

Large Scale Comprehensive Plan Amendment

DEV2017-065 (Legislative Hearing)

Future Land Use and Intergovernmental Coordination Element Amendments

Staff Report

DATE: July 27, 2017

TO: Planning Board Members

FROM: Doug Gutierrez, AICP, Senior Planner

PROJECT REQUEST

A request by the Development and Administrative Services Department, Planning Division to approve a Large Scale Comprehensive Plan Amendment, amending the Future Land Use and Intergovernmental Coordination Elements.

PROJECT DESCRIPTION

The City of Daytona Beach is in the process of moving forward with the First Step Shelter, a facility dedicated to providing social services to homeless persons in Volusia County. In order to construct the First Step Shelter, the City availed itself of Chapter 171, Part II, Florida Statutes, in order to annex land that is not contiguous to the current municipal boundaries. As part of that process, the City entered into an Interlocal Service Boundary Agreement (ISBA) with the County of Volusia, approved by the County Council via Ordinance 2017-13 and by the City via Ordinance 17-193, effective on July 5, 2017 (Attachment A.) The ISBA identifies a geographic area where the First Step Shelter is to be located and the City is required to plan for this area, specifically by amending its Comprehensive Plan. Additionally, in order to expedite the annexation process, the City is required to enter into a joint planning agreement (JPA) with the County. The ISBA is also serving as the JPA.

The Planning Division is initiating an amendment to the Future Land Use Element. The City is required to adopt a Municipal Service Area ("MSA"), as an amendment to its comprehensive land use plan within six months of the effective date of the ISBA, in accordance with Section 171.203 (11), Florida Statutes. The MSA shall include the area depicted in Map [FLU 22](#) (Attachment B), with population projections for the MSA, and data and analysis supporting the provision of public facilities for the MSA. The MSA has been identified in the ISBA. Per the parameters established in the ISBA, the City may amend its future land use map to apply any category within the MSA after annexation. Additionally, the City shall act as the point of permit processing, plan review, issuance, inspection, code enforcement, and interpretation of the county comprehensive plan, zoning, and land development regulations for proposed development on existing entitled parcels within the MSA.

Additionally the Planning Division is initiating an amendment to the Intergovernmental Coordination Element. In accordance with Section 171.203(9), Florida Statutes, and the ISBA, the City is required to amend this element to reference the Interlocal Service Boundary Agreement (ISBA).

PROJECT ANALYSIS

Pursuant to Section 171.204, Florida Statutes, before annexation of land that is not contiguous to the boundaries of the annexing municipality, the municipality shall transmit a comprehensive plan amendment relating to the property anticipated for annexation OR a municipality and county shall enter into a joint planning agreement under Section 163.3171, Florida Statutes, which is adopted into the municipal comprehensive plan. Therefore, prior to annexation, the ISBA serves as the joint planning agreement required by Section 171.204, Florida Statutes, and the County and the City comprehensive plans serve to address the planning and service issues required by Section 171.204, Florida Statutes. The amendments to the Intergovernmental Coordination Elements of the respective comprehensive plans in accordance with Section 171.203(9), Florida Statutes, to reference this ISBA shall also serve as adoption of a joint planning agreement into the City's comprehensive plan as required by Section 171.204(2), Florida Statutes.

The proposed amendment, underlined in blue, is as follows:

Future Land Use Element

GOAL 5. West ISB Municipal Service Area (MSA) to implement the Planning, Development and Administrative authority of the Interlocal Service Boundary Agreement (ISBA) between the City of Daytona Beach and the County of Volusia pursuant to Chapter 171, Part II, Florida Statutes, as amended.

Objective 5.1 West ISB MSA Planning, Development and Administrative Authority
The City shall have sole and singular authority within the boundaries of the MSA to apply the City's Comprehensive Land Use Plan and Zoning Map categories, to administer the codes and regulations, and provide for the enforcement codes pursuant to the Interlocal Service Boundary Agreement (ISBA) adopted by the City of Daytona Beach Commission and by the Volusia County Council effective and recorded on July 5, 2017, at Book 7419 Pages 1451 through 1464, of the Public Records of Volusia County, Florida.

Policy 5.1.1. The West ISB Municipal Service Area (MSA), consistent with its related policy 1.4.3 of the Intergovernmental Coordination Element, is hereby established between the City and Volusia County as a means to coordinate planning and delivery of services related to future land use, public facilities and services, and protection of natural resources.

Policy 5.1.2 Pursuant to the ISBA, the City may annex noncontiguous parcels and create enclaves within the MSA notwithstanding Policy 1.4.1.

MSA data and analysis & population projection

Municipal Service Area - Pursuant to the requirements of Chapter 171, Part II, Florida Statutes, and the adopted Interlocal Service Boundary Agreement (ISBA), between the City of Daytona Beach and the County of Volusia, the City designates the area shown on Map FLU 22 as its Municipal Service Area (MSA).

POPULATION PROJECTIONS The following table shows the population projections within the Joint Planning Area covered by the ISBA:

Projected MSA Population*, Daytona Beach, 2010-2040

Year	2010	2015	2020	2025	2030	2035	2040
MSA	0	0	80	87	94	101	109

* Proposed ULI Land Use density is 1 DU/ac x 626 AC = 626 DU x 2.58 (avg. Household 2010 Census) = 1,615 persons.

The population projection utilized trend extrapolation methodology with the geometric change approach, which assumes that a population will change by the same percentage rate over a given increment of time in the future, from the following sources: University of Florida Bureau of Economic and Business Research, Population Projections; U.S. Census Bureau, 2010 Decennial Census; and Shimberg's Florida Housing Data Clearinghouse.

Per the adopted Interlocal Service Boundary Agreement (ISBA) between the County of Volusia and the City of Daytona Beach, the City is required to provide the following public services, infrastructure and facilities within the Joint Planning Area (JPA), subject to the restrictions and provisions provided in the ISBA:

- **Transportation:** There are no existing thoroughfare roads located within the MSA. Subsequent addition to the County's thoroughfare roadways in the Volusia County Comprehensive Plan are subject to transfer to the City per the terms of the ISBA. Non-thoroughfare county 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. The City and the County agree to use the adopted Volusia 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 jurisdictions' comprehensive plans, including the adopted Volusia TPO Long Range Transportation Plan.
- **Public Utility Facilities:** The County and the City agree that the provision of water and sewer services to any properties within the MSA/JPA which are annexed by the City shall be transferred to the City. The site id within the City's utility service area, public utilities are available.
- **School Facilities:** The JPA will be served by the schools zoned by the Volusia County School District and shall not conflict with the Interlocal Agreement between Volusia County and the Volusia County School District, as amended. The City agrees to work with the Volusia County School District to further the requirements and goals of the School Interlocal Agreement between the County and the School District.
- **Natural Resources Protection:** Lands containing sensitive natural resources, to the extent they exist in the JPA, will be protected by Objective 1.3 Natural Resource Protection in the Conservation Element of the City's Comprehensive Plan. .

