



**GROWTH AND RESOURCE MANAGEMENT DEPARTMENT
PLANNING AND DEVELOPMENT SERVICES DIVISION**
123 West Indiana Avenue, Room 202, DeLand, Florida 32720
(386) 736-5959

PUBLIC HEARING: September 12, 2017 – Planning and Land Development Regulation Commission (PLDRC)

CASE NO: CPA-17-009

SUBJECT: A Comprehensive Plan Large Scale Administrative Text Amendment to the Intergovernmental Coordination Element to reference the Interlocal Service Boundary Agreement with the City of Oak Hill.

APPLICANT: Planning and Development Services Division

STAFF: Susan Jackson, AICP, Senior Planning Manager

I. Summary of Request

The Volusia County Council adopted an Interlocal Service Boundary Agreement (ISBA) with the City of Oak Hill on August 17, 2017. Section 10.c(1) of the agreement requires the City and County to amend their respective Intergovernmental Coordination Elements of their comprehensive plans to include a policy referencing said agreement.

Staff Recommendation:

Find the amendment consistent with the comprehensive plan and forward the application, case number CPA-17-009, to county council with a recommendation of approval to transmit to the Department of Economic Opportunity for review and to the Volusia Growth Management Commission (VGMC) for certification.

II. Overview

The County and the City of Oak Hill entered into an Interlocal Service Boundary Agreement (ISBA) in order to establish a mechanism for the City to annex the property within the Joint Planning Area that would not otherwise be eligible due to non-contiguity. The ISBA coordinates delivery of public services, planning authority, and permitting responsibilities, and establishes jurisdiction over thoroughfare and non-thoroughfare roads, within a defined Joint Planning Area. Volusia County adopted the ISBA on August 17, 2017, by approval of Ordinance 2017-18. The City of Oak Hill adopted the ISBA on August 14, 2017.

Pursuant to Section 171.203(9), Florida Statutes, within six months of the effective date of the ISBA, the respective parties to the agreement must amend their Intergovernmental Coordination Elements of their Comprehensive Plans to include a policy referencing the ISBA. The following language is hereby proposed for adoption into the County's Comprehensive Plan:

Policy 14.1.2.14 Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County and the City of Oak Hill have established an Interlocal Service Boundary Agreement (ISBA) adopted on August 17, 2017, with an effective date of September 1, 2017. The agreement allows the City to annex properties within the Joint Planning Area that would not otherwise be eligible for annexation subject to provisions established in the ISBA.

III. Staff Recommendation

Find the amendment consistent with the comprehensive plan and forward the application, case number CPA-17-009, to county council with a recommendation of approval to transmit to the Department of Economic Opportunity for review and to the Volusia Growth Management Commission (VGMC) for certification.

IV. Attachments

Draft Ordinance 2017-20

Ordinance 2017-18 - Interlocal Service Boundary Agreement with the City of Oak Hill.

ORDINANCE 2017 - 20

AN ORDINANCE OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, AMENDING THE VOLUSIA COUNTY COMPREHENSIVE PLAN ADOPTED BY ORDINANCE NO. 90-10, AS PREVIOUSLY AMENDED, BY AMENDING CHAPTER 14, INTERGOVERNMENTAL COORDINATION ELEMENT, TO ADD A POLICY REGARDING THE ADOPTED INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND THE CITY OF OAK HILL; AUTHORIZING INCLUSION IN THE VOLUSIA COUNTY COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3161, et seq., Florida Statutes, creates the Community Planning Act (Act); and

WHEREAS, Section 163.3167, Florida Statutes, requires each county in the State of Florida to prepare and adopt a Comprehensive Plan; and

WHEREAS, the council adopted the Volusia County Comprehensive Plan by Ordinance No. 90-10 pursuant to the Act; and

WHEREAS, Section 163.3184, Florida Statutes, provides for amendments to the adopted Comprehensive Plan by the local government; and

WHEREAS, the council desires to take advantage of this statute and amend the Volusia County Comprehensive Plan; and

WHEREAS, the council has provided for broad dissemination of the proposed amendment to the Comprehensive Plan in compliance with Sections 163.3181 and 163.3184(3) and (11), Florida Statutes; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, Volusia County Code of Ordinances, chapter 72, article II, division 11, section 72-413, has designated

the Volusia County Planning and Land Development Regulation Commission as a local planning agency for the unincorporated area of the County of Volusia, Florida; and

WHEREAS, the County and the City of Oak Hill entered into an Interlocal Service Boundary Agreement, with an effective date of September 1, 2017; and

WHEREAS, Section 171.203(9), Florida Statutes, requires that each local government that is a party to an interlocal service boundary agreement amend the intergovernmental coordination element of its comprehensive plan to acknowledge the interlocal service boundary agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

(Words in ~~strike-through~~ type are deletions; words in underscore type are additions; annotations are reflected in text blocks with shaded backgrounds and are for reference purposes only and not a part of the formal amendment.)

