

**JOINT PLANNING INTERLOCAL AGREEMENT
REGARDING THE US 41 SOUTH PLANNING AREA**

**BETWEEN THE
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE CITY OF BROOKSVILLE CITY COUNCIL**

November, 2003

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**JOINT PLANNING INTERLOCAL AGREEMENT
REGARDING THE US 41 SOUTH PLANNING AREA**

THIS AGREEMENT is entered into this ___ day of November, 2003 by and between City of Brooksville, a Florida municipal corporation, through its City Council (the “City”) and Hernando County, a subdivision of the State of Florida, through its Board of County Commissioners (the “County”) pursuant to the terms and conditions herein.

WHEREAS, the City and the County recognize their mutual obligations and responsibilities to their respective citizenry and to coexist and cooperate in a harmonious manner on matters of mutual interest including joint planning of contiguous areas and areas of joint interest; and,

WHEREAS, the County has inherent jurisdiction for land use, planning, growth management and development decisions within its unincorporated boundaries and the City has similar jurisdiction within its boundaries, and,

WHEREAS, § 163.3177(6)(h), *Fla. Stat.*, requires each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that state principles and guidelines to be used to coordinate the adopted comprehensive plan with the plans of neighboring governments and the processes for collaborative planning; and,

WHEREAS, § 163.3177(6)(h)1.a., *Fla. Stat.*, requires that “the intergovernmental coordination element shall provide for procedures to identify and implement joint planning areas, especially for the purposes of annexation, municipal incorporation, and joint infrastructure service areas;” and,

WHEREAS, § 163.3177(11), *Fla. Stat.*, encourages local governments to utilize innovative planning and flexible planning and development strategies; and,

WHEREAS, § 163.3171(3)(a), *Fla. Stat.*, authorizes a municipal government and its county to jointly exercise the powers under the Local Government Comprehensive Planning and Land Development Act pursuant to official agreement by the governing bodies involved; and,

WHEREAS, the City and the County further want to resolve a number of the issues and matters raised in DOAH Case No. 03-2866GM, styled *Department of Community Affairs v. City of Brooksville; Hernando County, Intervenor* (J. Lawrence Johnston, ALJ); and,

WHEREAS, the City and the County have mutually agreed that coordination of land use planning, growth management and development for the US 41 South Planning Area (as defined below) is in the best interests of the citizens of Hernando County; and,

WHEREAS, the City and County further recognize that significant portions of both the Peck Sink Basin and Bystre Lake Basin are within or in very close proximity to the US 41 South Planning Area and that appropriate steps and safeguards need to be taken in order to minimize, using best available practices and methods, groundwater runoff and contamination into these ecologically important water basins; and,

WHEREAS, the parties are authorized to enter into this interlocal agreement pursuant to §§ 163.01 and 163.3171(3), *Fla. Stat.*

NOW THEREFORE, the City and County agree as follows:

The above recitals are incorporated herein and made a part hereof.

Section 1. Definitions.

The following definitions shall apply throughout this Agreement:

- 1.1. “City” shall refer to the City of Brooksville, a Florida municipal corporation.
- 1.2. “County” shall refer to Hernando County, a subdivision of the State of Florida.
- 1.3. “US 41 South Planning Area” is defined as all of the following sections: Sections 19-20, 24-30, 31-36, in Township 22 S, Range 19 E; and Sections 1-6, 8-11, 14-16 of Township 23 S, Range 19 E. All of the foregoing lying within Hernando County, Florida.
- 1.4. “Joint Planning Board” shall refer to the joint local planning agency established by the City and County pursuant to § 163.3174(2), *Fla. Stat.*, and which shall consist of the five (5) sitting City Council members holding elective office and the five (5) sitting County Commission members holding elective office for a total of ten (10) members. The Joint Planning Board shall exercise powers as referenced within this Agreement, for the US 41 South Planning Area not otherwise inconsistent with this Agreement or Chapters 125, 166, 171 and 177, *Fla. Stat.*
- 1.5. “Joint Planning Board Meetings” is defined as those meetings which are conducted by the Joint Planning Board and which are advertised and held open to the public in accordance with Florida Sunshine Laws. For purposes of all Joint Planning Board Meetings, a minimum of three (3) members of the City Council and a minimum of three (3) members of the County Commission shall collectively constitute a quorum. All actions shall be based on majority vote of the quorum present.