- Planning and land development applications, including:
 - Permit processing and issuance
 - Plan review
 - Inspections
 - Code enforcement
 - Interpretation of the County comprehensive plan, zoning and land development regulations for proposed development on existing entitled parcels within the JPA
- Public Safety & Fire services: The City shall be responsible for all law enforcement and fire services within the MSA, regardless of whether the property has annexed in to the City. The City and County shall continue the current mutual aid agreement in place.
- Solid waste: Annexed properties shall be transferred to the City's solid waste service on the first of the following month after annexation. All City residential and commercial waste collection within the Agreement area shall be disposed at the County's solid waste disposal facilities located at 1990 Tomoka Farms Road or the West Volusia Transfer Station.
- Stormwater: There are no stormwater improvement facilities within the JPA. The City will review and approve all new development in the JPA with regard to stormwater conveyance systems including but not limited water quality, discharge volume and flow rate, as well as storm attenuation and flood control.

Intergovernmental Coordination Element

[Policy 1.4.3 Pursuant to Chapter 171, Part II, Florida Statutes, Volusia County and the City of Daytona Beach have established an Interlocal Service Boundary Agreement \(ISBA\) recorded and effective on July 5, 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. This ISBA serves as the joint planning agreement required by Section 171.204, Florida Statutes. All development requirements have been met.](#)

Objectives and Policies of the Comprehensive Plan that are relevant to this application are listed below:

Future Land Use Element

GOAL 1: To achieve a future land use pattern that provides for sufficient supply of land to meet growth demands ensures that land uses are located in a rational and efficient manner, and promotes economic development.

Objective 1.1: Generalized Future Land Use Map - The Land Development Code, including zoning maps, shall be maintained to permit future land uses in accordance with the Generalized Future Land Use Map and phase such developments in accordance with the objectives and policies of this Land Use Element Comprehensive Plan.

Policy 1.1.5: All development orders and land development regulations, including but not limited to zoning, shall be consistent with the Future Land Use Map. Zoning shall be applied in a manner that corresponds to market demand. Any new zoning category shall fit within one of the land use categories in Policy 1.1.2. The City may provide interim zoning categories consistent with the plan for areas of the City and then rezone such areas to a planned district category when specific development proposals warrant.

Objective 2.3 Infrastructure - Adequate public water, sewer and drainage shall be provided for 100 percent of new developments; existing infrastructure deficiencies will be corrected to the extent that is financially feasible.

Policy 2.3.1: Requests to increase land use intensity shall demonstrate the adequacy of public facilities and services to serve the increase. The Land Development Code shall be maintained in a manner that requires development orders be supported with a report that identifies the impact of the proposed development on the public infrastructure.

Policy 2.3.2: The City shall acquire, through purchase or dedication, adequate lands for community facilities, fire stations, police substations and libraries as the need expands.

Policy 2.3.3: The City shall continue to enforce its Stormwater Management Ordinance and provide drainage facility improvements to address existing and future needs as set forth in the Infrastructure Element.

Infrastructure Element

Objective 1.3 Future Needs - Potable Water and Sanitary Sewer

The City shall require all new development to have central water and sewer service. Existing development shall be served as required by the Volusia County Health Department.

Policy 1.3.1: The City's Land Development Code shall continue to require all new development to have central water and shall be amended by 2012 to require all new development to have sewer service. Central water and sewer shall also be required for any existing developments within the City limits not currently served, where health problems exist provided they meet the requirements of the Volusia County Health Department, a local agent for the Florida Department of Environmental Protection.

Objective 1.4: County Coordination - By State law, solid waste disposal is a County responsibility; therefore, the City will continue to coordinate closely with the County on all solid waste matters.

Objective 1.5: Level of Service - The City shall provide an adequate level of service during the planning period; see policies for measurable standards.

Policy 1.8.2: Any extension into unincorporated Volusia County shall be done in conformance with the intergovernmental local agreement.

Conservation Element

GOAL 1: To preserve and enhance the significant natural features in Daytona Beach.

Objective 1.3 Natural Resources Protection - The City shall maintain city-wide environmental controls in their land development regulations for the Tomoka River corridor (and adjacent relevant areas) to avoid any further degradation of existing vegetative and wildlife habitats and sensitive soil communities.

Policy 1.3.1: The City shall adopt land development regulations consistent with best planning practices. These wetland regulations shall generally require retention of hydro-ecological systems where the wetlands and uplands function as a productive unit resembling the original landscape. The regulations shall also require upland buffers of at least 25 feet or the minimum required by Volusia County environmental code provisions, whichever is greater. The regulations shall also encourage secondary linkage to nearby corridors, even if by artificial means; construction of new corridors should be considered as a form of mitigation where appropriate. Further, for areas west of I-95, the regulations shall:

- Generally require wetlands with high value to be preserved with only limited impacts that are (i) unavoidable, such as public roads and utilities, and (ii) mitigated;

- Authorize wetlands with a moderate value to be incorporated into the surface water management system where practicable or where alterations are mitigated;
- Authorize wetlands with a low value to be altered with minimal or no mitigation.

Intergovernmental Coordination Element

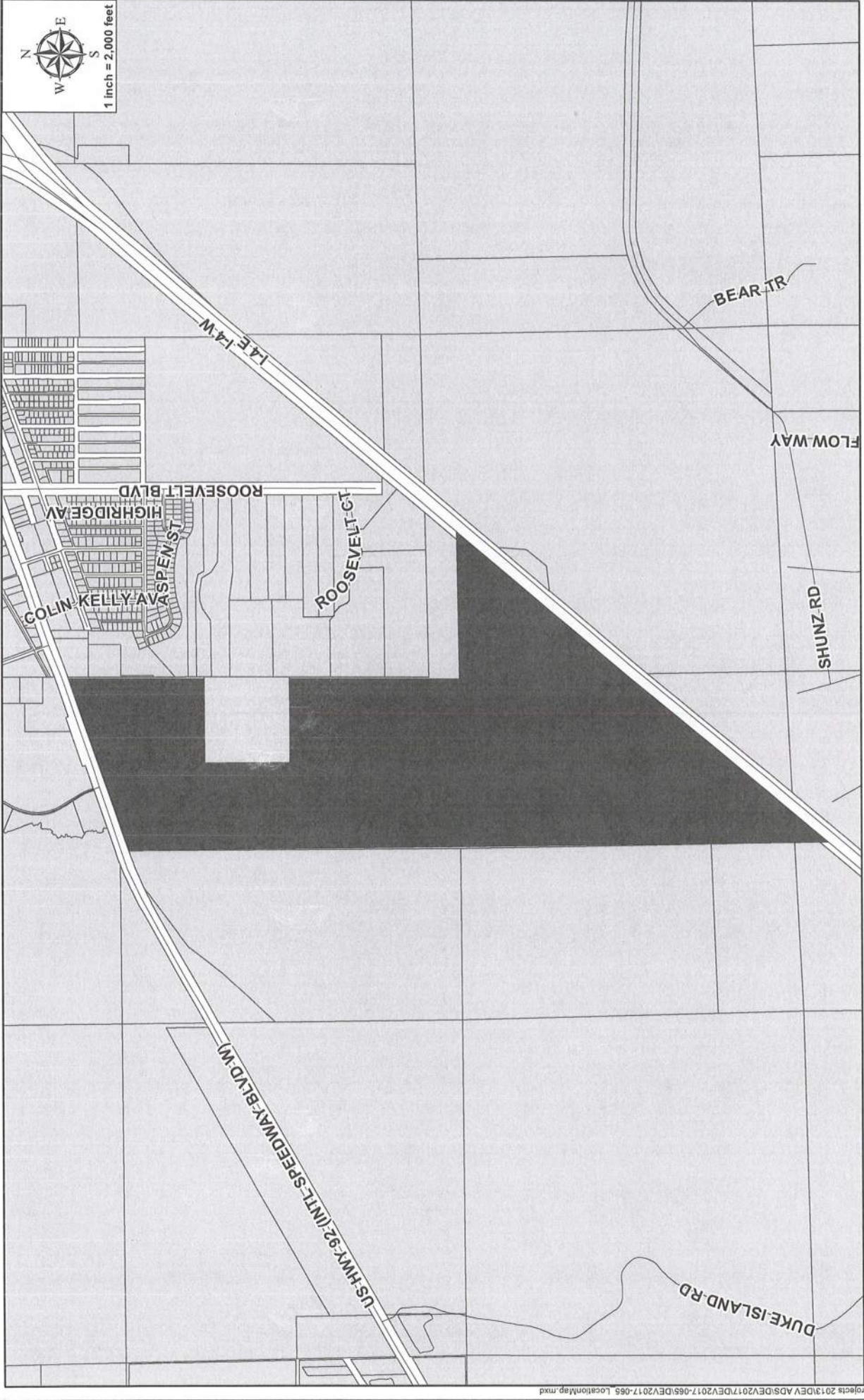
GOAL 1: To maintain or establish processes to assure coordination with other governmental entities where necessary to implement this plan.