SECTION I: The Volusia County Comprehensive Plan adopted by Ordinance No. 90-10, as previously amended, is further amended as follows: Chapter 14, Intergovernmental Coordination Element, is amended pursuant to Section 171.203(9), Florida Statutes, to acknowledge the Interlocal Service Boundary Agreement between the County and the City of Oak Hill, as more particularly described in Exhibit A, attached hereto, and by reference made a part hereof.

SECTION II: SEVERABILITY. Should any section or provision of this Ordinance, or application of any provision of this Ordinance, be declared to be unconstitutional, invalid, or inconsistent with the Volusia County Comprehensive Plan, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION III: EFFECTIVE DATE. Within ten (10) days after enactment, a certified copy of this Ordinance shall be filed in the Office of the Secretary of State by the Clerk of the County Council and transmitted to the state land planning agency and any other agency or local government that provided timely comments pursuant to the expedited state review process in Section 163.3184(3), Florida Statutes. This Ordinance shall take effect upon the later of the following dates: a) 31 days after the state land planning agency notifies the County that the plan amendment package is complete and the issuance of a certificate of consistency or conditional certificate of consistency by the Volusia Growth Management Commission, or b) issuance of a final order by the state land planning agency or the State of Florida Administration Commission determining the amendment adopted by this Ordinance to be in compliance.

ADOPTED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNTY COUNCIL CHAMBERS AT THE THOMAS C. KELLY ADMINISTRATION CENTER, 123 WEST INDIANA AVENUE, DELAND, FLORIDA, THIS 19th DAY OF OCTOBER A.D. 2017.

ATTEST:

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA

James T. Dinneen, County Manager

Ed Kelley, County Chair

EXHIBIT A

CHAPTER 14
INTERGOVERNMENTAL COORDINATION ELEMENT

• • •

B. GOAL, OBJECTIVES AND POLICIES

• • •

OBJECTIVE:

14.1.2 Volusia County shall negotiate interlocal agreements coordinating land and planning development activities to all for orderly growth and facilitate the efficient provision of government services and facilities. The County shall coordinate with those State, regional or local entities having operation and maintenance responsibility for public facilities when establishing level of service standards. The interlocal agreements may include, but not be limited to, the following topics:

- * Land Use
- * Transportation
- * Recreation
- * Utility Services including water supply
- * Conservation
- * Housing
- * Libraries
- * Schools
- * Development Activity
- * Annexation

POLICIES:

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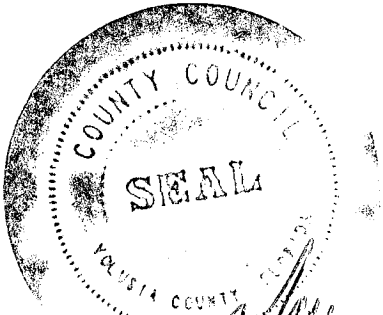
Policy 14.1.2.16 Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County and the City of Oak Hill have established an Interlocal Service Boundary Agreement (ISBA) recorded and effective on August 17, 2017. The agreement allows the City to annex properties within the Joint Planning Area that would not otherwise be eligible for annexation subject to the provisions established in the ISBA.

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STATE OF FLORIDA
COUNTY OF VOLUSIA

I, JAMES T. DINNEEN, County Manager and Clerk to the County Council of Volusia County, Florida, do hereby certify that the attached and foregoing ORDINANCE 2017-18 is a true and correct copy of that certain ordinance adopted on August 17, 2017.

WITNESS my hand and official seal at DeLand, Volusia County, Florida, this 18 day of August, A.D. 2017.



JAMES T. DINNEEN
COUNTY MANAGER AND CLERK TO THE
COUNTY COUNCIL OF VOLUSIA COUNTY,
FLORIDA

BY: 
MARCIA A. ZIMMERMAN, DEPUTY CLERK

ORDINANCE 2017-18

1
2
3 AN ORDINANCE OF THE COUNTY COUNCIL OF
4 VOLUSIA COUNTY, FLORIDA, APPROVING AND
5 AUTHORIZING THE EXECUTION OF AN
6 INTERLOCAL SERVICE BOUNDARY AGREEMENT
7 BETWEEN THE COUNTY OF VOLUSIA, FLORIDA,
8 AND THE CITY OF OAK HILL, FLORIDA;
9 PROVIDING FOR RECORDATION; PROVIDING
10 FOR SEVERABILITY; PROVIDING FOR
11 CONFLICTING ORDINANCES; AND PROVIDING AN
12 EFFECTIVE DATE.
13
14

