

**THE 2015 SEMINOLE COUNTY/CITY OF SANFORD  
JOINT PLANNING AGREEMENT**

**THIS JOINT PLANNING AGREEMENT** is made and entered into this 12<sup>th</sup> day of October, 2015, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "COUNTY"), and the **CITY OF SANFORD**, a Florida municipal corporation whose address is Post Office Box 1788, Sanford, Florida 32772-1788 (hereinafter referred to as the "CITY").

**WITNESSETH:**

**WHEREAS**, it is beneficial to the public for local governments to work together in a spirit of harmony and cooperation; and

**WHEREAS**, CITY and COUNTY have previously entered into Interlocal Agreements; and

**WHEREAS**, in 1991 COUNTY and CITY entered into a Joint Planning Agreement to provide guidance for development of property in the Joint Planning Area; and

**WHEREAS**, the Joint Planning Agreement was renewed in 2010; and

**WHEREAS**, CITY and COUNTY desire to update the Joint Planning Agreement to continue to meet the needs of the respective jurisdictions; and

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

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Seminole County/City of Sanford  
Joint Planning Agreement  
Page 1 of 13

CERTIFIED COPY  
MARYANNE MORSE  
Clerk of Circuit Court and Comptroller  
SEMINOLE COUNTY, FLORIDA  
BY *Cynthia*  
DEPUTY CLERK

**WHEREAS**, the Joint Planning Area and future annexation boundaries should be specifically defined; and

**WHEREAS**, both local governments have adopted policies requiring intergovernmental coordination into their respective comprehensive plans; and

**WHEREAS**, the provisions of this Agreement are consistent with the Central Florida Regional Growth Vision (How Shall We Grow), the Regional Policy Plan adopted by the East Central Florida Regional Planning Council and the comprehensive plans of CITY and COUNTY; and

**WHEREAS**, COUNTY and CITY have determined that it is in the best interest of the citizens of COUNTY and CITY that this Interlocal Agreement also be entered into; and

**WHEREAS**, COUNTY and CITY have reviewed their respective future land use designations and land development regulations for consistency with each other's comprehensive plans; and

**WHEREAS**, COUNTY and CITY have adopted comprehensive plans, pursuant to Part II, Chapter 163, Florida Statutes, which contain goals, policies and objectives that call for the creation of interlocal agreements which deal with annexations, services delivery, joint land use planning, and conflict resolution, among other things; and

**WHEREAS**, the parties recognize that joint planning for the growth and development of their respective jurisdictions with regard to all matters of common impact and interest is consistent with State law and serves the public interest; and

**WHEREAS**, COUNTY and CITY desire to protect the health, safety and welfare of the citizens of their respective jurisdictions; and

**WHEREAS**, land use matters which are the subject of this Agreement include, but are not limited to, annexations, comprehensive plan amendments, public service facility expansions and contractions, school site land acquisitions and proposed school construction and/or expansion on said sites, and all other land use actions of whatsoever type or nature which may affect or impact the parties to this Agreement; and

**WHEREAS**, COUNTY and CITY agree that joint planning agreements addressing multi-jurisdictional land use issues and provision of public services and facilities are a sound planning goal that serves to further intergovernmental coordination, and that additional agreements between the parties are highly desirable; and

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

**WHEREAS**, the Joint Planning Area and future annexation transition boundaries should be specifically defined; and

**WHEREAS**, COUNTY and CITY do not desire, and believe that it would not be in the best interests of the citizens of Seminole County, to allow for conflicts to become manifest or develop pertaining to the expansion and construction of CITY's jurisdictional boundaries; and

**WHEREAS**, the parties have the lawful right and power to enter into this Agreement,

**NOW, THEREFORE**, in consideration of the premises, mutual covenants, and agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do hereby covenant and agree as follows:

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

**Section 2. Purpose, Intent and Joint Planning Area.**

(a) The purpose of this Agreement is as follows:

(1) Adopt standards and procedures to insure that coordinated and cooperative comprehensive planning activities are taken to guide urban expansion in CITY and COUNTY.

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

(3) Provide each party with a level of confidence that their respective planning efforts will be implemented in a harmonious manner and that the planning efforts of a party will not detract from the planning efforts of the other party.

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



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

(b) The purpose of the following provisions is to provide guidance as to how property will be developed in the Joint Planning Area, ensure that CITY and COUNTY land use plans will be implemented, and to provide formal conflict resolution procedures to amicably resolve disputes.

(c) The policies and procedures set forth herein shall apply only in the Joint Planning Area. For the purposes of this Agreement, the "Joint Planning Area" means the area reflected in Exhibit A to this Agreement which is incorporated as if fully set forth herein.

**Section 3. Comprehensive Planning, Future Land Uses and Development Approvals.**

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

(b) *Future Land Use Equivalency.* The “Future Land Use Equivalency Chart” labeled Exhibit B and incorporated herein, describes equivalent future land use designations in CITY and COUNTY comprehensive plans. These designations have been deemed equivalent due to their similar intensities and densities of allowable development. Both COUNTY and CITY shall ensure that all of their respective land use amendments and rezonings are consistent with the other jurisdiction’s zoning and future land use designations for the subject property as described in Exhibit B, except to the extent set forth in Section 3(c). COUNTY shall not oppose land development orders of CITY if such actions are compliant with applicable law and all COUNTY zoning and land use designations as described in Exhibit B. CITY shall not oppose any land development orders of COUNTY if such orders are compliant with applicable law and all CITY zoning and land use designations as described in Exhibit B. The Future Land Use Equivalency Chart may be amended from time to time as agreed upon by both parties and each such proposed amendment shall include an assessment and evaluation of all required planning elements including, but not limited to:

- (1) Public services and facilities (e.g., water, drainage, sewer, roads, public safety, law enforcement, schools, library services, etc.).
- (2) The identification and evaluation of current supply of vacant land already designated for the proposed land use category.

- (3) Fiscal impacts related to the cost of and payment for urbanization.
- (4) Rural/Urban transition controls.
- (5) Designation and protection of parks, conservation areas, open space, flood prone and environmentally sensitive areas within the “Joint Planning Area”.