Objective 1.4: Joint-Planning and Infrastructure Areas - The City shall coordinate with Volusia County, the Volusia Council of Governments, the Volusia Growth Management Commission and any other jurisdiction as appropriate to establish a more comprehensive and integrated annexation process and create and adopt a Joint Infrastructure Areas Map.

RECOMMENDATIONS

Staff finds that the Comprehensive Plan amendment to the Future Land Use and Intergovernmental Coordination Elements acceptable and satisfies the requirements of Chapter 171, Part II, Florida Statutes.

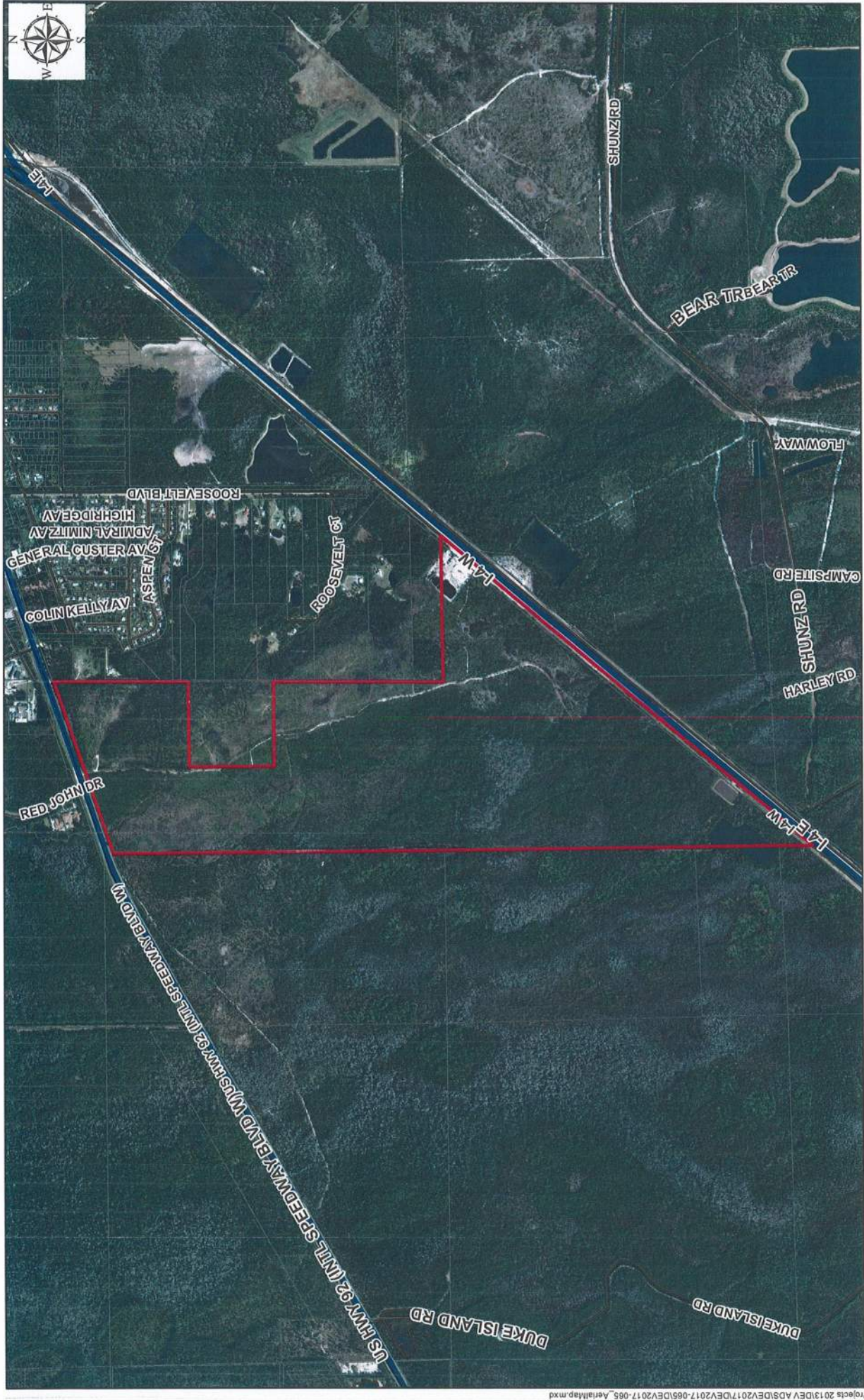
A majority vote of the Planning Board members present and voting are required to recommend approval of this policy matter to the City Commission for transmittal to the State Department of Economic Opportunity (DEO) for review and to the Volusia Growth Management Commission (VGMC) for certification.



City of Daytona Beach Map disclaimer:
 These maps were developed and produced by the City of Daytona Beach GIS. They are provided for reference only and are not intended to show map scale accuracy or all inclusive map features. As indicated, the accuracy of the map has not been verified and it should be used for informational purposes only. Any possible discrepancies should be brought to the attention of City Engineering and or Development Services.