15 **WHEREAS**, in accordance with the Interlocal Service Boundary Act,
16 chapter 171, part II, Florida Statutes, the city commission of the City of Oak Hill
17 approved Resolution No. 2014-04 (initiating resolution) on April 28, 2014, and the
18 county council of the County of Volusia approved Resolution 2014-100
19 (responding resolution) on July 3, 2014, identifying lands that are logical
20 candidates for future annexations, agreeing to negotiate the appropriate land
21 uses, infrastructure needs and the provider of services for such lands, and to
22 ensure protection of natural resources; and

23 **WHEREAS**, the city and county have met since the approval of the
24 resolutions to discuss the issues, and have negotiated and agreed upon a
25 proposed Interlocal Service Boundary Agreement; and

26 **WHEREAS**, the city commission of the City of Oak Hill approved the
27 proposed Interlocal Service Boundary Agreement on first reading on July 24,
28 2017, and on second and final reading on August 14, 2017; and

1 **WHEREAS**, the county council finds that the Interlocal Service Boundary
2 Agreement will serve the best interests and welfare of the citizens of Volusia
3 County.

4 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF**
5 **VOLUSIA COUNTY, FLORIDA AS FOLLOWS:**

6 **SECTION I.** The foregoing recitals are incorporated herein by reference.

7 **SECTION II.** The county council hereby approves the Interlocal Service
8 Boundary Agreement attached hereto as **EXHIBIT A**, and authorizes and directs
9 the execution of the agreement, and all documents required by the agreement,
10 by the county chair and county manager.

11 **SECTION III.** The county council further authorizes and directs all
12 necessary and appropriate action to amend the county's comprehensive plan as
13 required by section 171.203(9), Florida Statutes.

14 **SECTION IV.** The executed Interlocal Service Boundary Agreement shall
15 be recorded and filed with the clerk of court for Volusia County Circuit Court, in
16 accordance with section 163.01(11), Florida Statutes.

17 **SECTION V.** This ordinance, and the Interlocal Service Boundary
18 Agreement attached hereto as **EXHIBIT A**, have been approved in accordance
19 with section 171.203(14), Florida Statutes.

20 **SECTION VI. SEVERABILITY** - Should any word, phrase, sentence,
21 subsection or section be held by a court of competent jurisdiction to be illegal,
22 void, unenforceable, or unconstitutional, then that word, phrase, sentence,

1 subsection or section so held shall be severed from this ordinance and all other
2 words, phrases, sentences, subsections, or sections shall remain in full force and
3 effect.

4 **SECTION VII. CONFLICTING ORDINANCES** - All ordinances, or parts
5 thereof, in conflict herewith are, to the extent of such conflict, repealed.

6 **SECTION VIII. EFFECTIVE DATE** - This ordinance shall take effect upon
7 electronic filing of a certified copy with the Department of State.

8

9 ADOPTED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN
10 OPEN MEETING DULY ASSEMBLED IN THE COUNTY COUNCIL CHAMBERS
11 AT THE THOMAS C. KELLY ADMINISTRATION CENTER, 123 WEST INDIANA
12 AVENUE, DELAND, FLORIDA, THIS 17th DAY OF AUGUST, A.D., 2017.

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ATTEST:

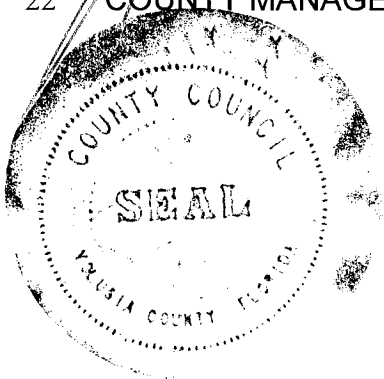


JAMES T. DINNEEN
COUNTY MANAGER

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA



ED KELLEY
COUNTY CHAIR



**EXHIBIT A
TO ORDINANCE 2017-18**

**Interlocal Service Boundary
Agreement**

**City of Oak Hill and
County of Volusia**

**INTERLOCAL SERVICE BOUNDARY AGREEMENT
BETWEEN THE CITY OF OAK HILL AND
THE COUNTY OF VOLUSIA**

This Interlocal Service Boundary Agreement (“ISBA”), (collectively referred to as “the Agreement” or “the ISBA”) is made and entered into by and between the City of Oak Hill (“City”) and the County of Volusia (“County”), sometimes herein referred to as “Party” or “Parties” as the context requires.