(c) *Recommendations for Future Comprehensive Plan Amendments and Developments.* The purpose of developing jointly acceptable long range land use recommendations is to provide consistent guiding principles from which land use plan amendments and developments can be reviewed. The “Recommendation for Future Comprehensive Plan Amendments and Developments” labeled Exhibit C, and incorporated herein by reference, sets forth development standards that may be applied to the described property. The planning sub-areas described in Exhibit C are shown on the maps in Exhibit D (“Planning Sub-Areas”), and incorporated herein. These proposed development standards have not yet undergone extensive public review as applied to a particular property, and may require services and facilities beyond those allotted in COUNTY’s or CITY’s respective Comprehensive Plans’ Capital Improvement Elements.

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

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

(d) *Recognition of Rural Area in Comprehensive Plans.* In 2004, Seminole County voters approved a County referendum that established a Rural Area and a Rural Boundary in the Home Rule Charter through a map and a legal description. The Charter Amendment also required COUNTY to add the map and legal description to the Seminole County Comprehensive Plan, which COUNTY added to the FLU Exhibits as the “Rural Boundary Map” and “Legal Description for Rural Area”. The Charter Amendment provided direction that, for the legally described Rural Area as shown in the “Rural Boundary Map”, the Future Land Use designations contained in the Seminole County Comprehensive Plan shall control the density and intensity of development. Additionally, the Board of County Commissioners must approve all changes to the Future Land Use designations regardless of whether any lands in the Rural Area are located within a municipality. In concert with this electorate decision, CITY amended their Comprehensive Plan to add the Rural Boundary Map and accompanying Legal Description to the Sanford Comprehensive Plan.

(e) *Joint Review of Plan Amendments.* During the development and drafting phases of the respective comprehensive plans or plan amendments of CITY or COUNTY, CITY and COUNTY staff shall transmit all of their respective draft planning documents to the other jurisdiction as part of the public participation processes and intergovernmental coordination mechanisms within twenty-one days prior to the first public hearing.

(f) *Special Area Studies.* CITY and COUNTY recognize there are certain areas within the Joint Planning Area that have particular development patterns and/or community needs. Further evaluation of these patterns and/or community needs may benefit the citizens of Seminole County. CITY and COUNTY may jointly study and provide standards that address such needs from time to time. Areas that may be candidates for special area studies include but are not limited

to: Midway, Sanford Avenue Corridor, Silver Lake/Ohio Avenue, Lake Mary Boulevard (south side), the Rand Yard Road area, and areas surrounding the Airport.

**Section 4. Annexation and Land Use Jurisdiction.**

(a) *Land Use and Zoning Designation for Parcels Annexed Into CITY.* Upon annexation of COUNTY lands into CITY, COUNTY will not object to CITY rezoning, development orders or plat approvals as long as such actions are taken in accordance with the terms of this Agreement and applicable law. CITY shall amend its comprehensive plan to include annexed lands during its first plan amendment cycle following such annexation.

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

(c) *Annexation Criteria and Restrictions.* COUNTY agrees not to oppose the annexation of any parcel within the Joint Planning Area that is undertaken in compliance with applicable State and Federal laws. Further, COUNTY recognizes that there currently exist large enclaves of unincorporated COUNTY lands surrounded by CITY, and that it is in the interest of both CITY and COUNTY that such enclaves be eliminated. As such, COUNTY will not object to the creation of smaller enclaves caused by CITY annexation of certain properties within these larger enclaves, as long as the annexation otherwise complies with State law. The parties further agree that neither COUNTY nor CITY will permit development at any density greater than one dwelling unit per acre in an area identified as number "5" in Exhibit C, except that nonresidential development shall be permitted consistent with the SeminoleWay initiative.

(d) *Interlocal Agreement to Annex Enclaves Ten Acres or Less in Size.* The parties shall avoid the creation of enclaves and halt any serpentine annexations in the “Joint Planning Area”, except to the extent that creation of smaller enclaves within existing enclaves is necessary to reduce the size of said existing enclaves. The parties agree that enclaves less than ten (10) acres in size may be automatically annexed upon property owner consent or transfer of fee ownership pursuant to Section 171.046(2)(a), Florida Statutes, which provides that such enclaves may be annexed through an interlocal agreement between a County and a municipality. Pursuant to Section 171.046, Florida Statutes, this annexation process is not available for property that is unimproved or undeveloped.

**Section 5. Development along Celery Avenue.** Property located adjacent to Celery Avenue shall be developed at densities no greater than those specified in Sub-Area 1 and 2 of Exhibit C.



**Section 6. Coordination of Miscellaneous Land Development Regulations.**

(a) *Uniform Right-of-Way and Road Standards.* CITY and COUNTY agree to continue to coordinate on consistent road and right-of-way development standards and requirements for all cross-jurisdictional roadways.

(b) *Roadway Jurisdiction and Transfer.* CITY and COUNTY agree to continue to coordinate on roadway maintenance and improvement projects.

(c) *Land Development Code Updates.* Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and provide formal comments relating to all land development regulation updates or revisions proposed in their jurisdiction by providing the other jurisdiction with written notification of the pending update or revision at least two (2) weeks prior to any official action on the matter. Land Development Code updates relating to the Higher

Intensity Planned Development District in the Interstate Highway 4/State Road 46 area will undergo joint review and shall be incorporated into both CITY and COUNTY land development codes in order to more effectively manage development of this higher intensity area.

(d) *Review of Development Proposals for Transportation Impacts.* Each jurisdiction shall provide the other jurisdiction with a timely opportunity to review and comment upon planned development project rezonings, proposed subdivisions and site plans located adjacent to the other's jurisdiction by providing all related documentation to the other jurisdiction at least two (2) weeks (ten business days) before the item is considered by a recommending or decision-making body.

#### **Section 7. Conflict Resolution.**

(a) *Intergovernmental Conflict Resolution.* In the event that disagreements or conflicts arise between the parties relating to the terms and provisions of this Agreement, the resolution procedures of the Intergovernmental Planning Coordinating Agreement of 1997 will be followed and shall control as to any disputes between the parties.