**DEV2017-065
 LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT
 LOCATION MAP**

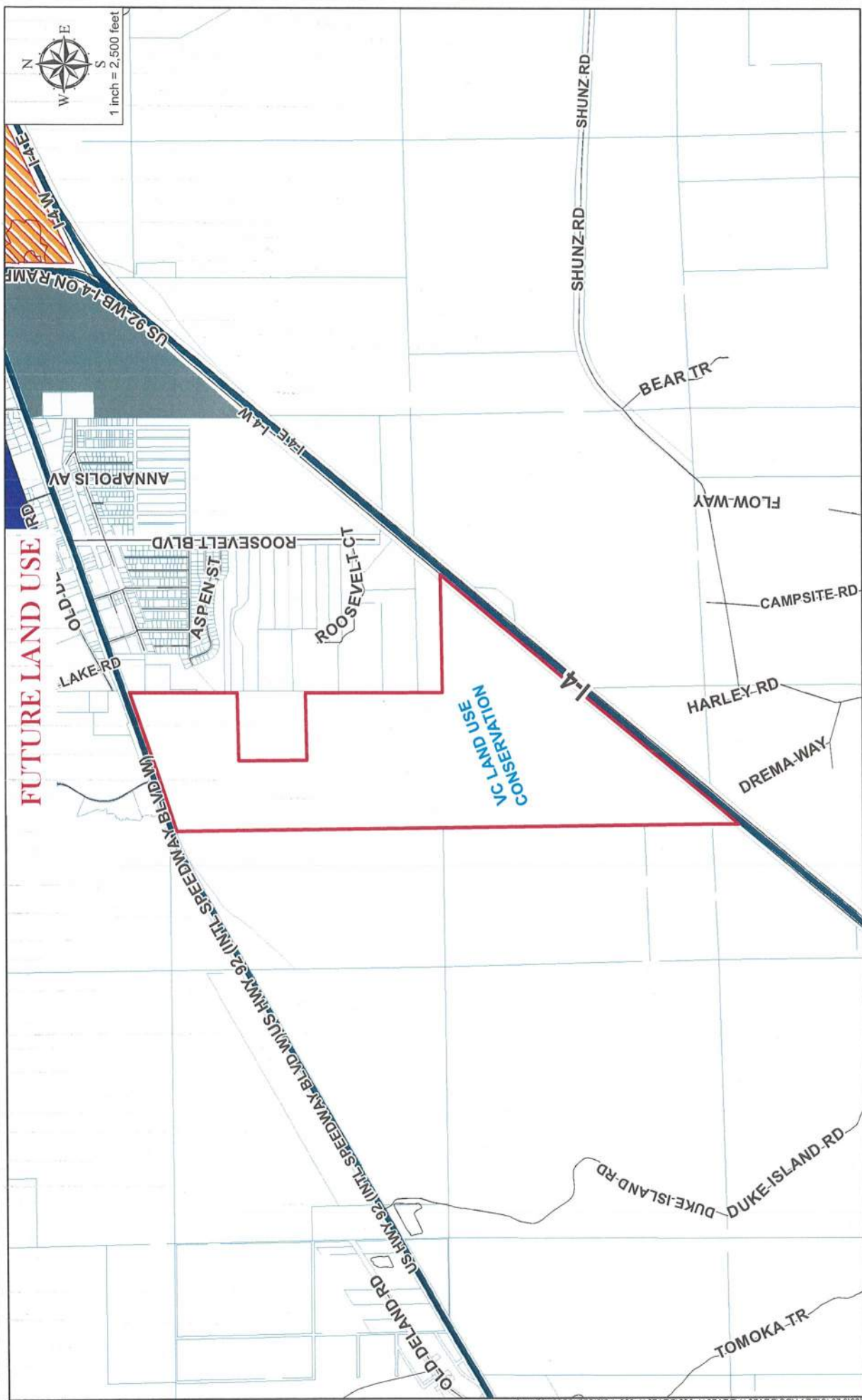




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**DEV2017-065
 LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT
 AERIAL MAP**

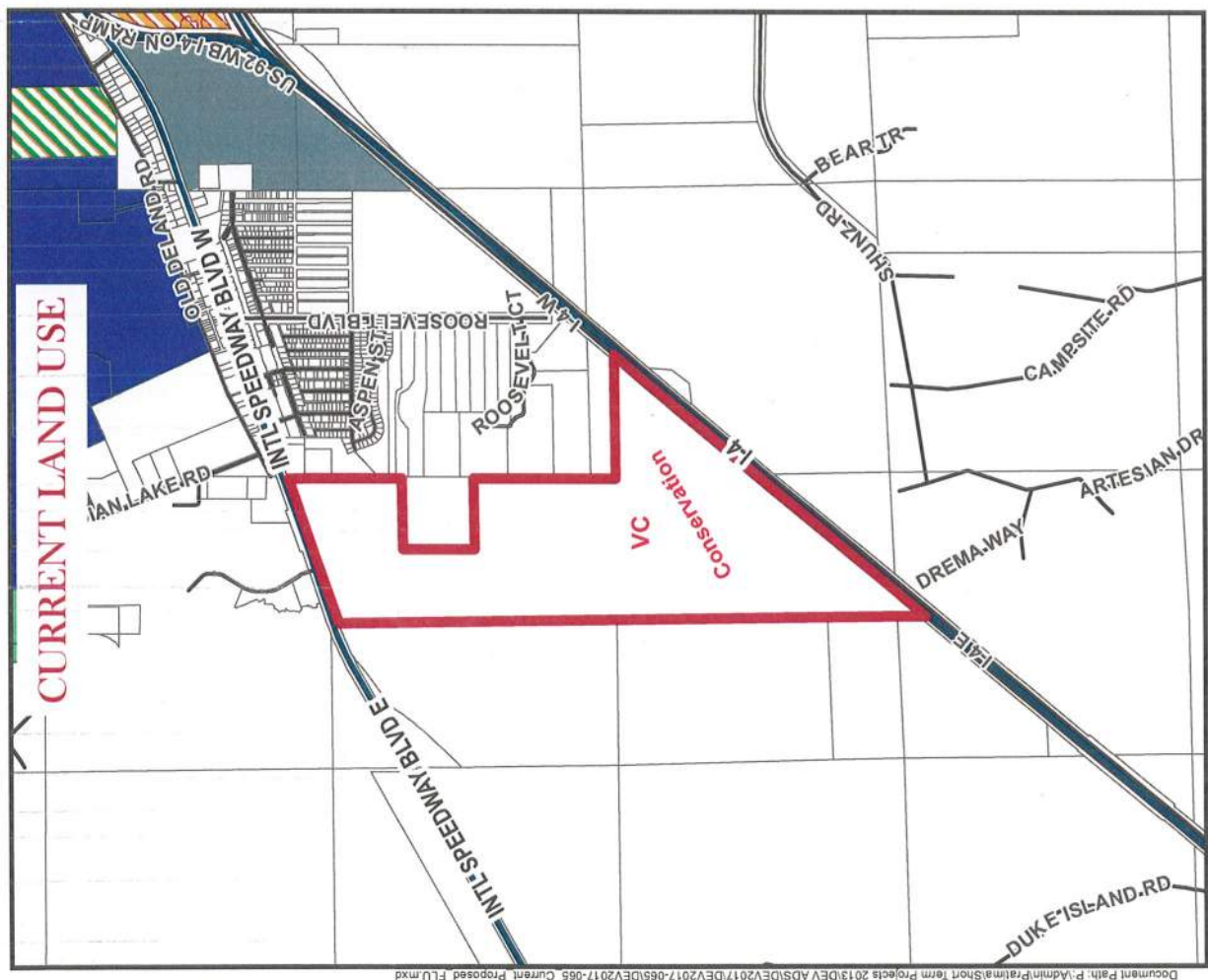
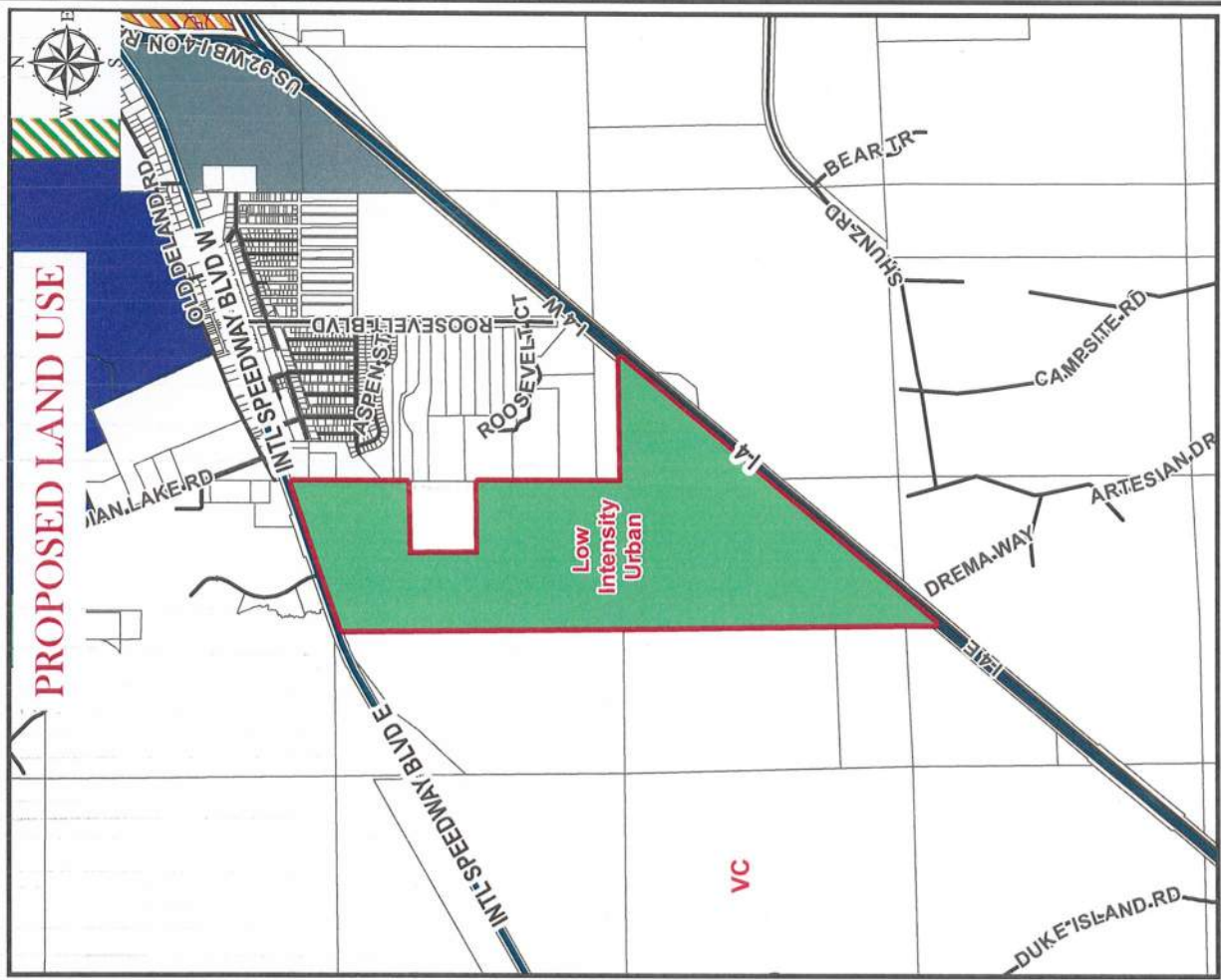




