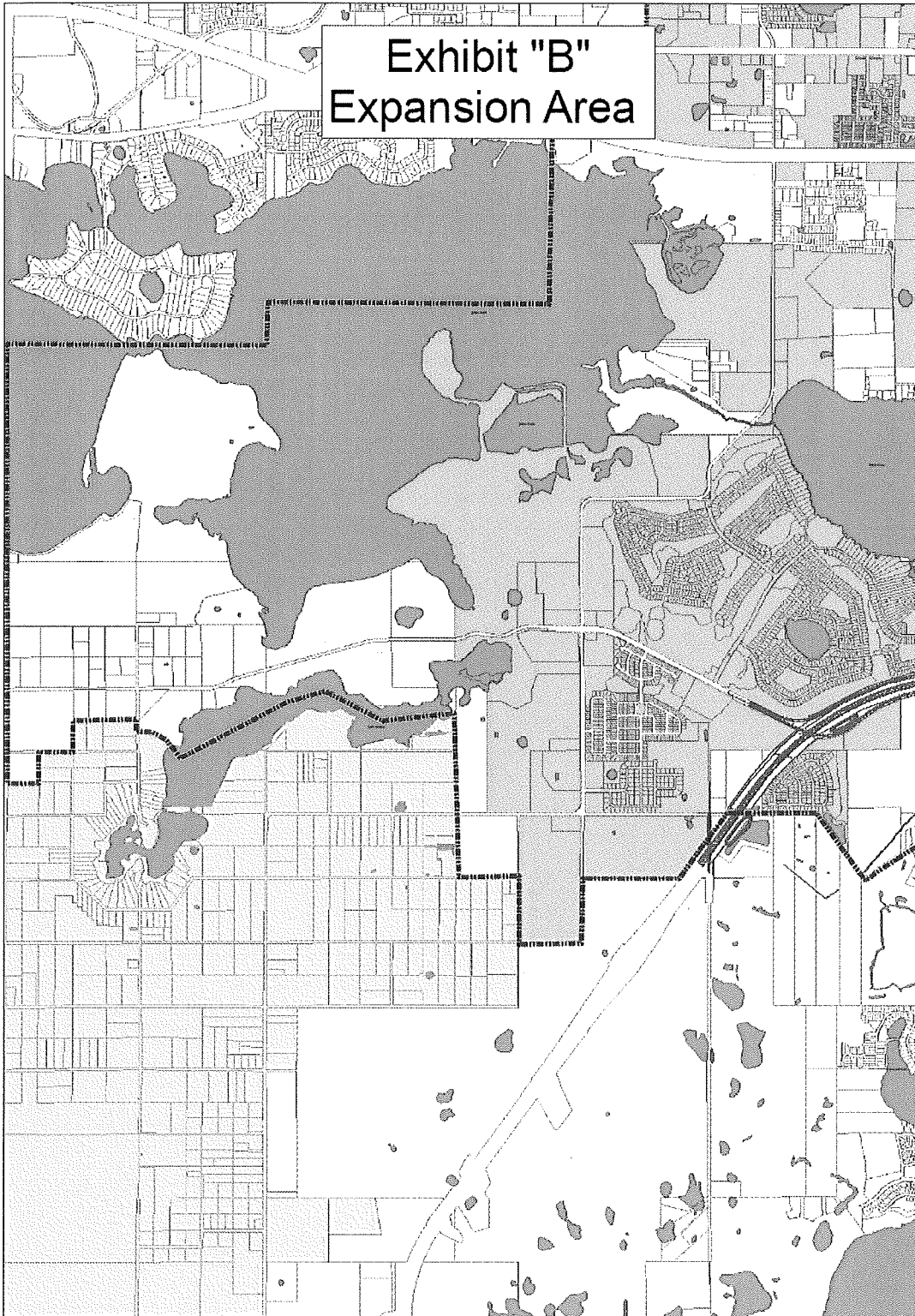
-  JPA 6 Boundary
-  Parcel Boundaries as of 10/4/06
-  Avalon Rural Settlement
-  Current Winter Garden City Limits