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution, Chapter 166, Florida Statutes, and Section 3.01 of the City of Oak Hill Charter; and

WHEREAS, the County possesses powers of self government and home rule as provided by the Volusia County Charter and Chapter 125, Part II, Florida Statutes; and

WHEREAS, the City invited the County to enter into negotiations for an Interlocal Service Boundary Agreement by Resolution No. 2014-04 on April 28, 2014; and

WHEREAS, the County Council responded to the City’s invitation by Resolution 2014-100 on July 3, 2014, and agreed therein to participate in negotiations for an Interlocal Service Boundary Agreement; and

WHEREAS, Chapter 171, Parts I and II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, Chapter 163, Part II, Florida Statutes, requires that cities and counties include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as joint planning and the delivery of services; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, identify the appropriate land uses and infrastructure needs and the provider for such lands, and ensure protection of natural resources; and

WHEREAS, Sections 163.3171(4), 171.203(6)(f) and (7), Florida Statutes, allow an interlocal service boundary agreement to establish a process for land use decisions consistent with Part II of Chapter 163, including those which may allow a municipality to adopt land use changes consistent with Part II of Chapter 163 for areas that are scheduled to be annexed within the term of an interlocal service boundary agreement; and

WHEREAS, Section 171.204, Florida Statutes, allows a municipality to annex land that is not contiguous to the municipality, creates an enclave or is not reasonably compact when a county and municipality enter into a joint planning agreement under Section 163.3171, Florida Statutes; and

WHEREAS, the extension of City and County facilities and services, and the annexation of lands, are most efficiently provided if the process and timing of long range planning, annexation, and development review processes by the City and County are clearly identified and part of a coordinated joint effort, and the commitment by the City and County to do so are material inducements to the Parties for entering into this Agreement; and

WHEREAS, the City and the County find that the benefits of intergovernmental communication and coordination will accrue to both Parties; and

WHEREAS, an interlocal service boundary agreement may, under Section 171.203, Florida Statutes, address any issue concerning service delivery, fiscal responsibilities, or adjustment of territorial boundaries, which may include, but are not limited to:

1. Identification of a Municipal Service Area (“MSA”), which for purposes of this Agreement is defined, consistent with Section 171.202(11), Florida Statutes, as being unincorporated land depicted on Map 1 attached to this Agreement that:

- a. may receive municipal services from the City; or
- b. may be annexed by the City through voluntary annexation pursuant to Section 171.044, Florida Statutes; provided, however, that any owners within the unincorporated land depicted on Map 1 attached to this Agreement may voluntarily petition for annexation regardless of contiguity to the City. All other annexation shall comply with Chapter 171, Florida Statutes, including submission to a vote of the registered electors of an area proposed to be annexed if the annexation is initiated by the City pursuant to Section 171.0413, Florida Statutes;

2. Delivery or funding of various services for public safety, fire and emergency medical; water and wastewater; the construction, maintenance and ownership of roads; conservation, parks and recreation; stormwater management and drainage; and various other services;

3. Providing a process and schedule for the annexation of lands in an MSA;

4. Establishing procedures for the adoption of comprehensive plan amendments, land use changes, administering land development regulations, and issuing development orders consistent with Chapter 163, Part II, Florida Statutes;

5. Addressing other service delivery issues;

6. Land use planning; and

WHEREAS, an interlocal service boundary agreement that addresses responsibilities for land use planning must establish procedures for adopting comprehensive plan amendments, administering land development regulations, and issuing development orders consistent with Chapter 163, Florida Statutes; and must, in accordance with Section 171.204, Florida Statutes, include a joint planning agreement under Section 163.3171, Florida Statutes; and

WHEREAS, the City and the County have met and negotiated in good faith to resolve issues related to annexation and joint planning and coordinating the provision of public services and infrastructure, and the Parties wish to memorialize their understanding in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125, 163, 166, 171, and 180, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. *Incorporation of Recitals.* The recitals above are true and correct and are incorporated into this Agreement as if fully set forth herein, as the legislative findings of the City and County.

2. *Incorporation of Map 1.* Map 1 attached hereto is fully incorporated as if fully set forth herein.

3. *Term and Effective Date of Agreement.* This Agreement shall become effective when filed with the Clerk of the Circuit Court of Volusia County, in accordance with section 163.01(11), Florida Statutes. The initial term of this Agreement shall be ten (10) years from the effective date. At the end of the fifth year, the City and County shall review the effectiveness and performance of this Agreement. Based upon the review, this Agreement may continue for the remainder of the initial term, be amended as the Parties desire, or be terminated in accordance with paragraph 5 of this Agreement.

4. *Renewal of Agreement.* The City and County shall, in the event the Parties desire to extend the initial term of this Agreement, initiate negotiations in accordance with Section 171.203(12), Florida Statutes, no later than eighteen (18) months prior to the end of the initial term.

5. *Termination of Agreement.* The City or County may terminate this Agreement at any time upon written notice of termination to the other Party delivered no later than May 1st in order for termination to be effective on December 31st of the same calendar year. A Party delivering such notice of termination may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date. Lands that have been annexed prior to termination of any agreement and services provided to said lands shall not be affected by the termination. Jurisdiction over any affected transportation facilities including roadways, parks, and other public facilities shall not be affected, except through a separate agreement in writing that has been approved by both Parties.

6. Dispute Resolution. The City and County agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

- a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.
- b. Within ten (10) days of the abatement order, the allegedly aggrieved Party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.
- c. If discussions between the Parties at the conflict assessment meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice of conflict, the Parties shall conduct mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court of Volusia County, Florida. The mediation contemplated by this section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem solving and exploring settlement alternatives.
- d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the notice of conflict, the Parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.