(b) *Chapter 164, Florida Statutes.* Nothing in this Agreement shall be deemed in any way to waive any rights deriving to a party under the provisions of Chapter 164, Florida Statutes, or its successor provision.

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

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

**Section 8. Conflict of Interest.** The parties agree that they will not take any action that creates or carries a conflict of interest under the provisions of Part III, Chapter 112, Florida Statutes.

**Section 9. Agreement Amendments.** This Agreement may be amended and updated from time to time in order to keep pace with an ever-changing environment and community vision. Such amendments require execution by both governing bodies of CITY and COUNTY prior to the Agreement being effectively amended.

**Section 10. Term.** This Agreement supersedes and supplants any prior existing Agreements between CITY and COUNTY regarding land development practices. This Agreement shall be in effect for a five (5) year period beginning the date on which it is fully executed by both parties. This Agreement shall be automatically renewed for a subsequent five (5) year period unless one (1) of the parties thereto gives the other ninety (90) days advance notice, in writing, of its intention not to renew the Agreement.

**Section 11. Notice.** Contact persons for this Agreement shall be the City Manager and the County Manager.

**For CITY:**

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

**For COUNTY:**

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

**Section 12. Standing.** The Parties do not intend for this agreement to benefit any third parties and thereby create standing where none now exists.

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

ATTEST:

CITY COMMISSION OF THE  
CITY OF SANFORD

Cynthia Porter  
CYNTHIA PORTER, City Clerk  
City of Sanford, Florida

By: Velma H. Williams  
~~JEFF TRIPLETT~~, Mayor  
Vice

Date: 9-28-15

For use and reliance of the Sanford  
City Commission only.  
Approved as to form and legality.

William L. Colbert  
William L. Colbert, City Attorney  
Louise N. Groot  
ACA



*[Balance of this page left intentionally blank; signatures continued on following page]*

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By:   
\_\_\_\_\_  
BRENDA CAREY, Chairman

Date: 10-12-2015

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of County  
Commissioners at its Sept. 22, 2015,  
regular meeting.

Approved as to form and  
legal sufficiency.

  
\_\_\_\_\_  
County Attorney

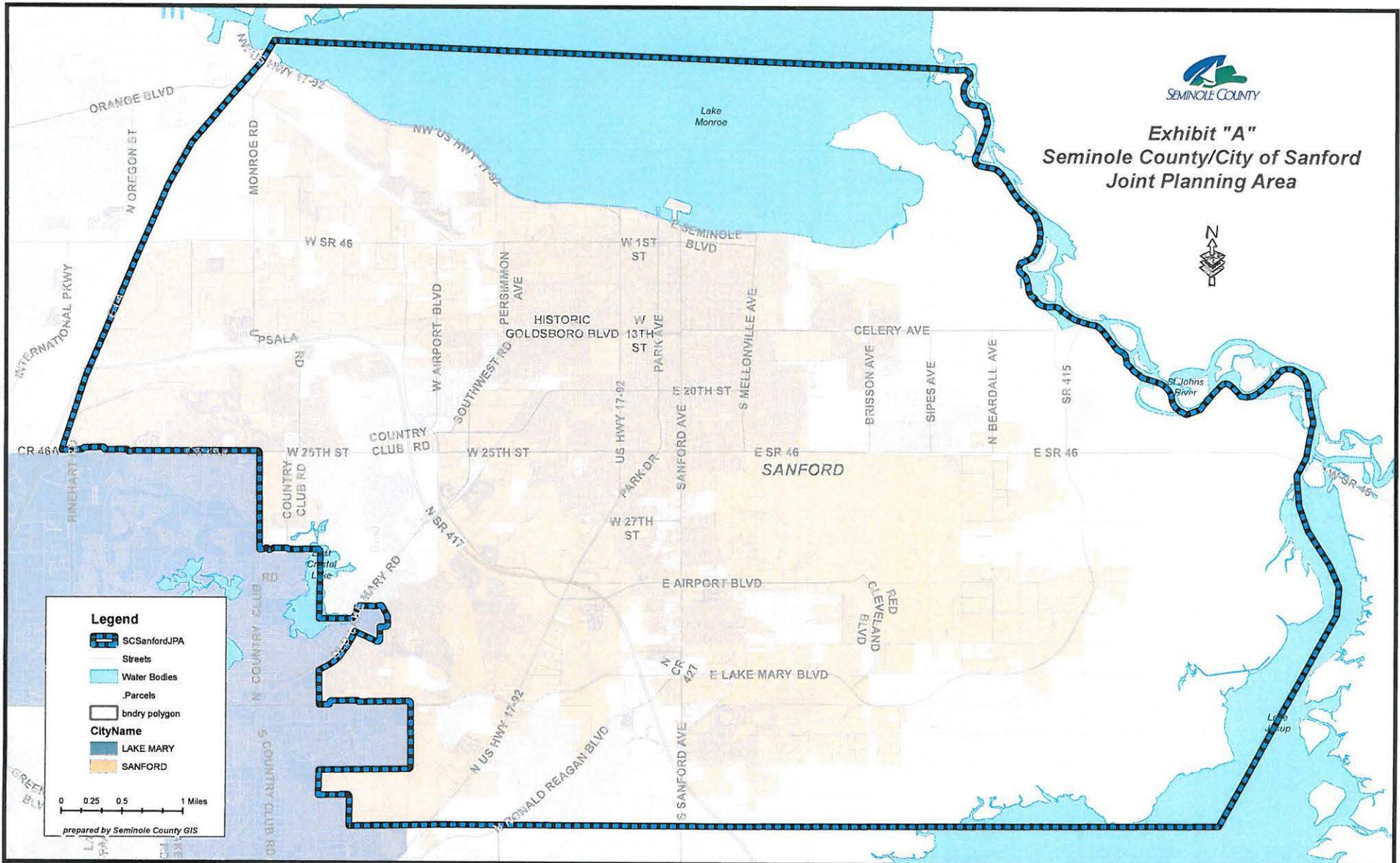
Attachments:

- Exhibit A – Joint Planning Area
- Exhibit B – Future Land Use Equivalency Chart
- Exhibit C – Recommendation for Future Comprehensive Plan Amendments and Developments
- Exhibit D – Planning Sub-Areas

MCC  
9/15/15  
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### Exhibit "A" Seminole County/City of Sanford Joint Planning Area



**EXHIBIT "B" - FUTURE LAND USE EQUIVALENCY CHART**

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

**EXHIBIT "B" - FUTURE LAND USE EQUIVALENCY CHART**

<b>Future Land Use</b>	<b>City Land Use</b>	<b>City Zoning</b>	<b>County Land Use</b>	<b>County Zoning</b>
High Intensity 1-4 Planned Development	HI-I-4 High Intensity WIC - Westside Industry and Commerce	PD; AG, I, RMOI, GC- 2, MR-3	High Intensity Planned Development - Target Area HIP-TI	PD, PLI
High Intensity Airport Planned Development	AIC - Airport Industry Commerce	PD; AG; R-I-1, GC-2	High Intensity Planned Development - Airport	PD, PLI
Public/Semi-Public	PSP, PRO	All Zones	Public/Quasi Public Recreation	PLI; A-1
Conservation	RP - Resource Protection	All Zones	Environmentally Sensitive Lands Overlay (ESLO)	All Zones
General Rural	SE -Suburban Estates (1 DU/Acre)	AG; PD	Suburban Estates (1 DU/Acre)	A-1; RC-1, PLI

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

<b>Sub-Area Number</b>	<b>General Location</b>	<b>FUTURE LAND USE AND DEVELOPMENT RECOMMENDATIONS/COMMENTS</b>
1	Celery Avenue Residential	<p>For all lands east of the line described as the eastern ¾ line of Sections 29 and 32, Township 19, Range 31 (the western boundary line of the University of Florida Agricultural Experimental Station, and shown on Exhibit "D" as the dashed line) density generally shall not exceed two and a half (2.5) dwelling units per net buildable acre. However, a maximum of three and a half (3.5) dwelling units per net buildable acre shall be allowed in a clustering pattern with a minimum of 15% of gross site area set aside for common open space and subject to one of the following conditions:</p> <ul style="list-style-type: none"> <li>(a) Perimeter lots shall be a minimum of 9,000 square feet in size; or</li> <li>(b) Lots less than 9,000 square feet in size shall be separated from the site boundary by an open space tract not less than 25 feet in width.</li> </ul> <p>For all lands west of said line, density shall not exceed four (4) dwelling units per net buildable acre.</p>

**EXHIBIT C**

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

2	Southwest of Celery Avenue/ SR 415	<p>Proposed densities exceeding those established in the Seminole County Comprehensive Plan shall require a future land use amendment in full compliance with the Plan Amendment Standards of Review as provided in the Future Land Use Element.</p> <p>By consensus of the County and City, Planning Area 2 has been reconfigured and designated by the County as the Riverbend Planning Area and is presumed to be more urban in character than surrounding properties. Accordingly, new residential development in this area may be considered for a maximum of 10 dwelling units per net buildable acre from SR 46 north to a line parallel to Hughey Street, and 4 dwelling units per net buildable acre from said line parallel to Hughey Street north to Celery Avenue. Nonresidential development shall be consistent with maximum floor area ratios established through applicable future land use designations. Individual development applications shall be evaluated on their own merits through the appropriate processes; no specific entitlements shall be conferred through this Agreement.</p> <p>The two lots lying south of Celery Avenue and on either side of Beardall Avenue (T1 and T2 on Exhibit D) may be allowed to function as transitional nonresidential uses between Celery Avenue and the existing industrial property to the south. Transitional nonresidential uses and/or mixed use development may also be considered along the frontages of SR 46 and SR 415 to form a node of higher intensity development around the intersection of the two roads.</p>
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**EXHIBIT C**  
**SEMINOLE COUNTY/CITY OF SANFORD JOINT PLANNING AREA**  
**RECOMMENDATIONS FOR FUTURE COMPREHENSIVE PLAN AMENDMENTS AND DEVELOPMENT**

		<p>Within these transitional nonresidential and/or mixed-use areas, the County shall encourage development concepts emphasizing office, commercial, and/or light industrial uses, to be implemented through an appropriate combination of Planned Development zoning and Planned Development Future Land Use. Development approvals shall include adequate measures to ensure compatibility with neighboring residential properties, including but not limited to buffering, setbacks, building height limits, architectural controls, and limited hours of operation.</p>
3	Intersection of SR 46/CR 415	<p>Provide for a commercial node to serve the eastern portion of the City.</p>
4	South & East Side of Airport	<p>Establish Ohio Avenue as a north-south line separating low density residential uses to the west and airport-related uses to the east. Lands designated as industrial west of Ohio Avenue shall maintain that designation.</p> <p>An east-west alignment established by Eaglewoods Trail shall serve as a dividing line for residential density within Planning Area 4. Properties to the north of this line shall develop at a maximum of 3.5 units per net buildable acre. Properties lying south of this line and north of Pineway shall develop at a maximum of 2.5 units per net buildable acre. These densities shall not apply to properties currently assigned the County HIP-AP Future Land Use designation.</p> <p>Future expansion of the Orlando-Sanford International Airport (OSIA) property and runways shall be focused to the east and south to minimize airport noise and development impacts to urban residential areas to the north and west. Lands annexed near or adjacent to the airport shall be assigned land use designations compatible with the Airport Master Plan and in a manner consistent with the joint planning agreement established with Seminole County.</p> <p>Residential land uses and residential zonings shall be discouraged if within three hundred (300) feet of the centerline of the OSIA's new runway system east to the conservation area adjacent to Lake Jesup.</p>