**City of Winter Garden  
Joint Planning Area  
6th Amendment**







Mapping Provided by the  
City of Winter Garden  
Planning Department  
April, 2008

# Exhibit "B" Expansion Area



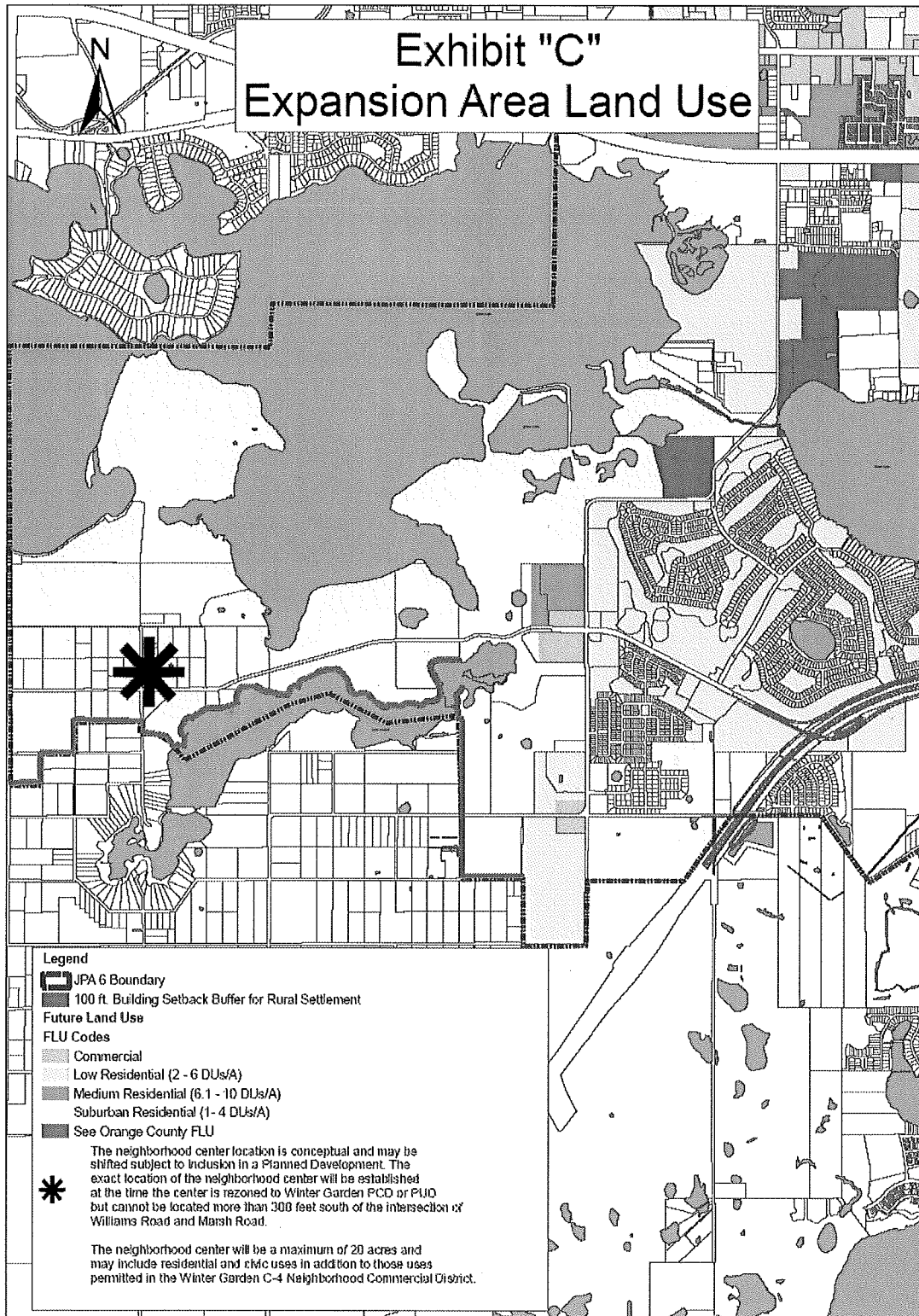
**Legend**

-  JPA 6 Boundary
-  Avalon Rural Settlement
-  Current Winter Garden City Limits
-  JPA 6 - Parcels