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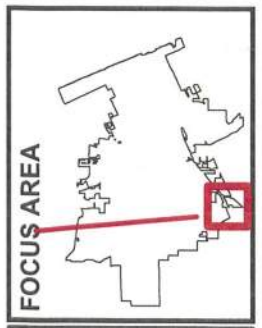
**DEV2017-065
 LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT
 FUTURE LAND USE MAP**



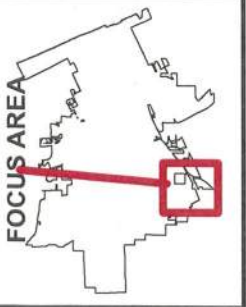
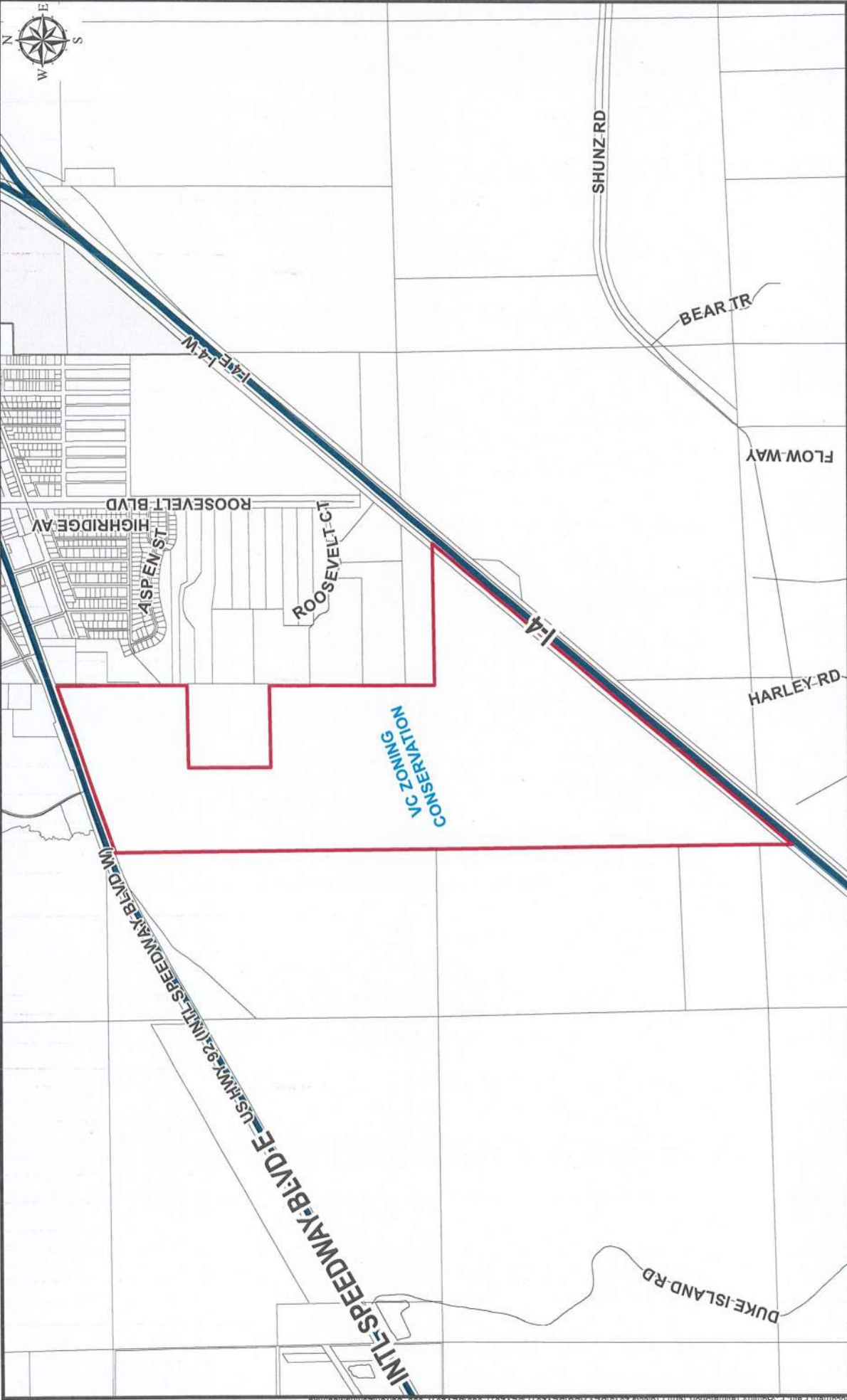