**EXHIBIT C**

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

		<p>The City and County shall ensure that land uses surrounding the airport are compatible with noise levels generated by the airport use through the following measures:</p> <ol style="list-style-type: none"><li>1. All land east or south of the OSIA's new runway system shall be developed based on the part 150 Noise Exposure Maps and Compatibility Plan prepared in 2001 for the OSIA by Environmental Science Associates (ESA), as approved by the FAA and any revisions to the noise exposure maps that may occur as the result of airport development. If new residential land uses or residential zoning districts are permitted, an aviation easement and development order approval shall be required.</li><li>2. New residential land use designations and zoning classifications (single-family detached, duplexes, townhomes or condominiums) shall be prohibited where noise contours are greater than 60 DNL (day-night noise level). Multi-family residential developments shall comply with the guidelines issued by the Federal Aviation Administration (FAA) and Department of Transportation relating to airport compatible uses and will be allowed between the 60 and the 65 DNL noise contour only with an aviation easement and associated development order and shall be designed to meet the soundproofing regulations pursuant to the FAA Part 150 Noise Compatible Land Use Guidelines.</li><li>3. The following uses are compatible with the Airport: Industrial parks; corporate business parks; commercial developments; office complexes; attendant retail; service and hotel uses; medium and high-density rental residential developments between the 60 and 65 DNL; agricultural uses; public uses;</li><li>4. Multi-family developments shall be designed with noise reducing features such as acoustical insulation or other soundproofing.</li><li>5. An aviation easement shall be required and included in the recorded deed of any new lot prior to the construction of a single family dwelling unit or a multi-family dwelling unit for properties located in the area depicted in Map 1-13 of the City Comprehensive Plan.</li></ol> <p>All development must be phased concurrent with major public roadway improvements and installation of drainage, sewer and water utilities.</p> <p>The City and County shall require land use changes and/or zoning changes to ensure that</p>
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**EXHIBIT C**  
**SEMINOLE COUNTY/CITY OF SANFORD JOINT PLANNING AREA**  
**RECOMMENDATIONS FOR FUTURE COMPREHENSIVE PLAN AMENDMENTS AND DEVELOPMENT**

		<p>existing neighborhoods in the area are converted to airport compatible uses. This transition of uses must minimize adverse impacts on the neighborhood during the conversion process.</p> <p>Seminole County and Sanford will encourage mass transit facilities in the area and jointly work toward the restoration of Lake Jesup.</p> <p>Resource Protection and Conservation lands must be protected from the adverse impacts of development with open space requirements, clustering, conservation easements, wetland buffers and transition areas.</p> <p>In order to minimize land use/noise conflicts, the County shall recommend that the Sanford Airport Authority purchase lands where noise contours are 65 and greater DNL consistent with the FAA Part 150 OSIA Noise and Land Use Compatibility Program approved by the Federal Aviation Administration.</p> <p>No new residential future land use and/or zoning is allowed within the areas covered by a noise contour of 60 DNL and higher. New public educational facilities shall be prohibited if within three hundred (300) feet of the centerline of the OSIA's new runway system east to the conservation area adjacent to Lake Jesup.</p> <p>The HIP-Airport Area will be developed to accommodate an area wide composite land use mix as described below:</p>												
		<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>General Use</i></th> <th style="text-align: center;"><i>Min</i></th> <th style="text-align: center;"><i>Max</i></th> </tr> </thead> <tbody> <tr> <td>Medium - High Density Residential Uses</td> <td style="text-align: center;">0%</td> <td style="text-align: center;">0.50%*</td> </tr> <tr> <td>Industrial Uses</td> <td style="text-align: center;">50%</td> <td style="text-align: center;">75.5%</td> </tr> <tr> <td>Commercial Uses</td> <td style="text-align: center;">25%</td> <td style="text-align: center;">50%</td> </tr> </tbody> </table>	<i>General Use</i>	<i>Min</i>	<i>Max</i>	Medium - High Density Residential Uses	0%	0.50%*	Industrial Uses	50%	75.5%	Commercial Uses	25%	50%
<i>General Use</i>	<i>Min</i>	<i>Max</i>												
Medium - High Density Residential Uses	0%	0.50%*												
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RECOMMENDATIONS FOR FUTURE COMPREHENSIVE PLAN AMENDMENTS AND DEVELOPMENT**

<p align="center">5</p>	<p>South of Pine Way, north of the County border, between the CSX rail line and eastern border of the Joint Planning Area</p>	<p>New residential development restricted to one (1) dwelling unit per acre or less.</p>
<p align="center">6</p>	<p>Silver Lake (area bounded by Ohio Street on the east; Mellonville Avenue on the west; Onora Street on the north and east; Lake Mary Blvd. on the south.)</p>	<p>No further medium density residential or industrial future land use designations shall be approved within this area. However, target industry development consistent with the SeminoleWay initiative may be considered if compatible with nearby single family development.</p> <p>Heights of multi-family buildings on property with an existing medium density future land use designation must be compatible with single-family units in the area. The County and City shall ensure that a parcel zoned for single family use is protected from adjacent multi-family developments by a setback of at least fifty (50) feet for one story buildings and at least one hundred (100) feet for buildings of two or more stories. A one story multi-family development shall also install a buffer of twenty-five (25) feet in width and a two or more story multi-family development shall install a buffer of at least fifty (50) feet in width.</p>
<p align="center">7</p>	<p>Sanford Avenue</p>	<p>Maintain Medium Density Residential uses and Neighborhood &amp; Commercial/Office frontage on Sanford Avenue two lots deep on a case-by-case basis. Prohibit commercial development in Woodmere on the east side of Sanford Avenue.</p>

**EXHIBIT C**

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

8	East of I-4	<p>The City has amended its Comprehensive Plan to require PD zoning in this area. All lands in this area annexed by the City subsequent to the JPA have received land use designations of Westside Industry Commerce, one of the City's equivalent designations to HIP-TI. City and County Comprehensive Plan policies for this area are very similar. The City's densities and floor areas are slightly less intense than the County's. The County and the City established gateway corridor standards for SR 46 to ensure compatible and aesthetically pleasing development in the area. This area is developing rapidly, consistent with both the City and the County's Comprehensive Plan policies and corridor standards. The County and City, working together, have been successful in minimizing urban sprawl, providing affordable housing opportunities and targeting industrial and commercial growth in this area. Both the County and the City will continue to ensure that the area is developed consistent with their mutually agreed upon standards and policies. This area should be reserved for target industry and SunRail supporting development as there is limited vacant acreage available on which target industry will site. Single-family and low or medium density residential developments are not compatible within this area.</p>
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EXHIBIT C