**City of Winter Garden  
Joint Planning Area  
6th Amendment**





**City of Winter Garden  
Joint Planning Area  
6th Amendment**



## Exhibit "D" General Design Guidelines

(1) 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.

(2) How the development will reinforce the sense of community, individual health, and increase walkability. Pedestrian and vehicle connections shall be required between residential subdivisions and between residential and commercial areas.

(3) How the development will incorporate accessible, common spaces such as non-passive linear 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.

(4) Gated streets shall not restrict pedestrians and bicycle access with non-restrictive east-west traffic flow.

(5) Stormwater facilities shall be designed and incorporated into open spaces as amenities.

(6) Block length and street patterns shall be determined based on achieving the following:

- i. A visually interesting interconnected street network;
- ii. Enhancement of view corridors and vistas to parks, open space, lakes, or other significant features, including linear parks, trails, sidewalks which allow easy street crossings with individual wheeled transportation and / or with infant carriages;
- iii. Protection of natural features and or specimen trees;
- iv. Encouragement of pedestrian access and utility; and
- v. Elimination of long continuous runs of similar lot sizes, repetitive building facades, and building masses.

(7) Garages should be located to the rear of single-family residential lots or at least five feet (5) behind the primary building facade. Side entry garages may be located in front of the primary building facade and behind the front setback line.

(8) 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.

(9) Front porches shall be provided on at least fifty percent (50%) of all single-family residential units.

(10) Primary building entrances shall be visible and accessible from the street and shall have a walkway from the primary entrance to the sidewalk.

(11) Architectural features shall be used such as: balconies; covered entries; and bay windows; variation in massing and height of primary facades using L's, wings, changes in wall planes; hip, gable and gambrel roofs (no flat roofs); 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.

(12) Multi-family development.

- i. 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.
- ii. Parking for multi-family residents should be encouraged to be located behind principal building. Principal building should front on the street.

ORANGE COUNTY/WINTER GARDEN JPA  
WEDNESDAY, JUNE 14, 2006

7:00 p.m.  
Tanner Hall

**Agenda**

1. **Introduction /Welcome** – Orange County Planning
2. **Greetings** - County Commissioner Teresa Jacobs
3. **Recap of August 2005 Meeting-** Orange County Planning
4. **Proposed Amendment-** Mark Cechman, City of Winter Garden
5. **Questions and Answers**
6. **Adjournment**

# COMMUNITY MEETING

## Proposed Amendment to Orange County/Winter Garden JPA



Wednesday, June 14, 2006 @ 7:00 p.m.

**Tanner Hall**

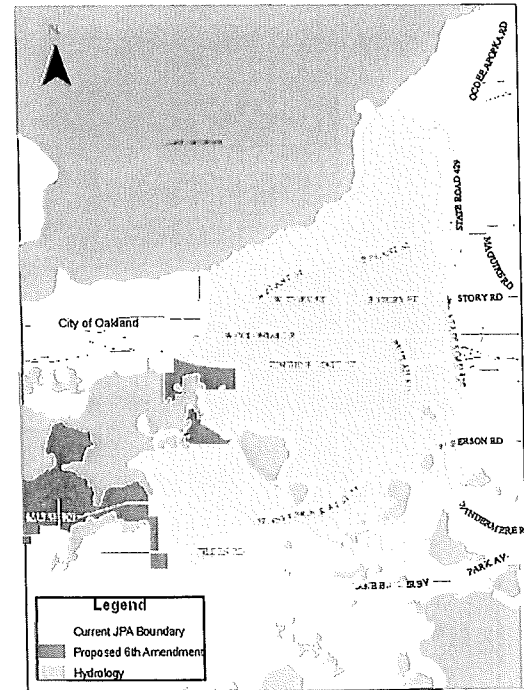
**29 Garden Avenue, Winter Garden, FL 34787**