- 1.6. “Steering Committee Meetings” shall refer to those joint meetings between City and County staff where at least one representative of the City as designated by the City Manager, and at least one representative from the County as designated by the County Administrator, meet to discuss issues relative to this Agreement. Steering Committee Meetings shall take place as agreed but no less frequently than as provided herein. Steering Committee Meetings may also include participation by other staff persons of the City and County government including, without limitation, planning, utilities, public works, engineering, environmental, parks and recreation, administration and legal.
- 1.7. “Effective Date” shall be the date on which the last party executes this Agreement and the date upon which this Agreement takes effect.

Section 2. Joint Meetings

- 2.1. A Steering Committee consisting of designated staff from the County and City, as per Section 1.6 of this Agreement, shall meet no less than semi-annually to set direction, formulate recommendations, and discuss issues regarding coordination of land use, planning, zoning, growth management, environmental considerations, infrastructure, traffic, facilities siting, population and development trends, and unmet infrastructure and public facilities needs regarding the US 41 South Planning Area. The Steering Committee may also discuss any other areas of common concern as may be agreed upon. The County will prepare a report consistent with and approved by the Steering Committee for presentation to the Joint Planning Board at least semi-annually. The report will reflect the Steering Committee’s recommended resolutions, progress since previous meeting(s) and items of concern which are outstanding. Issues which are not approved by consensus of the Steering Committee will be acknowledged in the report. Additionally, the Steering Committee shall, on an annual basis, make an assessment of the effectiveness of this Agreement for the preceding year. The County will be responsible for making meeting arrangements and providing notification.
- 2.2. The Joint Planning Board shall meet no less than once every six months to discuss and/or act on the reports of the Steering Committee and on all matters relative to this Agreement. The Joint Planning Board may further meet as necessary to act on land use, planning, and growth management matters relative to the US 41 South Planning Area as set forth herein. For purposes of this Agreement, prospective actions involving residential property of twenty (20) acres or less in size and nonresidential property of ten (10) acres or less in size would not require consideration or review by the Joint Planning Board. The County Administrator and City Manager shall be jointly responsible for making meeting arrangements and providing notification to the parties and press of all meetings.

Section 3. Coordinating and Sharing of Information

- 3.1. The County and City shall coordinate and share information with each other relative to land use, planning, zoning, growth management and development activities occurring within the US 41 South Planning Area, and any other areas as determined by the Joint Planning Board. Designated City and County staff will communicate with each other on review, comments, questions and recommendations concerning the above-referenced activities.

Section 4. Powers and Duties of Joint Planning Board

- 4.1. The Joint Planning Board shall have advisory authority over land use within the US 41 South Planning Area as follows:
 - 4.1.1. Comprehensive Plan Amendments. The Joint Planning Board shall sit as the advisory body for all proposed comprehensive plan amendments involving residential property in excess of twenty (20) acres and nonresidential property in excess of ten (10) acres located within the US 41 South Planning Area during the term of this Agreement. Following each meeting, designated staff (as provided in Section 5 of this Agreement) shall prepare a report of discussions and actions taken. For amendments to the City’s Comprehensive Plan, recommended actions shall go before the City Council for final local government action (i.e. approval, denial, modification); for amendments to the County’s Comprehensive Plan, recommended actions shall go before the Board of County Commissioners for final local government action (i.e. approval, denial, modification).
 - 4.1.2. Reports/Actions of the Steering Committee. The Joint Planning Body shall review/ act on the reports and recommendations of the Steering Committee.
- 4.2. Nothing herein is intended to limit the City and County, by future amendment to this Agreement, from expanding the size or scope of the US 41 South Planning Area or from creating additional joint planning areas.

Section 5. Staff Support and Review Services

- 5.1. County staff, in coordination and cooperation with City staff, shall be responsible for providing support services and staffing to the Joint Planning Board.
- 5.2. Pursuant to Section 3.1. of this Agreement, City and County staff shall coordinate review activities for development of property located within the US 41 South Planning Area. Staff comments may be forwarded to the review Agency having land use jurisdiction. The land use authority having jurisdiction over said development will review all comments received and implement recommendations where appropriate giving due consideration to impacts on public infrastructure and the environment.