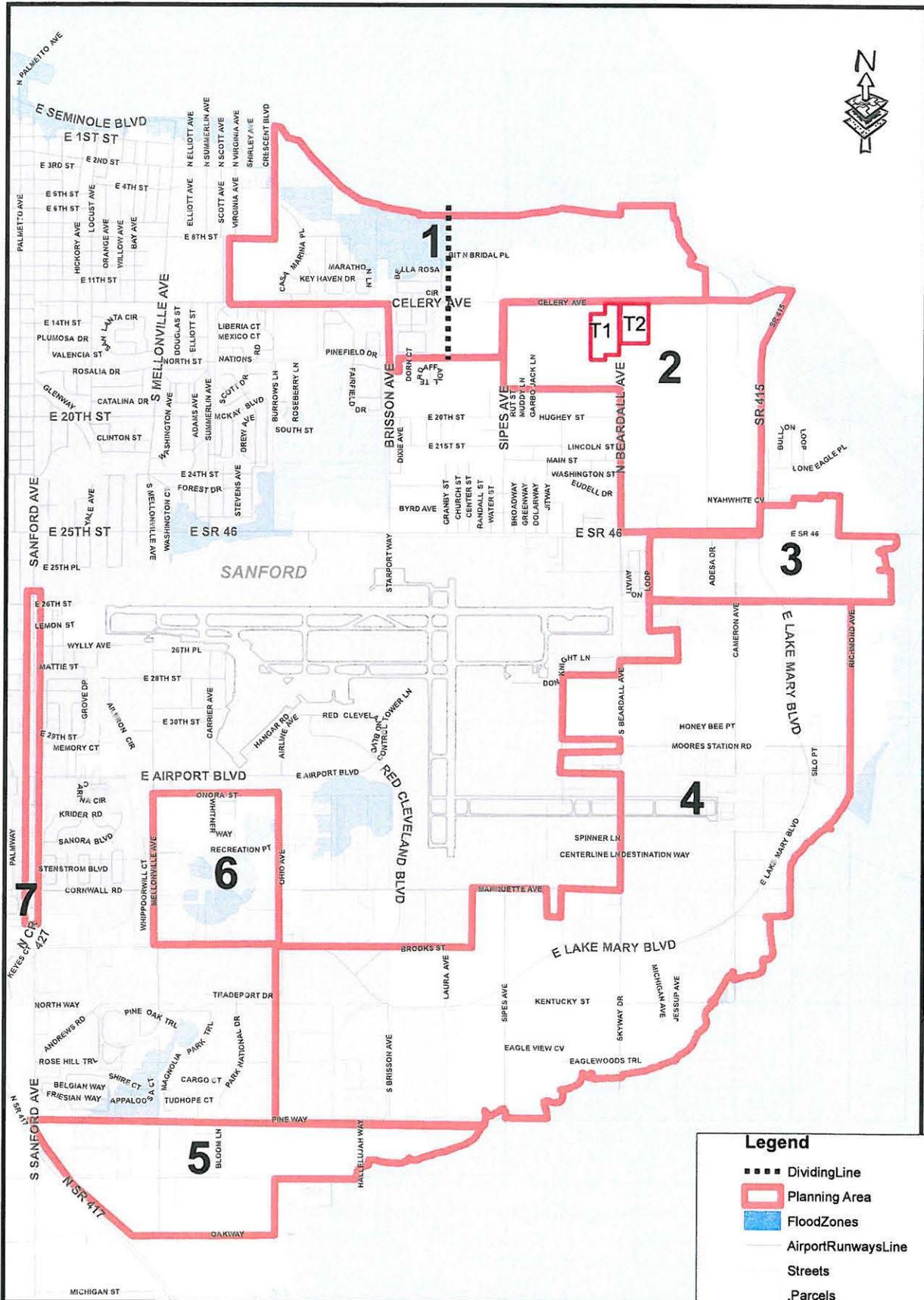
SEMINOLE COUNTY/CITY OF SANFORD JOINT PLANNING AREA  
RECOMMENDATIONS FOR FUTURE COMPREHENSIVE PLAN AMENDMENTS AND DEVELOPMENT

9	North of the Railroad/South of US 17-92	<p>The City has established a new land use designation for this area, Waterfront Downtown Business District, in order to provide a planning and management framework for promoting the revitalization, development, and redevelopment of the Lake Monroe waterfront and the historic downtown area. All parcels between the railroad and US 17-92 from Mellonville Ave. to I-4 will take this designation as they are annexed into the City. The maximum intensity of nonresidential development, other than industrial, measured as a floor area ratio (FAR) is 2.0 for the areas east of French Ave., and .35 for the areas west of French Ave. These FAR's are intended to illustrate the amount of development on both specific parcels and in the district overall. The maximum density for residential development shall be 50 units per acre. The maximum FAR for industrial uses will be .5.</p> <p>The implementation of the Waterfront/Downtown Business Land Use Designation will not require amendments to the zoning map and land development regulations and all underlying zoning requirements and land development restrictions will remain in place, including those that ensure the protection of environmentally sensitive lands, wetlands, floodplains and drainage ways, aquifer recharge areas, aquatic habitats, native vegetation and wildlife habitats. All efforts should be made to protect existing single-family areas from the impacts of more intense development with added buffering and transition of building heights.</p>
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**EXHIBIT C**  
**SEMINOLE COUNTY/CITY OF SANFORD JOINT PLANNING AREA**  
**RECOMMENDATIONS FOR FUTURE COMPREHENSIVE PLAN AMENDMENTS AND DEVELOPMENT**