1 inch = 3,333 feet

1 inch = 3,333 feet



**DEV2017-065
LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT
CURRENT AND PROPOSED FUTURE LAND USE**



1 inch = 2,083 feet

**DEV2017-065
LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT
ZONING MAP**



Attachment "A"
Ordinance 17-193
Interlocal Service Boundary Agreement (ISBA)

ORDINANCE NO. 17-193

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH THE COUNTY OF VOLUSIA, FLORIDA; PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Interlocal Service Boundary Act, Chapter 171, Part II, Florida Statutes, the City Commission approved Resolution No. 17-156 (Initiating Resolution) on May 17, 2017, and the County Council of the County of Volusia approved Resolution No. 2017-068 (Responding Resolution) on June 1, 2017, accepting the invitation of The City of Daytona Beach to discuss the incorporation of a process and schedule for annexations, to discuss the establishment of a municipal service area within a negotiated and defined boundary, to discuss the establishment of a process for land use decisions for lands in the defined municipal service area boundary map, and to discuss the delegation of extraterritorial powers to the City for the area located within the municipal service area; and

WHEREAS, the City and County have met since the approval of the Resolutions to discuss the issues, and have negotiated and agreed upon a proposed Interlocal Service Boundary Agreement; and

WHEREAS, the County Council adopted Ordinance No. 2017-13 on June 15, 2017, approving the Interlocal Service Boundary Agreement; and

WHEREAS, the City finds that the Interlocal Service Boundary Agreement will serve the best interests and welfare of the citizens of The City of Daytona Beach.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF DAYTONA BEACH, FLORIDA:

SECTION 1. The foregoing recitals are incorporated herein by reference.

SECTION 2. The Interlocal Service Boundary Agreement between the County of Volusia and The City of Daytona Beach is hereby approved.

SECTION 3. The Mayor is hereby authorized to execute the Interlocal Service Boundary Agreement with the County of Volusia, a copy of the Agreement being attached hereto as Exhibit A.

SECTION 4. The City further authorizes and directs all necessary and appropriate action to amend the comprehensive plan as required by section 171.203(9), Florida Statutes.

SECTION 5. The Interlocal Service Boundary Agreement shall be recorded and filed with the Clerk of Court for Volusia County Circuit Court, in accordance with section 163.01(11), Florida Statutes.

SECTION 6. This Ordinance, and the agreement attached hereto as Exhibit A, have been approved in accordance with section 171.203(14), Florida Statutes.

SECTION 7. SEVERABILITY - Should any word, phrase, sentence, subsection or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection or section so held shall be severed from this ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION 8. CONFLICTING ORDINANCES - All ordinances, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 9. EFFECTIVE DATE - This Ordinance shall take effect upon electronic filing of a certified copy with the Department of State.


DERRICK L. HENRY
Mayor

ATTEST:


LETITIA LAMAGNA
City Clerk

Adopted: June 21, 2017

Interlocal Service Boundary Agreement

**County of Volusia and
City of Daytona Beach**

**INTERLOCAL SERVICE BOUNDARY AGREEMENT
BETWEEN THE COUNTY OF VOLUSIA AND
THE CITY OF DAYTONA BEACH**

This Interlocal Service Boundary Agreement ("ISBA"), (collectively referred to as "the Agreement") is made and entered into this 30 day of June, 2017, by and between the County of Volusia ("County"), and the City of Daytona Beach ("City") and 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 Article I, Section 4, of the City of Daytona Beach 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 17-156 on May 17, 2017; and

WHEREAS, the county council responded to the City's invitation by Resolution 2017-068 on June 1, 2017, and agreed therein to participate in negotiations for an Interlocal Service Boundary Agreement; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part 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, the Local Government Comprehensive Planning and Land Development Regulation Act, 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, the Florida Interlocal Cooperation Act of 1969, 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 annexation, 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, the appropriate land uses and infrastructure needs and the provider for such lands, and to 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 ("JPA") under Section 163.3171, Florida Statutes; and

WHEREAS, the County will support annexations within the Interlocal Service Boundary Agreement area that will further create efficiencies for the delivery of municipal services; 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 the County are clearly identified and part of a coordinated joint effort, and the commitment by the City and the 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 necessarily 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 in Map 1, attached to this Agreement, that:

- a. may receive municipal services from the City; or
- b. may be annexed by the City; and

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

3. 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; and

4. Addressing other service delivery issues; and

5. 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, administration of land development regulations, and the issuance of 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 ISBA as if fully set forth herein, as the legislative findings of the City and the 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.* The ISBA shall become effective when filed with Clerk of Court for Volusia County Circuit Court, in accordance with Section 163.01(11), Florida Statutes. The initial term of the Agreement shall be twenty (20) years from the effective date of the Agreement. At the end of the tenth year, the City and the 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 11 of this Agreement.

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

5. *Duplication of Services.* In furtherance of the purpose of this Agreement, the City and the 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.

6. *Planning and Development Services.*

- a. 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 the ISBA, in accordance with Section 171.203 (11), Florida Statutes. The MSA shall include the area depicted in Map 1, population projections for the MSA, and data and analysis supporting the provision of public facilities for the MSA. The City's amendment to its Intergovernmental Coordination Element of its comprehensive plan in accordance with Section 171.203(9), Florida

Statutes, to reference this ISBA, shall serve as the comprehensive plan amendment required by Section 171.203(11), Florida Statutes.

- b. 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 ISBA, 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 Daytona Beach have established an Interlocal Service Boundary Agreement (ISBA) recorded and effective on JULY 5, 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.

- c. Section 171.207, Florida Statutes, expressly authorizes a county to transfer its powers to a municipality over lands that are within a 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 City shall enforce the County's regulations on, all lands in the JPA/MSA until the City annexes the land at issue, or amends its comprehensive plan with respect to those lands. The unincorporated area in the JPA/MSA as depicted in Map 1 is anticipated for municipal annexation because it is "urban in character," as that term is defined by Section 171.031(8), Florida Statutes.
- d. The City and the County hereby acknowledge that the County comprehensive plan, zoning, and land development regulations permit public services within the JPA/MSA.
- e. Notwithstanding subparagraph "c" above, the City's land development process shall apply within the JPA/MSA, including, but not limited to, site plan review, permit issuance and inspections. The City may begin construction of the First Step Shelter facility as referenced in the First Step Shelter Interlocal Grant Agreement with the County as approved by City Resolution No. 17-~~173~~, without submission to the County of a site plan or attainment of County permits in advance of annexation. The City shall be responsible for issuing all building permits necessary in furtherance of the First Step Shelter facility.