- e. The Parties agree that this dispute resolution procedure is intended to satisfy the requirements of Sections 163.01(5)(p) and 171.212, Florida Statutes, and Chapter 164, Florida Statutes.

7. Duplication of Services. In furtherance of the purpose of this Agreement, the City and County shall not undertake any action that will result in the overlapping, duplication, or competition of services or exercise of powers provided herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

8. Roads; Transfer of Jurisdiction. This paragraph is intended to satisfy the mutual agreement requirement of Section 335.0415(3), Florida Statutes.

- a. County Thoroughfare Roads. The County shall retain jurisdiction, ownership and control of the entire length of County Thoroughfare Roads within the ISBA/JPA/MSA regardless of any parcel annexations by the City, including the existing thoroughfare roads listed below and subsequent additions to the County's thoroughfare road network in the Volusia County Comprehensive Plan:

- (1) West Halifax Avenue
- (2) Beacon Light Road

County thoroughfare roads that are removed from the Volusia County Comprehensive Plan thoroughfare road network are subject to transfer to the City per the terms of this Agreement.

- b. County Non-Thoroughfare Roads. The permanent transfer within the ISBA/JPA/MSA of non-thoroughfare road jurisdiction and maintenance responsibilities from the County to the City shall occur as follows:

- (1) For purposes of this Agreement, "road segment" shall mean the portion of a County road between two intersecting roads.
- (2) County non-thoroughfare roads within or adjacent to the existing City boundary shall become roads under the City's jurisdiction and maintenance responsibility when at least fifty-one percent (51%) of the road segment is either within or adjacent to the existing City.
- (3) All County non-thoroughfare roads within the ISBA/JPA/MSA shall transfer to the City's jurisdiction and maintenance responsibility by segment upon the annexation of at least fifty-one percent (51%) of a road segment.
- (4) The 51% segment ratio shall be calculated based on the frontage of annexed parcels on each side of the road segment between two intersecting roads.

- (5) Once 51% or more of a segment is annexed, the entire road segment between the two intersecting roads shall be deemed annexed into the City and transferred to the City's jurisdiction and ownership and the City shall be fully responsible for all maintenance and other responsibilities.
- (6) As the City accepts jurisdiction and responsibility over a road segment, it shall have the same right of access for purposes of maintenance as the County, to the fullest extent the County is able to grant such right.
- (7) Any City or County agreements for road improvements with other governmental or private entities existing at the time of the approval of this Agreement, if any, shall remain in full force and effect; except in the event of a conflict with this Agreement, in which case the terms of this Agreement shall prevail. It is the intention of the Parties that no additional "mutual agreements" shall be necessary to effect road segment annexation. This Agreement is intended to convey the will of the Parties concerning all road segments within the ISBA/JPA/MSA.
- (8)
 - (a) The following local roads shall be transferred to the City upon adoption of this Agreement:
 - (i) Bills Hill Road: U.S. Highway 1 to end of Bills Hill Road
 - (ii) Canal Avenue: U.S. Highway 1 to River Road
 - (iii) East Halifax Avenue: River Road to end of East Halifax Avenue
 - (iv) North Gaines Street: Lagoon Avenue to Canal Avenue
 - (v) Putnam Grove Road: Shiloh Grove Quarters Road to U.S. Highway 1
 - (vi) North Putnam Grove Road: Flamingo Road to Shiloh Grove Quarters Road
 - (vii) River Road: Canal Avenue to end of County maintenance
 - (viii) Eagle Watch Road: Bayberry Drive to Indian Creek Road
 - (b) The County agrees to resurface the following roadway segments with a 1-inch asphalt overlay prior to transfer:
 - (i) Canal Avenue: U.S. Highway 1 to North Gaines Street

- (ii) Putnam Grove Road: Shiloh Grove Quarters Road to U.S. Highway 1
 - (iii) North Putnam Grove Road: Flamingo Road to Shiloh Grove Quarters Road
 - (iv) River Road: Canal Avenue to end of County maintenance
 - (9) Road transfer includes infrastructure in the right-of-way, including, but not limited to, drainage, sidewalks, multi-use trails, guardrails, signs, and traffic control devices.
 - (10) The roads being transferred by the terms of this Agreement may have water and sewer lines (utility lines) existing in the right-of-way or installed in the future. The City agrees to a perpetual right-of-way utility easement for existing and future utility lines for any road being transferred. The easement is necessary for the construction, installation, repair, replacement, operation, connection to, disconnection from, inspection and maintenance of such utility lines and other work contemplated that may be reasonably and customarily necessary for the County to provide or extend utility services.
- c. Transportation Planning and Coordination.
- (1) The City and County agree to use the adopted Transportation Planning Organization (TPO) Transportation Impact Analysis (TIA) Guidelines to coordinate the review and mitigation of development impacts on road, transit, bicycle and pedestrian systems based upon a mutually agreed upon TIA methodology. The TIA Guidelines shall utilize the latest adopted level of service standards and transportation plans within the impacted jurisdiction's comprehensive plans including the adopted TPO Long Range Transportation Plan.
 - (2) In the event the standards or plans may be different, the TIA methodology or mitigation plan shall address coordination. When necessary, comprehensive plans shall be updated to reflect the latest coordination plans. In the event the TIA Guidelines are ever repealed or become no longer applicable, the City and County agree to continue to utilize the latest adopted version for the purpose of plan review and mitigation coordination.
- d. Funding. The City and County agree to work together to obtain funding sources for capital transportation improvements, including capital and operating expenses for the provision of transit service, within the ISBA/JPA/MSA.