Please join Commissioner Teresa Jacobs, Orange County staff, representatives from the City of Winter Garden, and your neighbors for a community meeting to discuss the proposed Sixth Amendment to the Orange County/Winter Garden Joint Planning Area (JPA).

The Orange County/Winter Garden JPA was established in June 1997. The agreement was established as a means to ensure efficient delivery of services and to designate areas that may annex into the City. The agreement also serves as a means to provide for orderly growth and development. This meeting is a follow-up to the meeting held on August 10, 2005 on this same issue.

For more information regarding this meeting, please contact Nikki Williams of the Orange County Planning Division at 407-836-5882 or by e-mail at [Chenicqua.Williams@ocfl.net](mailto:Chenicqua.Williams@ocfl.net)

### Orange County/Winter Garden JPA



**The project is located in District # 1**  
**Commissioner Teresa S. Jacobs**

*Also, visit our web site at  
<http://www.ocfl.net/planning>*

Para más información acerca de esta reunión, favor de comunicarse con la División de Planificación al número (407) 836-5600.



## Williams, Chenicqua

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**From:** Testerman, Chris  
**Sent:** Thursday, March 09, 2006 12:29 PM  
**To:** 'Mark Cechman'  
**Cc:** Jacobs, Teresa (Commissioner); Jefferson, Althea; Williams, Chenicqua  
**Subject:** RE: JPA 6 - March 8, 2006 meeting with Chris Testerman

Mark, for clarification I am ok with the 4 du/ac but if the community is not we will lean towards a lower density or required transitions...ct

-----Original Message-----

From: Mark Cechman [mailto:mcechman@cwgdn.com]  
Sent: Thursday, March 09, 2006 9:07 AM  
To: Testerman, Chris  
Cc: Mike Bollhoefer; Gerry Clark; Rinehart, John; Williams, Chenicqua; Jefferson, Althea; mboyd.mcorp@mpinet.net; Marshall Robertson; Art Miller; Bob Smith; Fernand Tiblier; Regina McGruder; Brandon Byers; Kelly Randall  
Subject: JPA 6 - March 8, 2006 meeting with Chris Testerman

Chris - Thanks for meeting with us on March 8, 2006 to discuss the final changes in the proposed JPA 6 agreement. My notes from this meeting are as follows:

1. 4DUs /A - You were OK with us including the JPA 6 area on the WG FLUM as "Suburban Residential" (maximum of 4 DUs/A)
2. Commercial Component - You were OK with a small neighborhood commercial component to be identified by an asterisk. This small commercial component would need specific performance standards such as maximum s.f., allowable uses, minimum distance to Avalon Rural Settlement Area, ect. John Rinehart volunteered to come up with those standards.
3. Dark Skies - OC does not have "Dark Sky" regs for residential. John Rinehart also volunteered to come up with residential Dark Sky standards.
4. Buffers - WG will also need to proffer some performance standards for the buffer with the Avalon Rural Settlement Area and possibly Lake Avalon. Mr. Rinehart will develop these standards also.

Once I have received Mr. Rinehart's performance standards, I'll add them to the Draft JPA 6 agreement for all parties to review. Once all parties are agreeable with the draft agreement, OC will call a final neighborhood meeting for their comments.

Did I forget anything?

Mark A. Cechman, AICP  
City Planner  
City of Winter Garden  
270 W. Plant Street  
Winter Garden, FL 34787  
PH (407) 656-4111 ex 2272  
FAX (407) 654-1258  
Web Page is [www.cwgdn.com](http://www.cwgdn.com)