- f. Pursuant to Section 171.204, Florida Statutes, before annexation of land that is not contiguous to the boundaries of the annexing municipality, the municipality shall transmit a comprehensive plan amendment relating to the property anticipated for annexation OR a municipality and county shall enter into a joint planning agreement under Section 163.3171, Florida Statutes, which is adopted into the municipal comprehensive plan. Therefore, prior to annexation, this ISBA serves as the joint planning agreement required by Section 171.204, Florida Statutes, and the City and the County comprehensive plans serve to address the planning and service issues required by Section 171.204, Florida Statutes. The amendments to the Intergovernmental Coordination Elements of the respective comprehensive plans in accordance with Section 171.203(9), Florida Statutes, to reference this ISBA, shall also serve as adoption of a joint planning agreement into the City's comprehensive plan as required by Section 171.204(2), Florida Statutes.

7. Public Safety and Fire Protection. The City shall be responsible for all law enforcement and fire services within the MSA, regardless of whether the property has annexed into the City. The City and the County shall continue any current mutual aid agreement in place. The City and the County will provide closest unit response to and from the MSA regardless of call type for emergency and non emergency fire and rescue calls, and regardless of boundaries.

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

- a. County Thoroughfare Roads. There are no County Thoroughfare Roads within the JPA/MSA. Subsequent addition to the County's thoroughfare roads in the Volusia County Comprehensive Plan are subject to transfer to the City per the terms of this ISBA per subparagraph "8b".
- b. Non-Thoroughfare Roads. The permanent transfer within the JPA/MSA of non-thoroughfare road 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) Non-thoroughfare County 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 non-thoroughfare County roads within the 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 of the road segment between two intersecting roads or termination of said road.
- (5) Once 51% or more of a segment is annexed, the entire road segment between the two intersecting roads will be deemed annexed into the City and transferred to the City's jurisdiction, and ownership; and the City will 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 JPA/MSA.
- (8) Road transfer includes infrastructure in the right-of-way, to include, but not limited to, drainage, sidewalks and traffic control devices.

c. Transportation Planning and Coordination.

- (1) The City and the County agree to use the adopted Volusia 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 Volusia TPO Long Range Transportation Plan.
- (2) In the event the standards or plans may be different, the TIA methodology and/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 the County agree to continue to utilize the latest adopted version for the purpose of plan review and mitigation coordination.

- d. Funding. The City and the 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 JPA/MSA.
- e. Maintenance. The City and the County may enter into maintenance agreements for certain segments of permanent County roads within the 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.
- f. Continuing Jurisdiction. 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 associated roadway drainage and right-of-way infrastructure or any structures or improvements in the right-of-way that includes, but is not limited to, sidewalks, guardrails, signs and multi-use trails.

9. Solid Waste.

- a. Annexed properties shall be transferred to the City's solid waste service on the first of the following month after annexation.
- b. All City residential and commercial waste collection within the Agreement area shall be disposed at the County's solid waste disposal facilities located at 1990 Tomoka Farms Road or the West Volusia Transfer Station.

10. Stormwater; Transfer of Jurisdiction. There are no stormwater improvement facilities within the JPA/MSA. The City will review and approve all new development in the JPA/MSA with regard to stormwater conveyance systems, including, but not limited to, water quality, discharge volume and flow rate, as well as storm attenuation and flood control.

11. Termination of Agreement. The City or the County may terminate this Agreement at anytime 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.

12. Dispute Resolution. The City and the 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 described in subparagraph "a", above, 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 in and for 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 initial 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 this dispute resolution procedure is intended to satisfy the requirements of Section 163.01(5)(p), Section 171.212, Florida Statutes, and Chapter 164, Florida Statutes.

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.

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 Daytona Beach
Attn: City Manager
Copy to: City Attorney
301 South Ridgewood Avenue
Daytona Beach, FL 32114

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

14. Sole Benefit. This Agreement is solely for the benefit of the City and the 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 the County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The City and the County hereby represent, warrant and covenant 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 the 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 the 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; provided however that all other terms of existing agreements remain in full force and effect.

20. Entire Understanding. Except as otherwise specifically set forth herein, 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 the County further acknowledge that they each participated in drafting this Agreement, and in the event of a dispute regarding the 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 the Agreement or any part thereof.

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 in and for 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 12 ("Dispute Resolution") paragraph 12 shall control.

22. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation 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 situation 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 JPA/MSA by the City and the County; and the authority by the City to exercise powers extraterritorially over said lands, including, but not necessarily limited to, the application and enforcement of the codes.

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.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURES TO FOLLOW]

COUNTY OF VOLUSIA

Approved by: Mannon Eller
County Attorney's Office

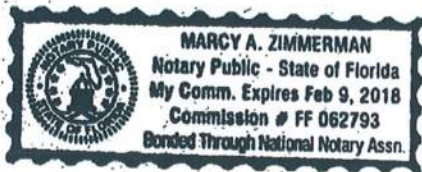
By: Ed Kelley
Ed Kelley, County Chair

Attest: James T. Dinneen
James T. Dinneen, County Manager



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of June, 2017, by Ed Kelley and James T. Dinneen, as County Chair and County Manager, respectively, on behalf of the County of Volusia. They are personally known to me, or have produced _____ as identification.



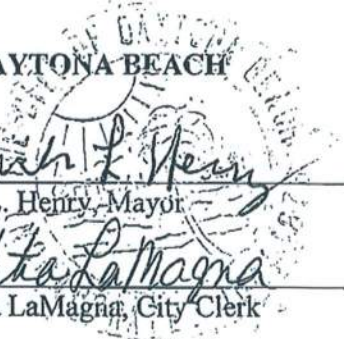
Marcy Zimmerman
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term.

CITY OF DAYTONA BEACH

Approved by: Robert Jagger
Robert Jagger, City Attorney

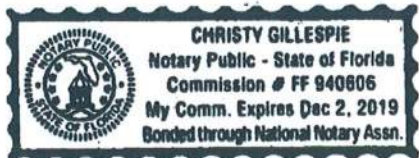
By: Derrick L. Henry
Derrick L. Henry, Mayor