- e. Maintenance. The City and County may enter into maintenance agreements for certain segments of permanent County roads within the ISBA/JPA/MSA. The County agrees that the City shall be justly compensated for any and all maintenance responsibilities that may be transferred to the City through a maintenance agreement. Notwithstanding any other term of this Agreement, the City shall be responsible for maintenance of all sidewalks within the ISBA/JPA/MSA area, regardless of whether the adjacent road is City or County maintained.
 - f. Continuity. All roads over which jurisdiction is transferred to the City under the terms of this Agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement. If a road is transferred to the City, to the extent available, the County shall provide all as-builts, surveys, maintenance maps and GIS files that identify County maintenance responsibilities. Road transfers include infrastructure in the right-of-way, including, but not limited to, drainage, sidewalks, multi-use trails, guardrails, signs, and traffic control devices.
9. Solid Waste.
- a. All City residential and commercial waste, including collection within the Oak Hill ISBA area depicted on Map 1, shall be disposed at the County's solid waste disposal facilities at the Tomoka Farms Road Landfill or the West Volusia Transfer Station.
 - b. Annexed properties shall be transferred to the City's solid waste service on the first of the following month after annexation.
10. Growth and Resource Management.
- a. Environmental Management. The County shall continue to issue permits, conduct inspections and provide enforcement for the following Volusia County environmental standards, until such time as a property annexes:
 - (1) Tree Preservation Ordinance;
 - (2) Wetland Alteration Permits;
 - (3) Gopher Tortoise Protection;
 - (4) Indian River Lagoon Surface Water Improvements and Management Overlay Zone.

After annexation, the County shall continue to issue permits, conduct inspections and provide enforcement for the above Volusia County environmental standards until such time that the City adopts equivalent environmental standards.

b. Reasonable Assurance Plan. The City and the County agree to participate in a Reasonable Assurance Plan for the protection of the Mosquito Lagoon.

c. Planning and Development Services.

(1) The City and the County shall amend the Intergovernmental Coordination Element of their respective comprehensive plans in accordance with Section 171.203(9), Florida Statutes, within six (6) months of the effective date of this Agreement, by adopting a policy referencing this Agreement. The County's policy shall read as follows, and shall be inserted in Chapter 14 of the County's comprehensive plan:

Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County and the City of Oak Hill have established an Interlocal Service Boundary Agreement (ISBA) adopted on _____, 2017, with an effective date of _____, 2017. The Agreement allows the City to annex properties within the Joint Planning Area that would not otherwise be eligible for annexation, subject to the provisions established in the ISBA.

(2) The City shall adopt a Municipal Service Area ("MSA"), as that term is defined in Section 171.202(11), Florida Statutes, as an amendment to its comprehensive plan within six (6) months of the effective date of this Agreement, in accordance with Section 171.203(11), Florida Statutes. The MSA shall include the area depicted on Map 1, population projections for the MSA, and data and analysis supporting the provision of public facilities for the MSA.

(3) Section 171.207, Florida Statutes, expressly authorizes a county to transfer its powers to a municipality over lands that are within a ISBA/JPA/MSA; and Section 171.208, Florida Statutes, expressly authorizes a municipality to exercise its powers, extraterritorially, over such lands. In accordance with Sections 163.3171(4) and 171.203(6)(f), Florida Statutes, the County comprehensive plan, zoning, and land development regulations shall apply to, and the County shall enforce on, all lands in the ISBA/JPA/MSA until the City annexes the land at issue. Immediately upon annexation, the City shall amend its comprehensive plan future land use map and official zoning map to assign said land a City future land use designation and zoning classification. If the City fails to assign a future land use designation and zoning classification, the City shall

administer the County's future land use designation and zoning classification.

- (4) Joint Planning Area ("JPA"). The following additional finding is intended to satisfy the requirements of Section 171.204(2), Florida Statutes:

The unincorporated area as depicted on Map 1 is established as a Joint Planning Area ("JPA") and is anticipated for municipal annexation because it is "urban in character" as that term is defined by Section 171.031(8), Florida Statutes.

d. Building and Zoning.