<p>3,4,6</p>	<p>Properties adjacent to East Lake Mary Blvd., from Sanford Ave. to SR 46</p>	<p>Minimum landscaping requirements for properties fronting on East Lake Mary Blvd. (additional landscaping may be required by the applicable jurisdiction):</p> <ol style="list-style-type: none"> <li>1. Street buffers:             <ol style="list-style-type: none"> <li>(a) Minimum 15' width if property is less than 200' deep, 25' all others.</li> <li>(b) Provide 2 canopy trees and 4 understory trees per 100' of road frontage; where overhead utility lines are present, substitute additional understory for required canopy trees at the rate of 2 for 1.</li> <li>(c) Trees, shrubs, and plants that produce wildlife edible fruit and seeds or provide palatable forage for grazing animals are not allowed.</li> </ol> </li> <li>2. General landscaping:             <ol style="list-style-type: none"> <li>(a) Shall be located between designated street buffer and front building line.</li> <li>(b) Required plantings per 1000 s.f. of building footprint:                 <ul style="list-style-type: none"> <li>1 canopy</li> <li>1.5 understory</li> <li>5 shrubs</li> </ul> </li> <li>(c) Trees, shrubs, and plants that produce wildlife edible fruit and seeds or provide palatable forage for grazing animals are not allowed.</li> </ol> </li> </ol>
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# Exhibit "D" (1 of 2) Planning Sub-Areas



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**Legend**

- DividingLine
- ▭ Planning Area
- FloodZones
- AirportRunwaysLine
- Streets
- ▭ .Parcels

**CityName**

- ▭ SANFORD



**FIRST AMENDMENT TO  
THE 2015 SEMINOLE COUNTY/CITY OF SANFORD  
JOINT PLANNING AGREEMENT**

**THIS FIRST AMENDMENT TO THE JOINT PLANNING AGREEMENT** is made and entered into this 28<sup>th</sup> day of August, 2018, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1<sup>st</sup> Street, Sanford, Florida 32771 (hereinafter referred to as the "COUNTY"), and the **CITY OF SANFORD**, a Florida municipal corporation whose address is Post Office Box 1788, Sanford, Florida 32772-1788 (hereinafter referred to as the "CITY").

**WITNESSETH:**

**WHEREAS**, it is beneficial to the public for local governments to work together in a spirit of harmony and cooperation; and

**WHEREAS**, CITY and COUNTY have previously entered into the 2015 Seminole County/City of Sanford Joint Planning Agreement (Joint Planning Agreement); and

**WHEREAS**, CITY and COUNTY desire to clarify and amend the Joint Planning Agreement in regards to density limitations on Parcel ID # 17-20-31-300-001B-0000 in Sub-Area 4 which is south of Eaglewoods Trail and would otherwise have a maximum density of 2.5 units per net buildable acre; and

**WHEREAS**, Parcel ID # 17-20-31-300-001B-000 (the "Parcel") will be a new phase to the existing Wyndham Preserve platted subdivision, Plat Book 81, Pages 93-102, which has frontage on East Lake Mary Boulevard and all access to the Parcel will be through the existing Wyndham Preserve subdivision on existing platted roads with no direct road connections to the



existing road system outside of that portion of the existing Wyndham Preserve platted subdivision which is south of Eaglewoods Trail; and

**WHEREAS**, given the unique circumstances of the Parcel being added into the existing Wyndham Preserve platted subdivision with no external road connections south of Eaglewoods Trail, and with appropriate buffering to adjoining properties as contained in existing land development regulations, allowing the Parcel to be considered part of the existing Wyndham Preserve subdivision at a density of up to 3.5 units per net buildable acre continues to meet the needs of the respective jurisdictions; and

**WHEREAS**, the parties have the lawful right and power to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the premises, mutual covenants, and agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties do hereby covenant and agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of this First Amendment to the 2015 Seminole County/City of Sanford Joint Planning Agreement (First Amendment) upon which the parties have relied.

**Section 2. Purpose, Intent and Joint Planning Area.**

In accordance with Section 9 of the Joint Planning Agreement, which recognizes that “in order to keep pace with the ever-changing environment and community vision” amendment and update to the Joint Planning Agreement from time to time is needed, the City and the County now desire to amend the Joint Planning Agreement through this First Amendment by amending the text of Exhibit C, Sub-Area Number 4, to read as follows with the new language herein indicated by underlining:

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

Sub-Area Number	Covered Location	FUTURE LAND USE AND DEVELOPMENT RECOMMENDATIONS / COMMENTS
4	South & East Side of Airport	<p>Establish Ohio Avenue as a north-south line separating low density residential uses to the west and airport-related uses to the east. Lands designated as industrial west of Ohio Avenue shall maintain that designation.</p> <p>An east-west alignment established by Eaglewoods Trail shall serve as a dividing line for residential density within Planning Area 4. Properties to the north of this line shall develop at a maximum of 3.5 units per net buildable acre. Properties lying south of this line and north of Pineway shall develop at a maximum of 2.5 units per net buildable acre. These densities shall not apply to properties currently assigned the County HIP-AP Future Land Use designation. <u>Further, the maximum density of 2.5 units per net buildable acre shall not apply to the 9.76 acre parcel with Parcel ID # 17-20-31-300-001B-0000, since the parcel is south of Eaglewoods Trail and: 1) is being added as a new phase to the existing Wyndham Preserve platted subdivision which is, in part, north of Eaglewoods Trail and has frontage on East Lake Mary Boulevard; 2) provides all access to the new phase through existing local roads in the existing platted subdivision, and 3) has no direct road connection of the new phase to the existing road system outside of the existing platted subdivision south of Eaglewoods Trail. Accordingly, Parcel ID # 17-20-31-300-001B-0000 may develop as a new phase of the existing Wyndham Preserve platted subdivision at a maximum density of 3.5 units per net buildable acre.</u></p> <p>Future expansion of the Orlando-Sanford International Airport (OSIA) property and runways shall be focused to the east and south to minimize airport noise and development impacts to urban residential areas to the north and west. Lands annexed near or adjacent to the airport shall be assigned land use designations compatible with the Airport Master Plan and in a manner consistent with the joint planning agreement established with Seminole County.</p> <p>Residential land uses and residential zonings shall be discouraged if within three hundred (300) feet of the centerline of the OSIA's new runway system east to the conservation area adjacent to Lake Jessup.</p>