Attest: Letitia LaMagna
Letitia LaMagna, City Clerk

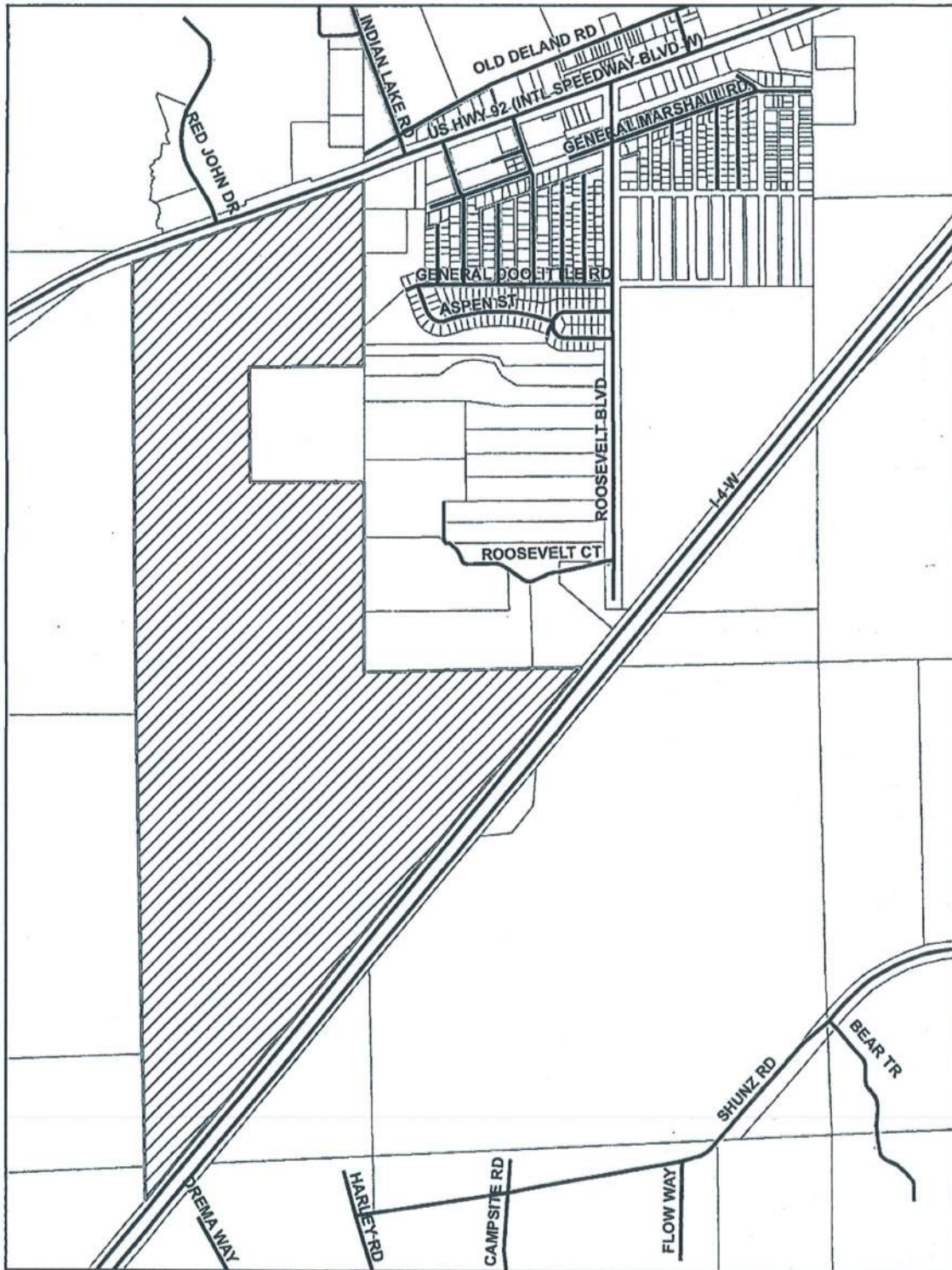


STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 21 day of JUNE, 2017, by Derrick L. Henry, as Mayor of the City of Daytona Beach. He is personally known to me, or has produced _____ as identification.



Christy Gillespie
Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term.



Map 1
ISBA/JPA/MSA Area

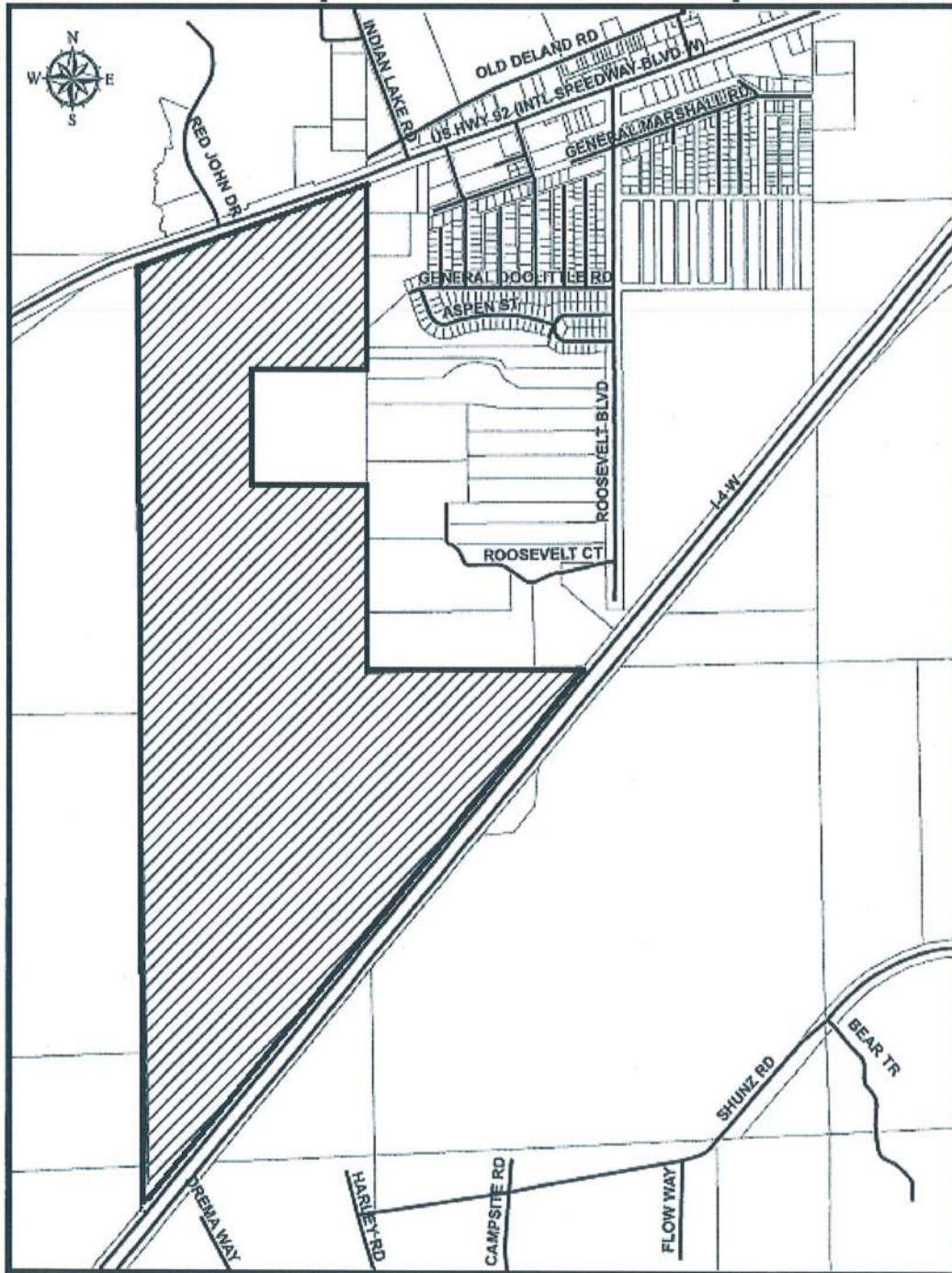


1 inch = 1,750 feet

Attachment "B"

West ISB Municipal Service Area (MSA) Map
FLU 22

West ISB Municipal Service Area Map



FLU 22

 ISBA/JPA/MSA Area