- (1) The County shall issue building permits, conduct inspections, and provide code enforcement for all unincorporated properties within the ISBA/JPA/MSA until such time as a property annexes.
- (2) The County will complete processing any applications for building permits in progress at the time of annexation. Completion shall include issuing permits and providing all inspections related to the permit applications that were submitted prior to the effective date of property annexation.

11. Public Protection.

- a. Fire Services. The County shall continue to provide fire services for the City of Oak Hill. Services include response to fire related calls, emergency medical calls and inspections for new construction, as well as inspections associated with business tax receipt applications.

12. VGMC Rules. The Parties agree it is the intent of this Agreement to qualify as an interlocal agreement pursuant to Section 90-341(a)(2) of the Volusia Growth Management Commission Consistency Certification Rules.

13. Notice. All notices, consents, approvals, waivers, and elections that either Party requests or gives under this Agreement shall be in writing and shall be provided by certified mail, return receipt requested, or by hand delivery for which a receipt is obtained. Notices shall be mailed or delivered to the addresses set forth below or as either Party may otherwise designate in writing. Notices, consents, approvals, waivers, and elections shall be deemed given when received by the Party for whom intended.

If to the County: County of Volusia
Attn: County Manager
Copy to: County Attorney
123 West Indiana Avenue
DeLand, FL 32720

If to the City: City of Oak Hill
 Attn: City Administrator
 Copy to: City Attorney
 234 U.S. Highway 1
 Oak Hill, FL 32759

14. Sole Benefit. This Agreement is solely for the benefit of the City and County, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

15. Authority. The City and County each represent and warrant to the other its respective authority to enter into this Agreement and acknowledge the validity and enforceability of this Agreement. The City and County hereby represent, warrant and covenant that this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

16. Enforcement. This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including, but not limited to, injunctive relief and specific performance. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed as a waiver (or continuing waiver) of such terms, covenants, or conditions; nor shall any waiver or relinquishment of any right or power hereunder be deemed to be a waiver or relinquishment of such right or power at any other time.

17. Defense. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby agreeing with the other not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

18. Amendments. Amendments to this Agreement may be offered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing bodies of each Party. No amendment shall be effective until approved by the governing bodies of the City and County.

19. Supremacy. The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement. Except as otherwise

provided by this Agreement or by law, in the event the terms of this Agreement conflict with previous agreements between the Parties, the terms of this Agreement shall control.

20. Entire Understanding. Except as otherwise specifically set forth herein or in any future subagreement, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement. The City and County further acknowledge that they each participated in drafting this Agreement, and in the event of a dispute regarding this Agreement, it shall not be construed by a court of competent jurisdiction or other tribunal more or less favorably on behalf of either Party on the basis of a claim that a Party did not participate in drafting this Agreement or any part thereof.

- a. The terms of the Utility Service Area Agreement By and Between The City of Oak Hill, Florida, The City of Edgewater, Florida and The County of Volusia, Florida, dated July 23, 2007, shall remain in effect and are not superseded by this Agreement.

21. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court of Volusia County, Florida. Federal Jurisdiction and venue, if applicable shall only be in the Middle District of Florida, Orlando Division. If circumstances arise which cause a conflict between this paragraph and paragraph 6 (“Dispute Resolution”) paragraph 6 shall control.

22. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any circumstance in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other circumstance or in any other jurisdiction.

23. Compliance with Chapter 171, Part II, Florida Statutes. The Parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes. The Parties intend for this Agreement to be broadly construed to effectuate the purposes and provisions set forth herein, specifically those provisions that provide for the transfer of powers over lands within the ISBA/JPA/MSA by the City and County; and the authority by the City to exercise powers extraterritorially over said lands, including, but not limited to, the application and enforcement of local laws.

24. Amendment of Intergovernmental Coordination Element of Comprehensive Plans. Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months of the effective date of this Agreement, shall amend their respective Intergovernmental Coordination Elements of their adopted Comprehensive Plans to establish consistency and compliance with this Agreement.

25. Adoption by County. The County shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 125.66, Florida Statutes.

26. Adoption by City. The City shall adopt this Agreement by ordinance in accordance with Sections 171.203(14) and 166.041, Florida Statutes.

27. Adoption Date and Effective Date. The Adoption Date of this Agreement shall be the latest date of signature listed below. The Effective Date of this Agreement shall be the date it is filed with the Clerk of the Circuit Court of Volusia County pursuant to paragraph 3 above.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective Party set forth below, pursuant to the authority granted to each of the undersigned in the ordinance by which each Party approved and adopted this Agreement.

COUNTY OF VOLUSIA

Ed Kelley, County Chair

Attest:

James T. Dinneen, County Manager

DATE: _____

Form Approved:

County Attorney's Office

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Ed Kelley and James T. Dinneen, as County Chair and County Manager, respectively, on behalf of the County of Volusia, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the County. They are [] personally known to me, or [] have produced _____ as identification.