	<p>The City and County shall ensure that land uses surrounding the airport are compatible with noise levels generated by the airport use through the following measures:</p> <ol style="list-style-type: none"> <li>1. All land east or south of the OSIA's new runway system shall be developed based on the part 150 Noise Exposure Maps and Compatibility Plan prepared in 2001 for the OSIA by Environmental Science Associates (ESA), as approved by the FAA and any revisions to the noise exposure maps that may occur as the result of airport development. If new residential land uses or residential zoning districts are permitted, an aviation easement and development order approval shall be required.</li> <li>2. New residential land use designations and zoning classifications (single-family detached, duplexes, townhomes or condominiums) shall be prohibited where noise contours are greater than 60 DNL (day-night noise level). Multi-family residential developments shall comply with the guidelines issued by the Federal Aviation Administration (FAA) and Department of Transportation relating to airport compatible uses and will be allowed between the 60 and 65 DNL noise contour only with an aviation easement and associated development order and shall be designed to meet the soundproofing regulations pursuant to the FAA Part 150 Noise Compatible Land Use Guidelines.</li> <li>3. The following uses are compatible with the Airport: Industrial parks; corporate business parks; commercial developments; office complexes; attendant retail; service and hotel uses; medium and high-density rental residential developments between the 60 and 65 DNL; agricultural uses; public uses;</li> <li>4. Multi-family developments shall be designed with noise reducing features such as acoustical insulation or other soundproofing.</li> <li>5. An aviation easement shall be required and included in the recorded deed of any new lot prior to the construction of a single family dwelling unit or a multi-family dwelling unit for properties located in the area depicted in Map 1-13 of the City Comprehensive Plan.</li> </ol> <p>All development must be phased concurrent with major public roadway improvements and installation of drainage, sewer and water utilities.</p> <p>The City and County shall require land use changes and/or zoning changes to ensure that existing neighborhoods in the area are converted</p>
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	<p>to airport compatible uses. This transition of uses must minimize adverse impacts on the neighborhood during the conversion process.</p> <p>Seminole County and Sanford will encourage mass transit facilities in the area and jointly work toward the restoration of Lake Jessup.</p> <p>Resource Protection and Conservation lands must be protected from the adverse impacts of development with open space requirements, clustering, conservation easements, wetland buffers and transition areas.</p> <p>In order to minimize land use/noise conflicts, the County shall recommend that the Sanford Airport Authority purchase lands where noise contours are 65 and greater DNL consistent with the FAA Part 150 OSIA Noise and Land Use Compatibility Program approved by the Federal Aviation Administration.</p> <p>No new residential future land use and/or zoning is allowed within the areas covered by a noise contour of 60 DNL and higher. New public educational facilities shall be prohibited if within three hundred (300) feet of the centerline of the OSIA's new runway system east to the conservation area adjacent to Lake Jessup.</p>												
	<p>The HIP-Airport Area will be developed to accommodate an area wide composite land use mix as described below:</p> <table border="1" data-bbox="587 1024 1292 1278"> <thead> <tr> <th><i>General Use</i></th> <th><i>Min</i></th> <th><i>Max</i></th> </tr> </thead> <tbody> <tr> <td>Medium – High Density Residential Uses</td> <td>0%</td> <td>0.50%</td> </tr> <tr> <td>Industrial Uses</td> <td>50%</td> <td>75.5%</td> </tr> <tr> <td>Commercial Uses</td> <td>25%</td> <td>50%</td> </tr> </tbody> </table>	<i>General Use</i>	<i>Min</i>	<i>Max</i>	Medium – High Density Residential Uses	0%	0.50%	Industrial Uses	50%	75.5%	Commercial Uses	25%	50%
<i>General Use</i>	<i>Min</i>	<i>Max</i>											
Medium – High Density Residential Uses	0%	0.50%											
Industrial Uses	50%	75.5%											
Commercial Uses	25%	50%											

*[Balance of this page left intentionally blank; signatures on following pages]*

Section 3. Except as specifically amended by this First Amendment, the remainder of the Joint Planning Agreement shall remain in full force and effect.

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

ATTEST:

*Pat Lee*

*ACTING*

CYNTHIA PORTER, City Clerk  
City of Sanford, Florida



CITY COMMISSION OF THE  
CITY OF SANFORD

By: *[Signature]*  
JEFF TRIPLETT, Mayor

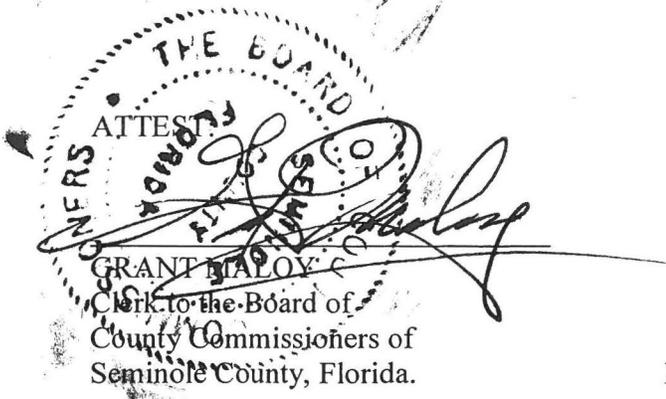
Date: *8/13/18*

For use and reliance of the Sanford  
City Commission only.  
Approved as to form and legality.

*William L. Colbert*

William L. Colbert, City Attorney

*[Balance of this page left intentionally blank; signatures continued on following page]*



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: *John Horan*  
JOHN HORAN, Chairman

Date: 8/28/18

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of County  
Commissioners at its Aug. 28, 2018,  
regular meeting.

Approved as to form and  
legal sufficiency.

*Paul A. Chast*  
County Attorney

PHC/org  
8/2/18  
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