Section 6. Joint Future Land Use Map; Revisions to Comprehensive Plans

- 6.1. Within nine (9) months of the Effective Date of this Agreement, the Steering Committee shall prepare a report recommending future land use designations to be applied within the US 41 South Planning Area, together with recommended text setting forth goals, objectives and policies for this area. The Steering Committee shall submit its report to the Joint Planning Board and make its report available to the public. Within six (6) months of submission of said report to the Joint Planning Board, the Joint Planning Board shall recommend approval of a Joint Future Land Use Map for the US 41 South Planning Area together with appropriate text. No later than six (6) months or the next amendment cycle following the recommendation for approval of a Joint Future Land Use Map and text by the Joint Planning Board, the City and County shall each consider the transmittal of an amendment to its respective Comprehensive Plan to the Florida Department of Community Affairs (“DCA”) incorporating the US 41 South Planning Area, the Joint Future Land Use Map as established by the Joint Planning Board and the textual changes associated with this area. The City and County further agree to consider, as part of their respective plan amendments transmitted to DCA, amendments to the intergovernmental element of the comprehensive plans to conform with the provisions in this Agreement.

Section 7. 5-Year Capital Facilities Plan

- 7.1. At least once a year, the Steering Committee shall prepare a Capital Facilities Plan for the US 41 South Planning Area. The Plan, at a minimum, will address available public infrastructure and facilities, current and projected needs over a five (5) year planning horizon, current and projected deficits, and recommendations and suggestions for curing any identified deficiencies. On issues in which the Steering Committee cannot reach a consensus, options will be presented in the Plan that are representative of viable alternatives.

- 7.2. Within ninety (90) days of the issuance of the Steering Committee’s Capital Facilities Report as provided above, the Joint Planning Board shall meet to discuss and formulate recommendations concerning said report.

Section 8. Resolution of Disputes

- 8.1. If the parties to this agreement fail to resolve any conflicts related to issues covered in this document, such dispute shall be resolved in accordance with governmental conflict resolution procedures by submitting to non-binding mediation under Chapter 164, *Fla. Stat.* In the event such dispute cannot be resolved through non-binding mediation despite and after diligent and continued efforts on the part of all parties hereto, then the parties reserve the right to pursue administrative and judicial relief.
- 8.2. All disputes shall be governed by the laws of Florida and venue of any dispute shall be in Hernando County absent mutual agreement by the parties to some other venue.
- 8.3. Nothing contained herein shall create any rights or causes of action or enforcement in favor of or by any person not a signatory to this Agreement.

Section 9. Oversight Process; Future Annexations Joint Study Report

- 9.1. The Steering Committee established herein shall be responsible for an annual assessment report on the effectiveness of this agreement. The report will be made available to the public and presented at the meeting established in Section 2. In the event that consensus cannot be reached on the content of said report, a minority report may be filed by the individual or entity that defines or clarifies any disparity.
- 9.2. The Steering Committee, in-house and using such outside sources as may be reasonably funded, shall prepare a joint study report (the “Joint Study Report”) depicting those unincorporated areas of the County (excluding the US 41 South Planning Area which is addressed in this Agreement) which are logical or necessary for annexation into the City. The Joint Study Report shall take into account and address all relative demographics, population and development trends, the availability of public facilities and infrastructure, service provision, environmental considerations, transportation and traffic, funding, public benefit and need. The Joint Study Report shall be prepared no later than eighteen (18) months from the Effective Date of this Agreement and shall be released to the Joint Planning Board and the public. The Joint Planning Board may use this report as a basis for making future land use recommendations.

Section 10. Amendment Process; Complete Agreement; Term

- 10.1.** This agreement may only be amended by written consent of the City and the County and shall constitute the complete understanding between the parties. This agreement shall remain in effect for five (5) years from the Effective Date herein. Thereafter, this Agreement shall automatically renew for up to two additional five-year terms unless either party notifies the other in writing at least twelve (12) months prior to the time of renewal of its intent for this Agreement to not automatically renew.

Section 11. Execution in Counterparts

- 11.1.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.

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IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the City and the County on the date last executed below.

ATTEST: **CITY OF BROOKSVILLE**

Karen Phillips
City Clerk

By: _____
Richard E. Lewis
Mayor, City Council

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

David LaCroix
City Attorney

ATTEST: **HERNANDO COUNTY**

Karen Nicolai,
Clerk

By: _____
Mary E. Whitehouse
Chairperson, Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Geoffrey T. Kirk
Assistant County Attorney