Notary Public, State of Florida at Large
Printed, typed or stamped name & commission

CITY OF OAK HILL

Douglas A. Gibson, Mayor

Attest:

Kohn Evans, City Administrator

DATE: _____

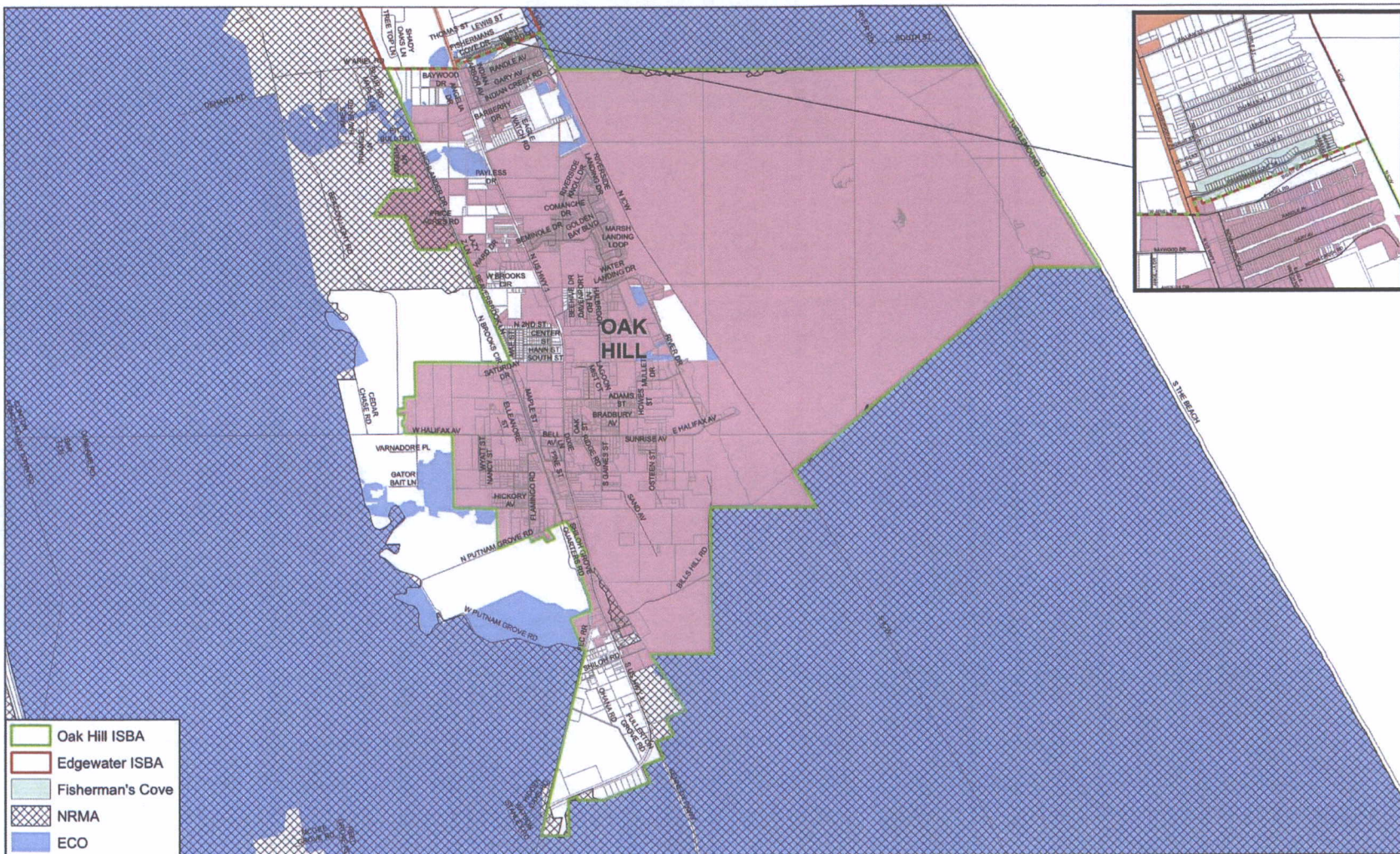
Form Approved:

City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Douglas A. Gibson and Kohn Evans, as Mayor and City Administrator, respectively, on behalf of the City of Oak Hill, who acknowledge that they are duly authorized to execute the foregoing Agreement on behalf of the City. They are [] personally known to me, or [] have produced _____ as identification.

Notary Public, State of Florida at Large
Printed, typed or stamped name & commission



- Oak Hill ISBA
- Edgewater ISBA
- Fisherman's Cove
- NRMA
- ECO

Map #1
Oak Hill Interlocal Service Boundary Agreement

12/9/2014
 1 in = 3,083 ft